GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fire Facilities, Inc., hereinafter referred to as the Contractor, having its principal place of business at 314 Wilburn Road, Sun Prairie, WI 53590.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

**ARTICLE 6: PERFORMANCE PERIOD**
This Agreement shall be performed during the period which begins Nov 01 2020 and ends Oct 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

**ARTICLE 7: PAYMENT OR FUNDING**
Payment provisions under this Agreement are outlined in the Special Provisions.

**ARTICLE 8: REPORTING REQUIREMENTS**
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor’s ability to participate in future opportunities with H-GAC. The Contractor’s failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

**ARTICLE 9: INSURANCE**
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor’s compliance, or that of Contractor’s subcontractors, with any laws or regulations.

**ARTICLE 11: AUDIT**
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 12: EXAMINATION OF RECORDS**
The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or
off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part-time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS
The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS
A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES
The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.
A. Convenience
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. Default
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of
the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified
herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any
reason whatsoever, or so fails to make progress or otherwise violates the Agreements that
completion of services herein specified within the Agreement term is significantly
endangered, and in either of these two instances does not cure such failure within a period
often (10) days (or such longer period of time as may be authorized by H-GAC in writing)
after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid
or unenforceable, such determination shall not affect any other term of this Agreement, which shall
continue in full force and effect.

ARTICLE 17: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the
performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of
labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause
reasonably beyond the party’s control and not attributable to its neglect or nonfeasance, in such event,
time for the performance of such obligation or duty shall be suspended until such disability to
perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of
the Contractor, and no other public officials of the Contractor who exercise any functions or
responsibilities in the review or Contractor approval of this Agreement, shall participate in any
decision relating to this Agreement which affects his or her personal interest, or shall have any
personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE
Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards,
and environmental compliance. Additionally, for work to be performed under the Agreement or
subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify
each potential subcontractor or supplier of the Contractor’s federal compliance obligations. These may
include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits
discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments
of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the
basis of sex; (c) the Fair Labor Standards Act of 1938 (29 U.S.C. 676 et. seq.), (d) Section 504 of the
Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of
handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment
6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and
Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug
abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation
Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or
alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-
3), as amended, relating, to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the
Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the
sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)
applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS
The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor’s ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY
H-GAC’s liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor’s negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR’S LIABILITY
Except as specified in any separate writing between the Contractor and an END USER, Contractor’s total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to
END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

**ARTICLE 23: TITLES NOT RESTRICTIVE**
The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 24: JOINT WORK PRODUCT**
This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 25: DISPUTES**
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 27: ORDER OF PRIORITY**
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.
SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Fire Facilities, Inc.

- **Name**: Jeffrey Burbach
- **Title**: CEO
- **Date**: 10/19/2020

H-GAC

- **Signature**: [Signature Image]
- **Name**: Chuck Wemple
- **Title**: Executive Director
- **Date**: 10/21/2020
SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the
Special Provisions as follows:

**ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated
into the Agreement by reference: Bid/Proposal Specifications and Contractor’s Response to the Bid/Proposal.

**ARTICLE 2: END USER AGREEMENTS (“EUA”)**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement (“EUA”) with the
Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC
Agreement. H-GAC’s acknowledgement is not an endorsement or approval of the End User Agreement’s
terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or
conditions that conflict with those in Contractor’s Agreement with H-GAC. Contractor affirms that
termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying
EUA, which shall in each instance, continue pursuant to the EUA’s stated terms and duration. Pursuant to the
terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any
new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC
on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

**ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement,
Contractor develops a regularly followed standard procedure of entering into agreements with other
governmental customers within the State of Texas, and offers the same or substantially the same
products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more
favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days
thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date
of Contractor’s most favorable past agreement with another entity. Contractor shall provide the same prices,
warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement.
H-GAC shall have the right and option at any time to decline to accept any such change, in which case the
amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit,
or term that was charged or offered to another entity during the term of this Agreement, does not constitute
more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing,
setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment.
H-GAC, after due consideration of Contractor’s written explanation, may decline to accept such explanation
and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective
retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,
benefits, or terms to H-GAC and the END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor’s total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER’s payment, whichever comes first, notwithstanding Contractor’s receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC’s Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General
Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.

e. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

**ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC’s contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

**ARTICLE 10: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

**ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING**

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle
Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.
<table>
<thead>
<tr>
<th>Base Product Code</th>
<th>Description</th>
<th>Sales Price</th>
<th>Monthly Lease Cost / Term in Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>MB20LD01</td>
<td>Wesco Model WS-1 (Trainee) - Tower: 24'L x 30'W x 10'H, (4) 3’ x 7’ Exterior Steel Doors, (4) Interior Steel Doors, (8) 3’ x 4’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb, (4) Interior Rooms, (1) Burn Room, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System</td>
<td>$68,930.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD02</td>
<td>Wesco Model WS-2 (Probie) - Tower: 22’L x 16’W x 25’H, 16° Single Pitch Roof, Interior Stair to 2nd Floor, Interior Fixed Ladder, 2nd Floor to Attic, (1) 3’ x 7’ Exterior Steel Door, (1) 3’ x 7’ Interior Steel Door, (6) 3’ x 4’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb, (1) Drywall Curb; Burn Room Annex: 14’L x 16’W x 9’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System</td>
<td>$85,900.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD03</td>
<td>Wesco Model WS-3 (Firefighter) - Tower: 22’L x 16’W x 34’H, 16° Single Pitch Roof, Interior Decks: 2nd, 3rd, and Attic, Interior Stair to 3rd Floor, Interior Fixed Ladder, 3rd Floor to Attic, (1) 3’ x 7’ Exterior Steel Door, (1) 3’ x 7’ Interior Steel Door, (8) 3’ x 4’ Window Openings with Steel Shutters, (1) 2-1/2’ x 3’ Window Opening with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb; Burn Room Annex: 14’L x 16’W x 9’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System</td>
<td>$113,600.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD04</td>
<td>Wesco Model WS-4 (Captain) - Tower: 25’L x 22’W x 40’H, Flat Roof, Parapet Roof Guard With Chained Opening, Interior Stairs to 4th Floor, Interior Fixed Ladder, 4th Floor to Roof, (2) 3’ x 7’ Exterior Steel Door, (1) 3’ x 7’ Interior Steel Door, (10) 3’ x 4’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb and (1) 2’-6” x 3’ Bilco Roof Hatch; Burn Room Annex: 14’L x 22’W x 10’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System</td>
<td>$177,600.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD05</td>
<td>Wesco Model WH-2 (Battalion Chief) - Residential Section: 35’ 4”L x 22’W x 27’H; Ridge: 24’ Eave, 16° Gable Roof, Interior “L” Shaped Stair to 2nd Floor, (1) 3’ x 7’ Exterior Steel Door, (1) 6’ x 7’ Exterior Double Leaf Steel Door, (1) 3’ x 7’ Interior Steel Door, (13) 3’ x 4’ Window Openings with Steel Shutters, (1) 6’ x 4’ Window Opening with Steel Shutters, (4) 3’ x 4’ Gable Steel Shutters, (2) 4’ x 4’ Roof Chop-Out Curbs, (2) Drywall Curbs; Burn Room Annex: 14’L x 22’W x 10’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.</td>
<td>$145,200.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD06</td>
<td>Wesco Model WH-3S (Lieutenant) - Tower: 22’L x 16’W x 34’H, Flat Roof, Parapet Roof Guard with Chained Opening, Interior Stairs to 3rd Floor, Interior Fixed Ladder, 3rd Floor to Attic, (1) 3’ x 7’ Exterior Steel Door, (1) 3’ x 7’ Interior Steel Door, (8) 3’ x 4’ Window Openings with Steel Shutters, (2) 2-1/2’ x 3’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb and (1) 2-6” x 3’ Bilco Roof Hatch; Burn Room Annex: 14’L x 16’W x 9’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.</td>
<td>$125,300.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD07</td>
<td>Wesco Model WH-3ST (Division Chief) - Tower: 22’L x 16’W x 36’H, Flat Roof, Parapet Roof Guard with Chained Opening, Interiors Stairs to 4th Floor, Interior Fixed Ladder, 4th Floor to Roof, (2) 3’ x 7’ Exterior Steel Doors, (1) 3’ x 7’ Interior Steel Door, (9) 3’ x 4’ Window Openings with Steel Shutters, (1) 2’6” x 3’ Bilco Roof Hatch, (1) 2nd Floor 6’ x 8’ Inset Balcony; Residential Section: 14’L x 16’W x 25’H with 16° Gable Roof, Roof Ladder Fender Brackets, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 3’ Window Openings with Steel Shutters, (2) 3’ x 4’ Window Openings with Steel Shutters, (2) 3’ x 3’ Hinged Gable Louvers, (2) 4’ x 4’ Roof Chop-Out Curbs, (1) 1st Floor Burn Room, (1) 2nd Floor Maze Room, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.</td>
<td>$165,600.00</td>
<td>N/A</td>
</tr>
<tr>
<td>MB20LD08</td>
<td>Wesco Model WH-4 (Fire Chief) - Tower:  12’L x 22’W x 40’H, Flat Roof, Parapet Roof Guard with Chained Opening, Interior &quot;U&quot; Shaped Stairs to 4th Floor, Interior Fixed Ladder, 4th Floor to Roof, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) 2’-6” x 3’ Bilco Roof Hatch; Residential Section:  34’L x 22’W x 27’H, 16° Gable Roof, Interior “L” Shaped Stair to 2nd Floor, (1) 3’ x 7’ Exterior Steel Doors, (3) 3’ x 7’ Interior Steel Door, (1) 6’ x 7’ Exterior Double Leaf Steel Door, (11) 3’ x 4’ Window Openings with Steel Shutters, (1) 6’ x 4’ Window Opening with Steel Shutters, (2) 3’ x 3’ Hinged Gable Louvers, (2) 4’ x 4’ Roof Chop-Out Curbs, (2) Drywall Curbs; Burn Room Annex:  14’L x 22’W x 10’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.</td>
<td>$241,800.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Wesco Model WT-4 (Commissioner) - Tower: 25’L x 22’W x 40’H, Flat Roof, Parapet Roof Guard with Chained Opening, Interior "U" Shaped Stairs to 4th Floor, Interior Fixed Ladder, 4th Floor to Roof Hatch, (3) 3’ x 7’ Exterior Steel Doors, (5) 3’ x 4’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb, (1) 2’6” x 4’6” Bilco Roof Hatch, (1) 8’ x 10’ Inset balcony On 2nd and 3rd Floors; Residential Section: 33’11”L x 22’W x 27’3”H, 16’ Gable Roof and Flat Roof, Parapet Roof Guard with Chained Opening, Interior "L" Shaped Stair to 2nd Floor, (7) 3’ x 7’ Exterior Steel Doors, (11) 3’ x 7’ Interior Steel Doors, (10) 3’ x 4’ Window Openings with Steel Shutters, (2) 3’ x 3’ Hinged Gable Louvers, (2) 4’ x 4’ Roof Chop-Out Curbs, (1) 4’ x 35’ Cantilevered Balcony with Fire Escape, (1) 2nd Floor Burn Room, (1) Burn Area in Attic, (1) Westec™ Insulation System; Burn Room Annex: 14’L x 22’W x 10’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (1) 3’ x 7’ Interior Steel Door, (2) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.

| MB20LD09 | $354,200.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD10 | Wesco Model FF-3 (Deputy Chief) - Tower: 12’L x 22’W x 30’H, Flat Roof, Parapet Roof Guard with Chained Opening, Interior "U" Shaped Stairs to 3rd Floor, Interior Fixed Ladder, 3rd Floor to Roof, (1) 3’ x 7’ Exterior Steel Door, (1) 3’ x 4’ Window Opening with Steel Shutters, (1) 2’-6” x 3’ Bilco Roof Hatch; Residential Section: 22’ 8”L x 22’W x 27’H, 16° Gable Roof, Roof Ladder Fender Brackets, (1) 3’ x 7’ Exterior Steel Door, (1) 6’ x 7’ Exterior Double Leaf Steel Door, (3) 3’ x 7’ Interior Steel Door, (8) 3’ x 4’ Window Openings with Steel Shutters, (1) 6’ x 4’ Window Opening with Steel Shutters, (2) 3’ x 3’ Hinged Gable Louvers, (2) 4’ x 4’ Roof Chop-Out Curbs, (2) Drywall Curbs, (1) 2nd Floor Burn Room, (1) Westec™ Insulation System; Burn Room Annex: 14’L x 22’W x 10’H, Roof: 1/2” in 12” Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System. | $199,300.00 | N/A | N/A | N/A | N/A | N/A | N/A |
**Wesco Model (FF-4) Assistant Fire Chief - Tower:**
12'L x 22'W x 40'H, Flat Roof, Parapet Roof Guard with Chained Opening, Interior "U" Shaped Stairs to 4th Floor, Interior Fixed Ladder, 4th Floor to Roof, (1) 3' x 7' Exterior Steel Door, (2) 3' x 4' Window Opening with Steel Shutters, (1) 2'-6" x 3' Bilco Roof Hatch; Residential Section: 22' 8"L x 22'W x 27'H, 16° Gable Roof, Roof Ladder Fender Brackets, (1) 3’ x 7’ Exterior Steel Door, (1) 6’ x 7’ Exterior Double Leaf Steel Door, (3) 3’ x 7’ Interior Steel Door, (8) 3’ x 4’ Window Openings with Steel Shutters, (1) 6’ x 4’ Window Opening with Steel Shutters, (2) 3’ x 3’ Hinged Gable Louvers, (2) 4’ x 4’ Roof Chop-Out Curbs, (2) Drywall Curbs, (1) 2nd Floor Burn Room, (1) Westec™ Insulation System; Burn Room Annex: 14’L x 22’W x 10’H, Roof: 1/2" in 12" Single Pitch, (1) 3’ x 7’ Exterior Steel Door, (3) 3’ x 4’ Window Openings with Steel Shutters, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System.

| MB20LD11 | $220,700.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD12 | Wesco Model HC-1 (Hall Crawler) - Building: 46’L x 22’W x 20’H, Flat Roof, Parapet Roof Guard with Chained Opening, Exterior 2nd Floor Cantilevered Balcony 39’ x 4’, Exterior Stair to 2nd Floor, Interior “U” Shaped Stair to 2nd Floor, Interior Fixed Ladder, 2nd Floor to Roof, (1) 2’-6” x 3’ Bilco Roof Hatch, (8) 3’ x 7’ Exterior Steel Doors, (1) 6’ x 7’ Exterior Steel Door, (13) 3’ x 7’ Interior Steel Doors, (14) 3’ x 4’ Window Openings with Steel Shutters, (1) 4’ x 4’ Roof Chop-Out Curb, (4) 1st Floor Rooms, (1 Burn Room & 1 Corner Burn Area), (5) 2nd Floor Rooms, (1 Burn Room), (1) Westec™ Insulation System, (1) Westec™ Insulation System. | $211,800.00 | N/A | N/A | N/A | N/A | N/A |

| MB20LD13 | Wesco Model RSG-1 (Ready-Set-Go) - Unit: Outside: 32’-0” L x 8’-6” W x 10’-2” H; Burn Room: 24’-0” L x 8’-6” W x 10’-2” H; Storage: 7’-10 ½” L x 8’-6” W x 10’-2” H, Weight: 15,800 lbs., Roof: 18-Gauge Galvanized Steel, Live Load 100 psf, Framing: 16-Gauge Galvanized Steel “C” Studs, 24” o.c., Deck: 11-Gauge Galvanized Steel Tread Plate, Live Load 100 psf, Exterior: 18-Gauge Galvanized Steel, Painted, 3’ x 3’ Chop-Out Curb With Steel Cover, (5) 3’ x 7’ Steel Doors, (2) 3’ x 4’ Window Openings with Steel Shutters, Levelers: (14) Manual Adjustment, 9” Maximum Adjustment, Lift Pockets: (4) Tubular, Galvanized Steel; Burn Room: 3-Head Sprinkler System with 1-1/2” Connection, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System. | $80,200.00 | N/A | N/A | N/A | N/A | N/A |
| MB20LD14 | Wesco Model MBR-25 (Mobile Trainee) - Trailer: Gooseneck Cargo Van, 21,000 lbs. GVWR, O. A. L. 30'-8 1/4", O.A.W. 8'-6", O.A.H. 12'-8 5/8", Floor Height from Grade: 2'-11 5/8", Axles: (3) 7000 lbs Axles, Wheels: (6) 16" Rims, Tires: (6) 235/85R, 10 Ply, Hitch: 2" King Pin Hitch (Adjustable), Brakes: Electric, Each Axle, Levelers: (2) 50,000 lbs, 2 Speed Double Leg, Structural Steel Framing: 24" on Center, Formed Trailer Cross Members: 12" on Center; Body: 16-Gauge Steel Wall and Ceiling Framing, Prepainted Steel Exterior, 18-Gauge, 18-Gauge Box Ribbed Steel Roof, 11-Gauge Steel Tread Floor Plate, (3) Entrance Doors with Removable Stairs, (5) 3' x 4' Window Openings with Steel Shutters, (1) 4' x 4' Roof Chop-Out Curb, (1) 2'-6" x 3'-0" Bilco Roof Hatch, Front Storage Area with Cargo Door, Lights: Running, Parking, Turning & Brake; Burn Room: 25' 8-1/4"L x 8' 6"W x 8' 10-1/2"H, 3-Head Sprinkler System with 1-1/2" Connection, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System. | $93,000.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD15 | Wesco Model VT-1 (Volunteer One) - Building: 16'L x 24'W x 9'H; 10 Single Pitch Roof, 18-Gauge Steel Roof Panels, (1) 3' x 7' Exterior Steel Door, (1) 8' x 7' Exterior Double Leaf Steel Door, (1) 3' x 7' Interior Steel Door, (3) 3' x 4' Window Openings with Steel Shutters, (1) 4' x 4' Roof Chop-Out Curb, (1) Interior Room with 8' x 7' Double-Door Opening, (1) Burn Room with 3' x 7' Door Opening, (1) Westec™ Insulation System, (1) Scout Temperature Monitoring System; Features: Burn Room with Three Windows, Openings with Steel Shutters, Fully Rated Working Deck, 4' x 4' Chop-Out Curb. | $39,910.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD16 | Wesco Model VT-2 (Volunteer Two) - Building: 18'L x 16'W x 18'H Flat Roof, 18-Gauge Steel Roof Panels, Roof Rail System, Exterior Fire Escape to 2nd Floor, Interior "L" Shaped Stair to 2nd Floor, Interior Fixed Ladder, 2nd Floor to Roof, (4) 3' x 7' Exterior Steel Doors, (1) 3' x 7' Interior Steel Door, (4) 3' x 4' Window Openings with Steel Shutters, (1) 4' x 4' Roof Chop-Out Curb, (1) Rappelling Anchor, (1) Burn Room with 3' x 7' Door Opening, (1) Westec™ Insulation System; Features: First Floor Burn Room, Interior Stairs to Second Floor, Second Level Balcony, (1) 4' x 4' Chop-Out Curb, (1) 2'-6" x 3' Bilco Roof Hatch With Fixed Ladder, (1) Scout Temperature Monitoring System. | $75,400.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD17 | Series 1000 Classroom (S1-C) - Tactical Training Building: 35'-6"L x 24'W x 12'H Ridge, Wind Load: 90 MPH, (2) 3' x 7' Exterior Steel Doors, (2) 3' x 7' Interior Steel Doors, (4) 3' x 4' Windows, Framing for a 11'-7" x 10'-6" Bathroom, Framing for a 11'-7" x 3'-6" Utility Room, Standing Seam Roof System, Note: Interior finishes, insulation and mechanical systems are provided by others. | $47,140.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD18 | Series 1000 Residence (S1-R) - Tactical Training Building: 30'L x 24'W x 12'H Ridge, Roof Live Load: 100 PSF, Wind Load: 90 MPH, (4) Interior Rooms, (4) 3' x 7' Exterior Steel Doors, (4) 3' x 7' Interior Steel Doors, (8) 3' x 4' Window Openings with Steel Shutters. | $54,140.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD19 | Series 2000 Motel/Mall (S2-MM) - Tactical Training Building: 58'L x 42'-4"W x 27'H Ridge, Motel – Gable Roof, Mall – Flat Roof, Roof Live Load: 100 PSF, Floor Live Load: 100 PSF, Wind Load: 90 MPH, Exterior Second Floor Balcony 65'L x 4'W, Parapet Roof Guard with Chained Opening (Mall), (2) Exterior Stairs to 2nd Floor, (15) 3' x 7' Exterior Steel Doors, (3) 6' x 7' Exterior Steel Doors, (21) 3' x 7' Interior Steel Doors, (2) 2'-6" x 3'-0" Roof Hatches to Attic, (2) 2'-6" x 3'-0" Roof Hatches to Motel Roof, (2) Exhaust Fans, (4) Rappelling Rings. | $268,220.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD20 | Series 2000 Residence (S2-R) - Tactical Training Building: 46'L x 22'W x 20'H; Flat Roof, Roof Live Load: 100 PSF, Floor Live Load: 100 PSF, Wind Load: 90 MPH, Exterior Second Floor Balcony 39'L x 4'W, Parapet Roof Guard with Chained Opening, Exterior And Interior Stair to 2nd Floor, Interior Fixed Ladder, 2nd Floor to Roof, (4) First Floor Rooms, (5) Second Floor Rooms, (8) 3' x 7' Exterior Steel Doors, (1) 6' x 7' Exterior Steel Door, (13) 3' x 7' Interior Steel Doors, (14) 3' x 4' Window Openings with Steel Shutters, (1) 2'-6" x 3'-0" Roof Hatch. | $189,725.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD21 | Series 3000 Residence (S3-R) - Tactical Training Building: 46'L x 22'W x 30'H; Sloped Roof and Flat Roof, Roof Live Load: 100 PSF, Floor Live Load: 100 PSF, Wind Load: 90 MPH, Parapet Roof Guard with Chained Opening on Flat Roof, Interior Stair to 2nd Floor, Exterior Fire Escape, (3) 3' x 7' Exterior Steel Doors, (1) 6' x 7' Exterior Steel Door with Canopy, (15) 3' x 7' Interior Steel Doors, (15) 3' x 4' Window Openings with Steel Shutters, (1) 2'-6" x 3'-0" Roof Hatch to Attic, (1) 2'-6" x 3'-0" Roof Hatch to Flat Roof, (22) Galvanized Steel Movable Partition Panels, (3) Rappelling Rings. | $170,720.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MB20LD22 | Series 4000 Tower/Residence (S4-TR) - Tactical Training Building: 12'L x 22'W x 40'H, Flat Roof, Roof Live Load: 100 PSF, Floor Live Load: 100 PSF, Wind Load: 90 MPH, Parapet Roof Guard with Chained Opening, Interior Stairs to 2nd, 3rd, 4th Floors, Interior Fixed Ladder, 4th Floor to Roof, (1) 3' x 7' Exterior Steel Door, (2) 3' x 7' Interior Steel Doors, (3) 3' x 4' Window Openings with Steel Shutters, (1) 2'-6" x 3'-0" Roof Hatch. | $243,010.00 | N/A | N/A | N/A | N/A | N/A | N/A |