

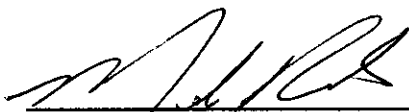
**ORDER: AUTHORIZE PURCHASE OF A SKEETER WILDLAND TYPE 6 BRUSH
RESCUE TRUCK FROM EMERGENCY EQUIPMENT PROFESSIONALS
FOR \$285,000.00 ON STATE CONTRACT**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to authorize purchase of a Skeeter Wildland Type 6 Brush Rescue Truck from Emergency Equipment Professionals for \$285,000.00 on state contract.

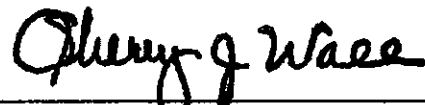
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 21st day of February, 2023.



**Mike Roberts, President
Board of Supervisors**



Sherry Wall, Chancery Clerk

CONTRACT PRICING WORKSHEET For FIRE TRUCKS Only				Contract No.: 8200060948		Date Prepared: 2/10/2023	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center; flex-grow: 1;"> STATE OF MISSISSIPPI / NASPO ValuePoint </div> </div>							
Buying Agency: Lafayette County Fire Department				Contractor: Emergency Equipment Professionals			
Contact Person: Chief Wes Anderson				Prepared By: Brian Lee			
Phone: 662-232-2880				Phone: 662-280-4729			
Fax: 662-234-2635				Fax: 662-342-7251			
Email: wanderson@lafayettecoms.com				Email: blee@eeproinc.com			
Product: Type 6		Description: Skeeter Wildland Type 6 Brush Truck/Light Rescue on a Ford F-550 Chassis					
A. Product Item List Price Per Contract:							309,815.25
B. Additonal Options/Equipment							
Description		Cost		Description		Cost	
Final Inspection Trip (3 FD Personnel)		Included					
				Subtotal From Additional Sheet(s):		\$ -	
				Subtotal B:		\$ -	
				Line A + Line B		Subtotal C: \$ 309,815.25	
Contract Standard Discount -7.5%				Contract Discount		\$ 23,236.14	
D. Total Cost Before Any Other Allowances / Trade-In							\$ 286,579.11
Quantity Ordered:		1		X Subtotal of A + B + C:		\$ 286,579.11	
						Subtotal D: \$ 286,579.11	
E. Delivery						Subtotal E: \$ 2,000.00	
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost		Description		Cost	
Additional Discount		\$ (3,579.11)					
				Subtotal F:		-3579.11	
Delivery Date: Approx 24+ Months				G. Total Purchase Price (D+E+F): \$ 285,000.00			

Master Agreement 8200060948 with Siddons Martin Emergency dba Skeeter Brush Trucks for Fire Trucks and Fire Apparatus

State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel & Fleet Management



**Master Agreement #8200060948 with Siddons
Martin Emergency dba Skeeter Brush Trucks for
Fire Trucks and Fire Apparatus**

**The State of Mississippi on behalf of the
NASPO ValuePoint Cooperative Purchasing Organization**

Under the Authority of
State of Mississippi, Section 31-7-1, et seq., Mississippi Code of 1972, Annotated

Master Agreement 8200060948 with Siddons Martin Emergency dba Skeeter Brush Trucks for Fire Trucks and Fire Apparatus

Table of Contents

1.0 OVERVIEW	4
1.1 MASTER AGREEMENT SCOPE	4
1.2 MASTER AGREEMENT SCOPE AND MODIFICATIONS	4
1.3 RECITALS	4
1.4 INDEFINITE QUANTITY	4
1.5 MASTER AGREEMENT TERM	4
2.0 MASTER AGREEMENT ADMINISTRATION	5
2.1 SOM MASTER AGREEMENT ADMINISTRATOR	5
2.2 ADMINISTRATION OF MASTER AGREEMENT	5
2.3 CONTRACTOR SUPERVISION AND COORDINATION	5
2.4 POST AWARD CONFERENCE	5
2.5 MASTER AGREEMENT MANAGEMENT	5
2.6 CHANGES	6
2.9 MISSISSIPPI'S STATEWIDE VENDOR PAYMENT REGISTRATION	6
2.10 SALES & SUBCONTRACTOR REPORTS	6
2.12 MISSISSIPPI'S ELECTRONIC BUSINESS SOLUTION (MAGIC)	6
3.0 PRICING	6
3.1 PRICE PROTECTION	6
3.2 NO ADDITIONAL CHARGES	7
3.3 VOLUME/PROMOTIONAL DISCOUNTS	7
3.4 NEW PRODUCTS/SERVICES	7
3.5 PRICE ADJUSTMENTS	7
4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS	7
4.1 ESTABLISHED BUSINESS	7
4.2 USE OF SUBCONTRACTORS	8
4.3 SUBCONTRACTS AND ASSIGNMENT	8
4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT	8
4.5 MATERIALS AND WORKMANSHIP	8
5.0 DELIVERY REQUIREMENTS	9
5.1 ORDER FULFILLMENT REQUIREMENTS	9
5.2 EQUIPMENT DEMONSTRATION	9
5.3 SHIPPING AND RISK OF LOSS	9
5.4 DELIVERY	9
5.5 SITE SECURITY	10
5.6 INSPECTION AND REJECTION	10
5.7 TREATMENT OF ASSETS	10
6.0 PAYMENT	11
6.1 ADVANCE PAYMENT PROHIBITED	11
6.2 IDENTIFICATION	11
6.3 PAYMENT, INVOICING AND DISCOUNTS	11
6.4 TAXES, FEES AND LICENSES	11
6.5 OVERPAYMENTS TO CONTRACTOR	12
6.6 AUDITS	12
7.0 QUALITY ASSURANCE	12
7.1 RIGHT OF INSPECTION	12
7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	12
7.3 PRODUCT WARRANTY	12
7.4 WARRANTIES	13
7.6 COST OF REMEDY	13
7.8 TRAINING	13

Master Agreement 8200060948 with Siddons Martin Emergency dba Skeeter Brush Trucks for Fire Trucks and Fire Apparatus

8.0	INFORMATION AND COMMUNICATIONS.....	13
8.1	ADVERTISING	13
8.2	RETENTION OF RECORDS	13
8.3	PROPRIETARY OR CONFIDENTIAL INFORMATION.....	14
8.4	NON-ENDORSEMENT AND PUBLICITY	14
9.0	GENERAL PROVISIONS	14
9.1	GOVERNING LAW/VENUE.....	14
9.2	SEVERABILITY	14
9.3	SURVIVORSHIP	14
9.4	INDEPENDENT STATUS OF CONTRACTOR	15
9.5	GIFTS AND GRATUITIES.....	15
9.6	INDEMNIFICATION AND HOLD HARMLESS	15
9.8	NO WAIVER OF SOVEREIGN IMMUNITY	15
9.9	PERSONAL LIABILITY	16
9.10	INSURANCE.....	16
9.12	NONDISCRIMINATION	17
9.13	OSHA REQUIREMENTS	17
9.14	ANTITRUST.....	17
9.15	WAIVER.....	17
9.16	APPLICABLE STANDARD TERMS AND CONDITIONS	18
10.0	DISPUTES AND REMEDIES	18
10.1	PROBLEM RESOLUTION AND DISPUTES	18
10.2	ADMINISTRATIVE SUSPENSION	19
10.3	FORCE MAJEURE.....	19
10.4	ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS	19
10.5	NON-EXCLUSIVE REMEDIES	19
10.6	FEDERAL FUNDING.....	19
10.7	FEDERAL RESTRICTIONS ON LOBBYING.....	20
10.8	FEDERAL DEBARMENT AND SUSPENSION.....	20
11.0	MASTER AGREEMENT TERMINATION	20
11.1	MATERIAL BREACH.....	20
11.2	OPPORTUNITY TO CURE	20
11.3	TERMINATION FOR CAUSE.....	21
11.4	TERMINATION FOR CONVENIENCE	21
11.5	TERMINATION FOR WITHDRAWAL OF AUTHORITY	22
11.6	TERMINATION FOR NON-ALLOCATION OF FUNDS	22
11.7	TERMINATION FOR CONFLICT OF INTEREST.....	22
11.8	TERMINATION BY MUTUAL AGREEMENT	22
11.9	TERMINATION PROCEDURE.....	22
12.0	MASTER AGREEMENT EXECUTION	24
12.1	PARTIES.....	24
12.2	ENTIRE AGREEMENT	24
12.3	ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY	25
12.4	LEGAL NOTICES	25
12.5	LIENS, CLAIMS AND ENCUMBRANCES	27
12.6	AUTHORITY TO BIND	27
12.7	COUNTERPARTS.....	27
APPENDIX A	STANDARD DEFINITIONS.....	28
APPENDIX B	NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS.....	33
APPENDIX C	CONTRACTOR INFORMATION AND PROFILE	53
APPENDIX D	AWARD & DISCOUNT SHEET	55

1.0 OVERVIEW

1.1 MASTER AGREEMENT SCOPE

The purpose of this Master Agreement is the purchase of vendor-provided equipment and services for Fire Trucks and Fire Apparatus. Contracts may be established with one or more vendors for each of these services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the Contractor.

1.2 MASTER AGREEMENT SCOPE AND MODIFICATIONS

The State of Mississippi (SOM) reserves the right to modify this Master Agreement by mutual agreement between the SOM and the Contractor, so long as such modification is substantially within the scope of the original Master Agreement. Such modifications will be evidenced by issuance of a written authorized amendment by the Master Agreement Administrator.

1.3 RECITALS

The State of Mississippi (acting as the Lead State for the NASPO ValuePoint Cooperative Purchasing Organization), acting by and through the Mississippi Department of Finance and Administration, issued a Request for Proposals (RFP) for the purpose of purchasing equipment and services for Fire Trucks and Fire Apparatus in accordance with its authority under 31-7-1, et seq., of Mississippi Code of 1972, as amended.

Siddons-Martin Emergency, LLC., Skeeter Brush Trucks submitted a timely Response to the SOM's Solicitation (incorporated by reference).

The SOM evaluated all properly submitted Responses to the above-referenced RFP and has identified Siddons-Martin Emergency, LLC., Skeeter Brush Trucks as one of the apparently successful Contractors.

The SOM has determined that entering into a Master Agreement with Siddons-Martin Emergency, LLC., Skeeter Brush Trucks for the attached categories of Fire Trucks and Fire Apparatus will meet the needs, and be in the best interest of SOM and NASPO ValuePoint.

NOW THEREFORE, SOM awards to Siddons-Martin Emergency, LLC., Skeeter Brush Trucks this Master Agreement, the terms and conditions of which shall govern Contractor's furnishing to Purchasing Entities the equipment and services identified herein. This Master Agreement is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 INDEFINITE QUANTITY

The SOM/NASPO ValuePoint Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

1.5 MASTER AGREEMENT TERM

The initial term of this Master Agreement is from the date of last signature through December 31, 2024, with the option to extend for two (2) additional one (1) year term(s) or portions thereof. Extensions for each additional term shall be offered at the sole discretion of the SOM and are subject to written mutual agreement. The total Master Agreement term, including the initial term and all

Master Agreement 8200060948 with Siddons Martin Emergency dba Skeeter Brush Trucks for Fire Trucks and Fire Apparatus

subsequent extensions, shall not exceed five (5) years unless an emergency exists and/or special circumstances require a partial term extension. The SOM reserves the right to extend with all or some of the Contractors, solely determined by the SOM.

2.0 MASTER AGREEMENT ADMINISTRATION

2.1 SOM MASTER AGREEMENT ADMINISTRATOR

The SOM shall appoint a single point of contact that will be the Master Agreement Administrator for this Master Agreement and will provide oversight of the activities conducted hereunder. The Master Agreement Administrator will be the principal contact for Contractor concerning business activities under this Master Agreement. The SOM will notify Contractor, in writing, when there is a new Master Agreement Administrator assigned to this Master Agreement.

2.2 ADMINISTRATION OF MASTER AGREEMENT

SOM will maintain Master Agreement information and pricing and make it available on the DFA web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Master Agreement requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the SOM Master Agreement Administrator concerning Contractor's performance under this Master Agreement;
3. Immediately notify the Master Agreement Administrator in writing of any change of the designated Contractor's Representative assigned to this Master Agreement;
4. Agree that any violation of any provision of this paragraph may be considered a material breach establishing grounds for Master Agreement termination; and
5. Be bound by all written communications given to or received from the Contractor's Representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss Master Agreement performance requirements. The time and place of this conference will be scheduled following Master Agreement award.

2.5 MASTER AGREEMENT MANAGEMENT

Upon award of this Master Agreement, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this Master Agreement to all authorized Master Agreement Participating/Purchasing Entities.
3. Ensure that those who endeavor to utilize this Master Agreement are Authorized Purchasers and authorized Participating or Purchasing Entities under the terms and conditions of this Master Agreement.