



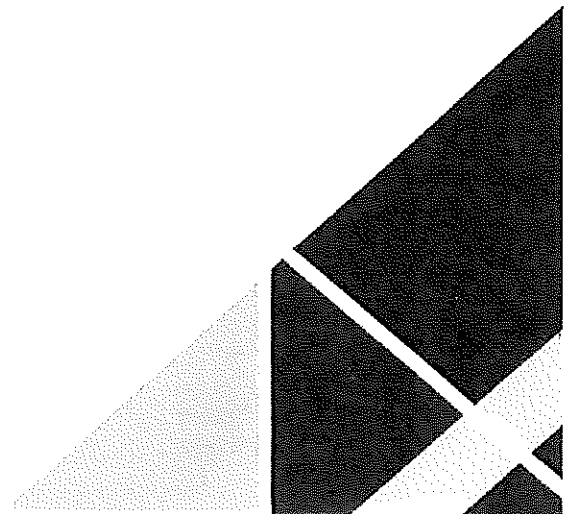
ADMINISTRACIÓN DE SERVICIOS GENERALES
Gobierno de Puerto Rico

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

NASPO ValuePoint Participating Addendum
Rosenbauer South Dakota, LLC
Led by the State of State of Mississippi

Master Agreement #: 8200060945

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**NASPO ValuePoint
PARTICIPATING ADDENDUM**

**Rosenbauer South Dakota, LLC
Led by the State of Mississippi**

Master Agreement #: 8200060945 (*hereinafter "Master Agreement"*)
Contractor: Rosenbauer South Dakota, LLC (*hereinafter "Contractor"*)
Participating State: COMMONWEALTH OF PUERTO RICO (*hereinafter "Participating State"*)

General Services Administration (GSA) for the Commonwealth of Puerto Rico, Price List Contract No. 820060945

This Addendum will add the Commonwealth of Puerto Rico as a Participating State to purchase from the NASPO ValuePoint Master Agreement 820060945 with Rosenbauer South Dakota, LLC.

I. Scope

This Participation Addendum ("Addendum") covers the NASPO Value Point Contract led by the State of Mississippi for use by state agencies and other entities in the Participating State of Commonwealth of Puerto Rico authorized by the Participating State's statutes to utilize State Contracts.

II. Participation

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Use of specific NASPO ValuePoint cooperative contracts by state agencies, municipalities, and other entities authorized by the Commonwealth of Puerto Rico statutes to use state contracts is subject to written prior approval of the Commonwealth of Puerto Rico Chief Procurement Officer. Issues of interpretation and eligibility for participation interpretation and eligibility for participation are solely within the authority of the Administrator, General Services Administrator (GSA).

III. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows:



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Contractor

Name:	Rosenbauer South Dakota, LLC
Address:	100 3rd St Lyons, SD 57041
Telephone:	605-543-5591
Email:	mharstad@rosenbaueramerica.com

Participating State

Name:	General Services Administration of the Commonwealth of Puerto Rico
Address:	Centro Gubernamental Minillas; Torre Norte; Piso 12; 300 Ave. José de Diego; San Juan, Puerto Rico
Telephone:	787-759-7676
Email:	administracion@asg.pr.gov

IV. Modifications and Additions to the Master Agreement**A. Governing Law**

The Participating Addendum, Commonwealth Contract Number 8200060945, or any order issued pursuant to Commonwealth Contract Number 820060945 shall be governed by the laws of Puerto Rico.

Any legal actions or equity proceedings related to the terms of this addendum shall be initiated in a court with appropriate jurisdiction located in San Juan, Puerto Rico.

Government Entities shall perform all purchasing and bidding of goods, works, and other nonprofessional services through the General Services Administration (GSA).

Regulation 9230 of the General Services Administration shall regulate the action of every employee or officer of the Government of Puerto Rico and every person that directly or indirectly intervenes in the process of purchases and bids of goods works and nonprofessional services.



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B. Non-Exclusive Contract

The contract shall be non-exclusive and not preclude the Commonwealth of Puerto Rico from entering similar contracts or arrangements with other vendors or acquiring similar, equal, or similar goods or services from other entities or sources. This Addendum is secondary and non-exclusive.

C. Effective Date and Contract Period

This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

D. Storage

If the Contractor that sells to the Government must store the supplies object of the contract, the Government shall not be responsible for the price the Contractor pays for the storage or the unearned profits. Also, it shall not pay any excise taxes for the storage.

E. Bonds and Insurance

Specifications of goods, works, or non-professional services that will be purchased so warrant the Administrator of General Services Administration may require the Contractor to a performance bond to ensure compliance with the obligation contracted.

The bond shall be posted in favor of the Secretary of the Treasury in one of the following ways:

- Certified check
- Money orders or manager's check, or
- Insurance bond issued by an insurance company authorized by the Insurance Commissioner of Puerto Rico

Bonds for amounts lower than the required amount shall not be accepted. Breach of this requirement shall entail the rejection of the Contract. The bond shall be in the Finance Division of the Administration of General Services custody.

Performance Bond: The Contractor must post a performance bond at the time of the Contract. Such a bond shall secure the performance of the contract or purchase order, as applicable. The



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amount of the bond shall be established in the Contract. The Administration of General Services shall reimburse this bond when the term of the Contract expires or when the corresponding purchase order is completed accordingly.

Forfeiture: Performance Bond may be forfeited if, after the lapse of the term provided in the Contract, the Contractor does not provide the assets, does not honor the guarantees, or does not meet the obligations as contracted for causes attributable to the Contractor. In addition, the Contractor shall be financially liable for the price difference adjudicated the second time or for the obtained price. If the bond does not cover such excess, the balance to the Contract in question shall be claimed.

F. Warranty

Every Contractor must clearly and in detail include the specific period or the terms applicable to each guarantee, their limitations and conditions, the procedures required to claim the guarantee, a clear description of which entity shall provide the replacement, fixing, correction, or repair service of the product or the service and the delivery terms of the product or service.

The guarantee of the product or service must detail what it includes. In turn, the guarantee must be certified, in the case of products, by the local or foreign manufacturer and by their representative or distributor, guaranteeing the government entity the replacement of parts or products, services, and labor under terms detailed by the Contractor. The Contractor must assume all costs related to the guarantee, including transport and shipping costs.

Every Contractor shall be required to honor the warranty, if any, to the government, regardless of whether the purchase is through a distributor. Breach of the preceding shall be grounds for disqualification.

G. Deliveries

Delivery dates of merchandise: The contractor shall be required to state the dates that the merchandise will be delivered in the cases of works or services, the date in which the Contractor projects the work will be started or the service will be provided, and the date that the Contractor will hand over the work or will end the service. The Contractor may not include any cost additional to the price offered under expenses related to the delivery of the purchased good.



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All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as shipped without transportation charges (that failed to ship with the original order, thereby becoming backordered) will also be shipped without transportation charges.

Delivery site: It shall be the purchaser's obligation to inform the Contractor of the delivery site.

H. Penalties for Breach of Contract, Late Delivery of Goods or in the Rendering of Non-Professional Services. Penal Clause

The Administrator, upon the breach of contract and determination of lack of financial liability or another on the part of the contractors, may impose the penalties or measures they deem appropriate for the protection of the public interest, which are established below:

- Confiscate the bond submitted in guarantee
- Charging the difference in price that had to be paid when purchasing the goods, works, or non-professional services that were the subject of the contract breach or their equivalent in the market

When a purchase order is issued, the Contractor must provide the property or ordered service under the delivery terms, specifications, and other stipulated conditions. In the event of a breach of the contract on the part of the Contractor for the delay in the delivery of the property or non-professional service contracted, the Finance Office, at the time of processing the payment, may deduct half percent (1/2%) of the value of the contract breached for each workday in delay. The total amount to be reduced for damages shall always be at most ten percent (10%) of the contract amount for a corresponding item. Also, the bond that guarantees the execution of the contract shall pay for damages.

The sum to pay for the delay in the delivery of the goods or non-professional service does not represent a penalty. Still, it does represent damages agreed between both parties to compensate the Government of Puerto Rico for additional expenses and other setbacks.

The preceding shall apply to construction project contracts. The penalty for late delivery of the construction project shall be the following:



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Price of the original Contract		Daily fee
From this amount	Up to this amount	
\$ -	\$ 99,999.99	\$ 300.00
\$ 100,000.00	\$ 499,999.99	\$ 400.00
\$ 500,000.00	\$ 999,999.99	\$ 800.00
\$ 1,000,000.00	\$ 1,999,999.99	\$ 1,000.00
\$ 2,000,000.00	\$ 4,999,999.99	\$ 2,000.00
\$ 5,000,000.00	\$ 9,999,999.99	\$ 3,000.00
\$ 10,000,000.00	\$ 19,999,999.99	\$ 4,000.00
\$ 20,000,000.00	\$ 29,999,999.99	\$ 5,000.00
\$ 30,000,000.00	\$ 39,999,999.99	\$ 6,000.00
\$ 40,000,000.00	\$ 49,999,999.99	\$ 7,000.00
\$ 50,000,000.00	Unlimited	\$ 8,000.00 or any other amount agreed in the contract

I. Samples

The contractor is obligated, whenever required, to submit samples representative of what they shall provide on their day. According to Regulation 9230, the Contractor must comply with the following:

- Free of cost to the Government
- In the amounts and with the characteristics required in the specifications
- With the original label identifying the product brand and the container required in the purchase or its commercial packages
- Submitted before the purchase if so required
- Accompanied by the manufacturer's literature
-

J. Quality of Containers

The containers to which any merchandise is supplied shall have to be wholly new and hermetically sealed and, in the case of metal containers, without oxidation. The carton, sack, wooden, box containers, or any other must be kept in good condition. Content and Weight.



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The Contractor shall be obligated to supply the correct information regarding the net weight, content, and number of units per carton or container of their product, even if that has yet to be expressly requested.

K. Taxes

The price offered by the Contractor may not include the Commonwealth taxes.

L. Federal Energy Conservation Act

Every Contractor offering equipment, machinery, or vehicle that consumes electric power or fuel for its operation must confirm that their equipment, machinery, or vehicle meets the requirement established by the Federal Energy Conservation Act. The awarding process shall follow the federal norms of consumption, conservation, and use of the good in question, and awarding the bid to a Contractor that offers a more expensive good shall not be grounds for contesting the bid if the ones offered by the other Contractors do not meet the norms established by such law.

M. Disposal of the goods to be acquired

In any purchase process, every Contractor shall Commonwealth in their offer whether the safe and sustainable disposal of the goods to be acquired is included. It must also confirm whether their offer includes the disposal cost of the goods to be purchased. If the offer does not contemplate disposal or the cost, the Contractor must include disposal alternatives and the estimated cost.

N. Inspection of Merchandise or Facilities

The Contractor is obligated to submit a certificate of inspection of purchases that are required.

Delivery method

- Must submit the original
- Issued by the corresponding state or federal government authority

Content certificate

- Manufacturing date of the product



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- Packaging date (month and year) of the offered merchandise
- Coding or key of the containers where the inspected item is packaged
- Content of the coding

The coding must contain the letters, numbers, and symbols or a combination of these that the packager steps typically at any of the ends of each package to mark the packaging month, day, and year until the product can be used, namely, the expiration date as well as any other pertinent information. Evidence must be presented that the product meets the quality requirements of all federal and Commonwealth specifications. Terms for retention of Records and Documents.

The original records and documents shall be retained for six (6) years or until an intervention by the Office of the Comptroller of Puerto Rico, whichever occurs first. Documents subject to investigation or pending legal action shall be retained until the process is ultimately resolved.

O. Fiscal Interventions

Every document related to the procedures provided in Regulation 9230 constitutes official information. It shall be subject to review by the Office of the General Inspector and the Comptroller's Office of Puerto Rico, which shall review the documents above under their intervention itineraries. The records shall be in the custody of the Administration.

P. Modifications

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any parties.

Q. Amendments

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum that the Lead State has approved will not apply to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the Commonwealth of Puerto Rico. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any parties.



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R. Assignment

The Contractor shall not assign any interest in this Participating Addendum or Commonwealth Contract Number 8200060945 by assignment, transfer or novation without prior written consent of the Commonwealth. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Commonwealth.

S. Termination Reserve; Termination for Cause

The Chief Procurement Officer has the right to terminate this Participating Addendum, Commonwealth Contract Number 8200060945, or any order issued under State Contract Number 8200060945 at any time when it results in the protection of the public interest and benefits the Government of Puerto Rico.

The Secretary of State shall have the authority to terminate this Contract anytime.

The Commonwealth of Puerto Rico may cancel the Contract with immediate effect when: 1) there is probable cause against the Contractor or any of its shareholders, partners, officers, principals, employees, subsidiaries, or parent companies for arrest for any crime against the treasury, faith, and public function; against government exercise; or involving federal or Commonwealth funds or property; or 2) the Contractor or any of its shareholders, partners, officers, principals, employees, subsidiaries, or parent companies incurs negligence or abandonment of duties, improper conduct, or breaches this Contract or, in the sole judgment of GSA, the quality or progress of the services provided by the Contractor is unsatisfactory for any reason; 3) the Contractor breaches the terms of the Contract or has negligent performance or engages in work abandonment; or 4) when GSA believes there is an extraordinary fiscal situation that warrants an immediate reduction in expenses; or 5) if it is a public or private corporation, its shareholders, officers, or any other member with legal authority is convicted or violates Law 2 of January 4, 2018, known as the Anticorruption Code for the New Puerto Rico or Law 73-2019.

If the Contractor is subject to criminal or civil action, lawsuit, proceeding, investigation, or tribunal with jurisdiction, or any governmental instrumentality, or the Contractor is subject to an order, judgment, or opinion issued by any local authority, tribunal with jurisdiction, or governmental instrumentality, regarding the execution, delivery, and performance by the Contractor of this



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Contract or if the Contractor of this Contract has breached, has been inaccurate in any representation, warranty, clause, or with the certifications provided herein, whether the breach or inaccuracy occurs before or after the execution of this Contract, GSA have the right terminate this Contract notwithstanding any contrary provision in this document. This section shall apply in the event of any judgment that may compel GSA to terminate the Contract by Law 2 - 2018, supra.

T. Non-Compliance and Termination upon Conviction

Non-compliance by the Contractor with the provisions contained in the "Anticorruption Code for the New Puerto Rico" [Law 2-2018, as amended] or the "Puerto Rico Government Ethics Office Organic Act," as well as the Contractor's conviction for any of the offenses mentioned in said codes, shall result in the immediate termination of any existing contract between the parties.

In addition to Contract termination, the Government shall seek indemnification by the provisions of the "Anticorruption Code for the New Puerto Rico" [Law 2-2018, as amended] in the event of non-compliance or conviction for the offenses mentioned in Article 3.4 of the same code and related provisions of the "Puerto Rico Government Ethics Office Organic Act".

U. Goods and/or Products Outside the Contract

The Contractor has a duty of diligence to ensure that the GSA, Government Entities, Exempt, and Municipalities comply with all legal contractual formalities. Any goods and products dispatched and delivered by the Contractor without a valid, signed, and current purchase order and contract or its amendment will not be paid by any government entity, and only the Contractor will bear the loss.

The Contractor's duty and obligation to demand strict compliance with contractual formalities from the GSA and the Government Entities, Exempt or Municipalities, before dispatching any goods and products.

Retroactive payment resolutions or amendments will be considered null and void.

V. Payment And Invoicing

The Contractor shall invoice for each delivered and supplied goods or product at the prices quoted by the Contractor, included in Annex III. The invoice shall be sent by the Contractor duly certified



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by the Government of PR Accounting Law and following the rules established by government auditing agencies in Puerto Rico. It must be accompanied by documentation or evidence to support it.

W. Purchase Order and Payment Instructions

As soon as the Contractor receives the Purchase Order, they must deliver the goods and products to the location determined by the requesting entity.

Then, they must deliver the signed "Conduits" related to that order and their invoice to the GSA Office. They must create an invoice for each purchase order.

All invoices must include a detailed description of the goods delivered and supplied; the invoices must reference the contract number, the Contractor's name, the work performed, goods delivered, and services provided, the total price of each work, goods, and services, and the total amount owed. The invoice will include the same prices as those in the Contractor's proposal.

The Contractor must review each invoice to determine if each line clearly describes the work performed, goods delivered, and services provided. The Contractor is responsible for ensuring the accuracy and reasonableness of each invoice submitted. GSA will review each invoice submitted and consider such an invoice as a certification by the Contractor that the goods comply with the specifications, terms, and conditions of the proposal specification.

Payments to the Contractor shall be made through electronic funds transfer (EFT).

All suppliers of goods and services must register in the Electronic Payment Portal for Suppliers by Central Accounting Circular Letter Number 1300-07-17, issued by the Secretary of the Treasury of Puerto Rico.

Once registered, payment will be processed by the provisions of Central Accounting Circular Letter Number 1300-02-10 of the Department of the Treasury, which Commonwealths that "it is the responsibility of the agencies to require the supplier to submit the invoices within ten (10) days after completion, period, or delivery date of the goods or services".

According to OE-2001-73, the Contractor shall include the following certification in each invoice submitted to the government entities of the Government of Puerto Rico:



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“Under penalty of absolute nullity, the Contractor certifies that no public servant of the General Services Administration, Government Entities, Exempt Entities, and Municipalities of the Government of Puerto Rico is a party to or has any interest in the profits or benefits resulting from the Contract subject to this invoice. A prior waiver has been granted if they are a party to or are interested in the profits or benefits resulting from the Contract. The sole consideration for providing the goods or services under the Contract has been the agreed-upon payment with the General Services Administration authorized representative who issues the purchase orders. The amount of this invoice is fair and correct, and the services have been rendered and have not been paid for”.

An authorized representative of the government entity will review each invoice and, if appropriate, approve and process the payment—the government entity and the GSA reserve the right to conduct any necessary audits.

Neither the GSA nor government instrumentalities will reimburse costs incurred by the Contractor that are not included in the Contract or the executed and raised purchase orders against it.

The Parties will always keep and maintain current a primary point of contact of this Participating Addendum.

X. Right to Audit

The Commonwealth of Puerto Rico Legislative Auditor, Federal Auditors, and Internal Auditors or others so designated by the GSA, shall have the option to audit all Contractor accounts directly about this Participating Addendum, Commonwealth Contract Number 8200060945, or any order issued under State Contract Number 8200060945 for six (6) years from the date of final payment made under this Participating Addendum, Commonwealth Contract Number 8200060945, Or any order issued under State Contract Number 8200060945 or as required by applicable State and Federal Law. Records shall be made available during regular working hours for this purpose.

Y. Record Retention:

The Contractor shall maintain all records about this Participating Addendum, State Contract Number 8200060945, or any order issued under State Contract Number 8200060945 for at least six (6) years after final payment.



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Z. Contractors Cooperation/Close-Out:

The Contractor must fully cooperate with the Commonwealth and provide all requested information, documentation, etc., to the Commonwealth when requested. This applies even if this Participating Addendum, Commonwealth Contract Number 8200060945, or any order issued under State Contract Number 8200060945 is terminated and a lawsuit is filed.

The Contractor shall not limit or impede the state's right to audit or withhold state-owned documents.

AA. Secretary of State Registration Requirement:

Under Puerto Rico law, all entities (including corporations, LLCs, etc.) must be registered and in good standing with the Puerto Rico Department of State to hold a purchase order or a contract with the Commonwealth.

V. Signature Authority

Evidence of signature authority to contract with the Commonwealth of Puerto Rico must be provided. One of the following must apply to the Contractor:

- a. The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State of Puerto Rico or a member of a partnership or partnership in commended as reflected in the most current partnership records on file with the Secretary of State of Puerto Rico. A copy of the annual report or partnership record must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.
- b. The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as corporate resolution, certification as to corporate principal, etc.
- c. If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.



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- d. The Contractor has filed with the Secretary of State of Puerto Rico an affidavit or resolution or another acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. A copy of the applicable document must be submitted to the General Services Administration of Puerto Rico before the finalization of this Participating Addendum.
- e. The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Puerto Rico Office of State Procurement.

VI. Authorized Dealers

Authorized dealers of Rosenbauer South Dakota, LLC operating within the Commonwealth of Puerto Rico, as indicated on the dedicated Rosenbauer South Dakota, LLC NASPO ValuePoint website, are sanctioned to provide sales and service support to participants within the framework of the NASPO ValuePoint Master Agreement. The involvement of the Contractor's distributors will adhere to the terms and conditions stipulated in the Master Agreement.

To be eligible for inclusion in State Contract Number 8200060945 as an Authorized Distributor, the distributor must satisfy the following prerequisites:

1. Be officially approved and included in the Contractor's Approved Distributor Listing
2. Enroll in the Sole Bidders' Registry for the Government of Puerto Rico
3. Maintain active registration with the Secretary of State's office of Puerto Rico and be in good standing
4. Have no records of suspensions or debarments listed on the System for Award Management website (www.sam.gov)

VII. Purchase Orders

Any order initiated by a Participating Entity or Purchasing Entity for a Product and Service listed within this Participating Addendum and State Contract Number 8200060945 will be considered a transaction governed by the terms, prices, and other conditions outlined in the Master Agreement unless the parties involved in the order explicitly concur in writing that a different contract or agreement shall apply to that order.



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VIII. Entire Agreement

This Participating Addendum, in conjunction with the NASPO ValuePoint Master Agreement and its accompanying exhibits, constitutes the complete agreement between the parties concerning the subject matter and supersedes all prior communications, oral or written representations, or agreements. Any terms and conditions that are inconsistent with, contrary to, or in addition to those outlined in this Participating Addendum and the NASPO ValuePoint Master Agreement, along with its exhibits, shall not be integrated into or appended to this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, whether through subsequent Purchase Orders or any other means. Any attempts to introduce or integrate such terms and conditions are expressly declined. In cases of any inconsistency or addition, the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum on the date of execution by both parties below.

Participating Commonwealth: Commonwealth of Puerto Rico- General Services Administration	Contractor: Rosenbauer South Dakota, LLC
By: Joel Fontánez González	By: Mike Harstad
Title: Deputy Chief	Title: Consortium Program Manager
Date: June 18 th , 2024	Date: 6/24/24



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