

MUTUAL USE CONTRACT

THIS Contract is made and entered into, effective as of _____, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Hughes Fire Equipment Inc. (the "Company"), a corporation organized and existing under the laws of the State of Oregon, with the primary office located at 910 Shelley Street, Springfield, Oregon 97477.

RECITALS

WHEREAS, the Company and Houston-Galveston Area Council of Governments (H-GAC) (the Originating Government Entity) have entered into that Contract dated Original Contract Date (Contract No. AM 10-20), which provides for ambulances, EMS, and other special service vehicles (the "Company Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities and cooperative purchasing organizations with the authorization of the Company; and

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. The following documents are hereby incorporated into this Contract:

Exhibit "A" Special Conditions (four (4) pages); and
Exhibit "B" (16 pages, incl. cover page), the terms, conditions and covenants of the Supplier Contract; and
Exhibit "C" (15 pages, incl. cover page) Company Proposal, specifications; and warranties

In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A", Exhibit "B", and Exhibit "C" in that order.

2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.
3. The Company Contract is based upon the estimated procurement figures of the Originating Government Entity or Cooperative Purchasing Organization. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Company Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Company Contract.
4. The Contract Amount shall not exceed \$3,300,849.00.
5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from Award Date through and including the delivery and acceptance of the nine (9) ambulances (the Goods)...

In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating

Government Entity or Cooperative Purchasing Organization. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

7. Any change or modification to the Company Contract between the Company and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.
8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.
9. This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

12. City/Company Representative [CAO - 08/22/2019]

- (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.
- (b) The Company Representative for this Contract is Tracie Richards & Sales Representative, trichards@hughesfire.com. The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

- (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx;

or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Tracie Richards
Hughes Fire Equipment, Inc.
910 Shelley Street
Springfield, Oregon 97477
trichards@hughesfire.com

(b) The parties shall provide written notification of any change in the information stated above.

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the City or Company Representative, as appropriate.

14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-2, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.

15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS**HUGHES FIRE EQUIPMENT, INC.**

DocuSigned by:

Rex HUGHES

10/27/2022 | 9:17 AM PDT

3F2ABE9A2EDC46E...

Signature

Date

Signature

Date

Printed Name

Rex HUGHES

Printed Name

Title

President

Title

ATTEST:

LuAnn D. Holmes, MMC

Date

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Timothy J. Geswein

10/27/2022 | 7:52 AM PDT

80C2887628DE474...

Deputy City Attorney

Date

Timothy J. Geswein

Printed Name

EXHIBIT A - SPECIAL CONDITIONS**A-1 Agreement Type**

This Contract covers a one-time purchase and delivery of nine (9) ambulances which are described in Exhibit C. The City will issue a Purchase Order subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and will not represent the ordering of any additional quantities of Goods beyond what is set forth in this Contract. The Contract number will be reflected on the face of the Purchase Order.

A-2 Pricing and Payment [CAO-01/20/16] R

- (a) Payment to the Supplier will be made only for the actual quantities of the Goods delivered and accepted by the City, upon receipt of an invoice submitted in accordance with Section A-4 (Invoices).
- (b) The City will pay the Company the following price for nine (9) ambulances:

Product Code	Description	Qty	Unit Price	Extended Price
AM20NA11	International MV607 2WD Life Line Highliner Ambulances TR10079-0002	9	\$366,761	\$3,300,849

- (c) The prices set forth (b) include the costs and expenses associated with delivering and tendering the Goods to the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

Pricing Revisions. During the term of this Contract, pricing for the Goods may be revised due to unforeseen price increases enacted by the commercial chassis supplier or suppliers of major components of the Goods. If a decrease occurs, the City shall receive the benefit of this change with a corresponding decrease in pricing to the City. If an increase occurs in the cost of doing business, the Company may request a price escalation provided written justification is submitted to the City. The Company shall provide any supporting documentation requested by the City. The City shall, in its sole discretion, determine if the price revision is justified.

A-3 Delivery Requirements [CAO-01/20/16] R

- (a) Delivery - F.O.B. Destination. The Supplier shall deliver the Goods F.O.B. Destination. The delivery point shall be specified delivery address as listed on the Purchase Order. The Supplier shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. All delivery pricing shall include any necessary unloading.
- (b) Delivery Coordination. All deliveries are to be coordinated with David Bougsty at (702) 229-0462. The City reserves the right to refuse delivery if advance notice is not given.
- (c) Failure to Deliver. The estimated delivery time will be between 240 to 270 days from receipt of a Purchase Order and receipt of chassis from the manufacturer. Notwithstanding a Force Majeure event, if the Supplier fails to deliver the Goods in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Goods from another supplier. If the Goods are procured from another supplier, the Supplier shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.
- (d) Inspection and Acceptance.

The Goods will be inspected at the factory by authorized representative(s) of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. The inspection trips will be coordinated with the Company per the terms of Exhibit D "Company Proposal." In the event deficiencies are detected, the Goods will be rejected to enable the Supplier to make the necessary repairs, adjustments or replacements.

A-4 Invoices [CAO-9/2020]

- (a) The Company shall timely submit a detailed invoice to the City immediately for the quantities delivered and accepted at the Company's factory. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

- (c) A duplicate copy of the invoice is to be sent to the City's designated representative at dbougsty@lasvegasnevada.gov.
- (d) The following Prompt Payment Discount will apply: Not Applicable.
- (e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-5 Insurance [CAO-3/31/2022]

The Company shall procure and maintain insurance as required by law and as appropriate for this Contract, including Workers' Compensation, Professional Liability, General Liability and Auto Liability Insurance coverage, at its own expense, for all work related to the performance of this Contract. The Company must remedy at its own expense all injuries to persons and damage or loss to any City property caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

A-6 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by

reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-7 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

A-8 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For

any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract

EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

<u>Section</u>	<u># Pages</u>
Amendment No. 1 to Contract No. AM10-20	1
Contract No. AM10-20	14

AMENDMENT No. 1 to CONTRACT No. AM10-20
For
Ambulances, EMS & Other Special Service Vehicles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Hughes Fire Equipment Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through September 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

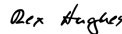
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director
Date: 10/10/2022

Signed for: **Hughes Fire Equipment Inc.**

Printed Name & Title:

DocuSigned by:

7F830480DB814D7...
Rex Hughes President
Date: 10/7/2022

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Hughes Fire Equipment, Inc. - Public Services -- 20-01121

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 Hughes Fire Equipment, Inc., hereinafter referred to as the Contractor, having its principal place of business at 910 Shelley Street, Springfield, OR 97477.

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 Oct 01 2020 and ends Sep 30 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 it may have 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, the 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 USC 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 Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 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 CFR 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 CFR 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

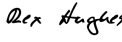
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Hughes Fire Equipment, Inc.

Signature 
7F830480DB614D7...

Name Rex Hughes

Title President

Date 10/21/2020

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/21/2020

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Hughes Fire Equipment, Inc. - Public Services -

20-01121

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 art 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.

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Attachment A
Hughes Fire Equipment Inc.
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-20

I. Frontline Communications		
** These Vehicles Can Only Be Sold In States Outside Texas **		
C. Other Specialty Vehicle or Equipment		
AM20IC01	C-17 Chevrolet Suburban-4x4	\$154,865.00
AM20IC02	C-20 Ford Transit Rapid Response van	\$166,635.00
AM20IC03	C-20 Ford Transit Rapid Response van 4x4	\$176,093.00
AM20IC04	CRU-22-3 Transit 350 High Roof van - 9,500 GVWR	\$219,449.00
AM20IC05	C-23 Sprinter Mobile Command/Communications van	\$184,372.00
AM20IC13	C-25 F-650 - 26,000 GVWR - 25 feet approximate length - Modular aluminum body.	\$370,884.00
AM20IC14	C-30 Freightliner M2-106 - 33,000 GVWR - 30 feet approximate length - Modular aluminum body.	\$459,968.00
AM20IC17	C-35 Freightliner M2-106 - 33,000 GVWR - 35 feet approximate length - Modular aluminum body.	\$525,847.00
AM20IC21	C-40 Freightliner M2-106 - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body.	\$581,804.00
AM20IC24	C-40 Arrow XT Command/Communications, 40 feet 9 inches approximate length - Modular aluminum body.	\$957,860.00
AM20IC25	C-40 Velocity Command/Communications, 40 feet 9 inches approximate length - Modular aluminum body.	\$956,124.00
AM20IC26	C-44 Freightliner M2-106 - 54,000 GVWR - 44 feet 9 inches approximate length - Modular aluminum body.	\$619,536.00
AM20IC30	C-20T Custom Trailer - 20 foot aluminum body,	\$154,275.00
AM20IC31	C-28T Custom Trailer - 28 foot aluminum body,	\$210,482.00
AM20IC32	C-35T Custom Trailer - 35 foot aluminum body,	\$305,722.00
AM20IC33	C-42T Custom Trailer - 42 foot, Modular aluminum body	\$820,522.00
AM20IC34	C-53T Custom Trailer, 53 body, Modular aluminum body	\$1,009,266.00
AM20IC35	Command Refurb/Technology Refresh	\$228,046.00
N. Life Line		
A. Ambulance		
AM20NA01	Type I Superliner 167" Body Ford F450	\$ 199,610.00
AM20NA02	Type I Superliner 171" Body Ford F450	\$ 201,760.00
AM20NA03	Type I Superliner 167" Body Ford F550	\$ 200,575.00
AM20NA04	Type I Superliner 171" Body Ford F550	\$ 202,725.00
AM20NA05	Type I Superliner 167" Body RAM 4500	\$ 196,788.00
AM20NA06	Type I Superliner 171" Body RAM 4500	\$ 198,790.00
AM20NA07	Type I Superliner 167" Body RAM 5500	\$ 198,803.00
AM20NA08	Type I superliner 171" Body RAM 5500	\$ 200,829.00
AM20NA09	Type I Highliner 171" Freightliner M2	\$ 224,850.00
AM20NA10	Type I Highliner 171" International 4300 /MV series	\$ 227,750.00
AM20NA11	Type I Highliner 171" International 4400 /MV series	\$229,750.00
AM20NA12	Type I Highliner 171" International CV	\$ 209,450.00
AM20NA13	Type I Highliner 171" Body Chevy HD 4500	\$ 200,430.00
AM20NA14	Type I Highliner 171" Body Chevy HD 5500	\$ 204,429.00
AM20NA15	Type I Paraliner 147" Body Ford F350	\$ 188,888.00
AM20NA16	Type I Paraliner 147" Body Ford F450	\$ 191,252.00

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AM20NA17	Type III Paraliner 147" Body Ford E350	\$ 167,381.00
AM20NA18	Type III Paraliner 147" Body Chevy G3500	\$ 161,321.00
AM20NA19	TYPE III Victoryliner 167" Body Ford E450	\$ 172,740.00
AM20NA20	Type III Victoryliner 167" Body Chevy G4500	\$ 165,625.00
AM20NA21	Type I Victoryliner 167" Body Ford F450	\$ 195,695.00
AM20NA22	Type I Victoryliner 167" Body Ford F550	\$ 196,660.00
AM20NA23	Type I Victoryliner 167" Body RAM 4500	\$ 192,873.00
AM20NA24	Type I Victoryliner 167" Body RAM 5500	\$ 194,888.00
AM20NA25	Type III Superliner 167" Body Ford E450	\$ 177,130.00
AM20NA26	Type III Superliner 171" Body Ford E450	\$ 179,130.00
AM20NA27	Type III Superliner 167" Body Chevy G4500	\$ 170,203.00
AM20NA28	Type III Superliner 171" Body Chevy G4500	\$ 172,278.00
AM20NA29	Type II Ford Transit T350 148" WB	\$ 110,375.00
E. Remounts (See Section B, p.e for specifics regarding "Remount" pricing)		
AM20NE01	Remount Only, Type I Life Line Body	\$87,600.00
AM20NE02	Remount Only, Type III Life Line Body	\$82,995.00
AM20NE03	Remount Only, Medium duty Life Line Body	\$95,350.00
AM20NE04	Remount type I Life Line body Ford F-350	\$137,373.00
AM20NE05	Remount type I Life Line body Ford F-450	\$139,975.00
AM20NE06	Remount type I Life Line body Ford F-550	\$140,940.00
AM20NE07	Remount type III Life Line body Ford E-350	\$119,573.00
AM20NE08	Remount type III Life Line body Ford E-450	\$121,573.00
AM20NE09	Remount type I Life Line body Chevy HD 4500	\$150,706.00
AM20NE10	Remount type I Life Line body Chevy HD 5500	\$151,818.00
AM20NE11	Remount type III Life Line body Chevy G-3500	\$114,142.00
AM20NE12	Remount type III Life Line body Chevy G-4500	\$115,274.00
AM20NE13	Remount type I Life Line body RAM 4500	\$137,151.00
AM20NE14	Remount type I Life Line body RAM 5500	\$139,166.00
AM20NE15	Remount type I Life Line body International 4300/MV	\$175,826.00
AM20NE16	Remount type I Life Line body International CV	\$157,526.00
AM20NE17	Remount type I Life Line body Freightliner -M2	\$172,926.00

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Oshkosh Corporation Classification - Restricted

FORM H - MARKETING	Invitation No.: AM10-20
Offeror Name:	Hughes Fire Equipment Inc.
<p>Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.</p>	
<p>Frontline Communications, a division of Pierce Manufacturing, Inc. has a highly experienced nationwide dealer and service network that will be participating with us on HGAC Contract AM10-20. Frontline places the H-GAC logo on its website on the Emergency Response Vehicles product landing page, on company and product signage at our Trade Events, and in each of our product brochures, flyers, and catalogs. The core strategy of our sales department is to first determine which procurement method the agency will utilize for their purchase; if a procurement method has not been established, then it is our policy to direct the agency to our H-GAC contracted products, options, and discount pricing. HGAC is our leading and preferred sales tool.</p> <p>Siddons-Martin Emergency Group promotes the use of all HGAC Contracts for our various products on multiple fronts. Our company is represented at every major show in Texas, Louisiana, Nevada, New Mexico and Utah along with National Shows such as FDIC and Fire Rescue International.</p> <p>Some of the state shows we attend are as follows:</p> <p>Texas Municipal League Texas EMS Texas A & M Municipal Show Texas Fire Chiefs Multiple Law Enforcement Conferences Many regional Conferences and Area Schools Louisiana Chiefs and Louisiana Fire Fighters Show Regional Louisiana Conferences New Mexico EMS New Mexico Chiefs New Mexico Firefighters Conference</p> <p>We also use our website along with Social Media to promote the use of the HGAC Contracts. HGAC has been a very successful selling tool for us with all our products which we will continue to promote.</p>	

EXHIBIT C - COMPANY PROPOSAL, SPECIFICATIONS AND WARRANTIES



October 3, 2022

Las Vegas Fire & Rescue, NV
Nine (9) International MV607 2WD Life Line
Highliner Ambulances TR10079-0002
Build Location: Sumner, Iowa

Proposal Price **\$3,300,849.00**

Terms:

Delivery: The units would be ready for delivery from the factory within 240 to 270 days after fully executed purchase agreement and receipt of chassis from manufacturer. Delivery is subject to change prior to order placement. This time does not include any possible delays that may be caused by national disasters or pandemic.

Proposal Expires: The above discount recap will be valid for 60 days. If order is not submitted prior to that date, revised pricing will be required.

Multiple Unit Pricing: The above pricing is based on all nine (9) units being purchased, manufactured and delivered at the same time. If units are not ordered on same po/contract, manufactured and delivered at the same time, revised pricing will be required.

Payment Terms: Final payment due prior to the unit leaving the factory for delivery.

Commercial Chassis & Component Price Volatility:

*** The following paragraph must be added to purchasing documents.**

Company shall not be responsible for any unforeseen price increase enacted by commercial chassis supplier or suppliers of major components of the Ambulance (including but not limited to aluminum, cot, power load system, electrical systems, and hardware) after contract execution. Any price increase for commercial chassis or major components of the Ambulance will be passed through to the Customer and will be documented on a Change Order.

Credit Card Payments: Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Performance Bond: A performance bond is not included in the above pricing. If customer elects a performance bond, **\$17,213.00** will be added to the purchase price or final invoice.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract AM10-20 valid until 9/30/2023 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org

Transportation: Transportation of the units to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary. If customer elects to drive the units from the factory, **\$40,500.00 (\$4,500.00 per unit)** may be deducted from the purchase price.

Inspection Trips: Two (2) factory inspection trips for four (4) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the Department elects to forgo an inspection trip \$1,925.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

Component List

Hughes Fire Equipment, Inc

Las Vegas Fire and Rescue
Dave Bougsty
500 N. Casino Center Blvd
Las Vegas, NV 89101
dbougsty@lasvegasnevada.gov

Hughes Fire Equipment, Inc.
Tracie Richards
910 Shelley Street
Springfield, OR 97477
trichards@hughesfire.com

Quote No: 10079-0002
BODY: HIGH C HIGHLINER

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ID	PART NO	DESCRIPTION	QTY
LLE	== HIGHLINER - 1.000 01/12/22 ==		
LLE	MASTER PARTS REVISION DATE (Start 07-11-22 to 10-12-22)		
LLE	00-00-0500	LIFE LINE WARRANTY	1
LLE	00-00-0700	>>>SHOP COPY DATE - FACTORY USE ONLY<<<	1
LLE	00-00-0800	Customer Contact Person (Required For Factory Use)	1
LLE	00-00-0805	Customer End User Contact Person & E-mail (Required For Factory Use)	1
LLE	00-00-3310	Sales Rep: Tracie Richards 480-745-1573	1
LLE	00-00-FL00	Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
LLE	00-00-PU00	Specify Previous Unit Number: (FACTORY USE ONLY)	1
LLE	00-00-W300	Life Line Work Order Contact Person - Steve Jacobson	1
LLE	***BODY STYLE***		
LLE	00-02-9500	171" x 96" HIGHLINER CRAWL-THRU	1
LLE	***CHASSIS***		
LLE	10-00-0100	Chassis VIN Number: (FACTORY USE ONLY)	1
LLE	10-01-0630	International MV 2WD Reg Cab	1
LLE	10-01-2910	Diamond Logic Software for Navistar Programmed at Dealership	1
LLE	10-01-3200	Medium Duty Chassis Upgrades For Ambulance Conversion	1
LLE	10-01-3400	**FACTORY USE ONLY**	1
LLE	10-02-5000	Low Voltage Throttle Manager	1
LLE	10-02-5710	Delete Hand Held Cab Spot Light	1
LLE	10-03-8210	Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/ "2" LED Light	2
LLE	10-03-8600	Three Matched Batteries Under Cab	1
LLE	10-04-3500	Owner's Manual (1 Included With Unit)	1
LLE	10-04-7500	Cab Audible Alarm (Ea)	1
LLE	10-04-9500	5 Pound Fire Extinguisher (3-A:40-B:C Rated) (Ea)	2
LLE	10-05-0110	Strike First HD Vehicle Bracket for 5 Pound Fire Extinguisher (Ea)	2
LLE	10-DL-0400	Havis Universal Console	1
LLE	***MODULAR BODY TYPE I***		
LLE	15-01-1600	Federal K-Spec Package	1
LLE	15-01-3500	Standard 72" Finished Headroom	1
LLE	15-02-0000	Standard Perko Body Intake And Exhaust Vents (3-STD)	1
LLE	15-02-1500	1 Piece Stainless Steel Wheel Well Trim Rings (Medium)	1
LLE	15-CS-9903	Highliner Body 3" Lowered Front Body Skirts	1
LLE	***MODULE DOORS AND WINDOWS***		

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ID	PART NO	DESCRIPTION	QTY
LLE	20-00-0100	2 Red Reflectors On Each Module Entry Door	1
LLE	20-00-0500	Combination Extruded/Pan Formed Module Entry Doors	1
LLE	20-01-0000	Full Height Side Entry Door With Gas Style Hold-Open	1
LLE	20-01-1000	Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
LLE	20-01-3000	Sliding Side Entry Door Window (Dark Tint)	1
LLE	20-01-4000	Highliner Rear Doors With Grabber Style Hold-Opens	1
LLE	20-01-5500	Fixed Rear Entry Door Windows (Dark Tint)	1
LLE	20-01-9000	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea)	3
LLE	20-02-0000	Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1
LLE	20-02-1500	Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
LLE	20-02-1600	Secondary Door Release Latches On All Entry Doors	1
LLE	20-02-2500	Shielded Cable Activated Module/Compartment Door Latches	1
LLE	20-02-3500	Cage Nuts On All Door Panels	1
LLE	20-02-4000	Polished Diamond Plate Lower Module Entry Door Trim Panels	1
LLE	20-02-6000	Diamond Plate Side Entry Door Stepwell W/Sealed Seam Edges	1
LLE	***EXTERIOR COMPARTMENTS***		
LLE	25-00-0100	SPECIAL NOTE TO DEALER	1
LLE	25-00-0200	2 Red Reflectors On Each Full Height Compartment Door	1
LLE	25-00-0500	Combination Extruded/Pan Formed Compartment Doors	1
LLE	25-00-0600	Polished Diamond Plate Exterior Compartment Door Panels	1
LLE	25-01-0000	Magnetic Compartment Door Switches	1
LLE	25-01-1000	Polyurethane Compartment Lining-Standard Gray	1
LLE	25-01-2500	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights	1
LLE	25-01-3300	Black Texture Coated Aluminum Exterior Compartment Vents	1
LLE	25-10-5100	Delete Highliner Curbside Front Backboard Compartment	1
LLE	25-10-7100	Move Highliner IS/OS And Side Entry Door Forward	1
LLE	25-10-7500	1 Fixed And 2 Adjustable IS/OS Compartment PVC Shelves	1
LLE	25-10-9500	Vortex Lined Walls In IS/OS Compartment	2
LLE	25-11-1600	Highliner Curbside Rear Backboard Compartment	1
LLE	25-11-2000	Highliner Streetside Front Full Height Oxygen Comp	1
LLE	25-11-2500	Highliner Streetside Double Door Intermediate Comp	1
LLE	25-11-5500	3/4 Height Double Door Streetside Rear Compartment	1
LLE	25-11-8000	Diamond Plate Adjustable Shelf W/ Ribbed Rubber Matting (Ea)	4
LLE	25-12-1000	Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea)	1
LLE	25-12-6000	Sweep Out Level Compartment Floor (Ea)	5
LLE	25-13-5600	2" Seat Belt Style Compartment Equipment Strap (Ea)	2
LLE	25-CS-0510	Custom Compartment Notch (ea)	1
LLE	25-CS-0710	Vortex Wall Plate with Vortex Horizontal Shelf Track For Mounting Equipment (ea)	2
LLE	***REAR STEP AND BUMPER ASSEMBLY***		
LLE	30-01-0100	STD Rear Bumper With Angled Style End Caps	1
LLE	30-01-3500	Full Width Diamond Plate Rear Kick Plate	1
LLE	***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***		
LLE	35-01-0000	One Piece Body Side Panels With Aluminum Lower Impact Rails	1
LLE	35-01-5115	Curbside Double Cab Step Grip Struts For Highliner (Navistar)	1
LLE	35-01-6115	Streetside Double Cab Step With Grip Struts For Highliner (Navistar)	1
LLE	35-01-7000	Whelen T0CACCCR Surface Mounted Running Board Lights (Pr)	1
LLE	35-01-7500	Rear Mud Flaps With Metal Stabilizers	1
LLE	35-01-8500	Add Rubber Mud Flaps To The Front Running Boards	1
LLE	35-01-9000	Stainless Steel Compartment And Entry Door Sill Plates	1
LLE	35-02-0000	Drip Rail Over Doors	1
LLE	35-02-0900	Frame Rail Cover	1
LLE	35-02-2500	36" High Front Stone Guards	1
LLE	***ELECTRICAL SYSTEM***		

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ID	PART NO	DESCRIPTION	QTY
LLE	40-00-0550	Elite G3 Touch Screen Electrical System	1
LLE	40-01-2000	Reverse Activated Alarm With Momentary Auto Reset Switch	1
LLE	40-01-5000	Super Auto Eject Shoreline - 20 Amp	1
LLE	40-01-6000	Super Auto Eject Shoreline - 30 Amp (Version II Inlet)	1
LLE	40-01-6900	**FACTORY USE ONLY**	1
LLE	40-02-0000	IOTA DLS-75 Battery Charger	1
LLE	40-02-3500	Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger	1
LLE	40-02-9500	Power Load Distribution Center	1
LLE	40-03-0000	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet	1
LLE	40-03-2000	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet	1
LLE	40-03-6000	Action Area 125 Volt Standard Style Hospital Grade Outlet	1
LLE	40-03-7000	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet	1
LLE	40-03-8611	Add Dual 2.4 amp USB Charger And 20 amp 12v Outlet	2
LLE	40-03-9500	Add 125 Volt 4-Plex (Ea)	1
LLE	40-04-4000	Power Door Locks For Side Entry & Rear Entry Doors	1
LLE	40-04-4500	Additional Power Door Lock (Ea)	5
LLE	40-04-6000	Hidden Switch In Rear License Plate Housing (Unlock Only)	1
LLE	40-DL-0100	audible low voltage alarm	1
LLE	40-DL-0300	Park Brake warning	1
LLE	40-DL-0400	power terminal	1
LLE	40-DL-0500	inpower battery switch with wake button	1
LLE	40-DL-0600	80 amp power	1
LLE	***INTERIOR LIGHTING***		
LLE	45-01-0000	Oxygen Compartment Light	1
LLE	45-01-0500	Side Entry Door Stepwell 3" Round LED Light	1
LLE	45-01-1500	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With White Trim	1
LLE	45-01-3000	Tecniq LED Action Area Light	1
LLE	45-01-4600	Tecniq LED Light In The Telemetry Area	1
LLE	45-02-2000	Install Flexible Shaft Map Light In The Action Area	1
LLE	***EXTERIOR LIGHTING***		
LLE	50-01-0000	Whelen 600 Series "LED" Stop/Tail Lights (Pr)	1
LLE	50-01-6000	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr)	1
LLE	50-02-9000	C.P.I. License Plate Housing	1
LLE	50-02-9520	Whelen 600 Series "LED" Minimum-Populated Back-Up Lights (Pr)	1
LLE	50-03-2100	Two Reverse Activated Whelen 900 "LED" Rear Load Lights	1
LLE	50-03-8500	Delete The 4 Standard Side Scene Lights (Credit)	1
LLE	50-03-9000	Right Side Scene Lights On With Open Side Entry Door	1
LLE	50-04-0000	Right Side Scene Lights On With Open Side Entry/Comp Doors	1
LLE	50-04-7500	Federal Commander COM1 "LED" ICC Marker Lights	1
LLE	50-04-8000	Innovative Lighting Slimline Rear DOT/Brake Light	1
LLE	50-04-8100	Innovative Lighting Slimline Front DOT Light	1
LLE	50-05-4500	Golight RadioRay 2020 Wireless Remote Control Cab Light	1
LLE	50-05-4605	Golight Bracket for F-Series Cab Roof Installation	1
LLE	50-DL-0100	Whelen PFP1 Scene lights	2
LLE	***RADIO PROVISIONS AND AIR HORNS***		
LLE	55-01-7500	Add Foot Switch To Air Horn System	1
LLE	55-01-8500	KE-794 Antenna Base With Coax	1
LLE	55-02-1500	KE-794 Module Roof Antenna Base/Coax (Ea)	1
LLE	55-02-6500	Install Customer Supplied Radio Cables (Ea)	2
LLE	55-CS-0400	Install Customer Supplied Radio Heads (Ea)	2
LLE	***SIRENS AND EMERGENCY LIGHTING***		

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ID	PART NO	DESCRIPTION	QTY
LLE	60-01-3700	Delete Standard Whelen295HFS2 Siren System (Credit)	1
LLE	60-01-6500	Cast Products SAD3803 And SAP3803 Thru Bumper Siren Speakers (Navistar)	1
LLE	60-01-9000	4 Whelen 900 Super "LED" Side Module Warning Lights	1
LLE	60-02-2000	2 Whelen 900 Super "LED" Front Module Warning Lights	1
LLE	60-02-8100	Delete The Standard Center Front Module Warning Light (Credit)	1
LLE	60-02-9500	2 Whelen 900 Super "LED" Rear Module Warning Lights	1
LLE	60-03-3003	1 Whelen 700 Series "LED" Center Rear Module Warning Light	1
LLE	60-04-5000	2 Whelen 700 Super "LED" Lower Grille Lights	1
LLE	60-05-0500	2 Whelen 700 Super "LED" Intersection Lights	1
LLE	60-06-0650	Whelen Wig-Wag Headlight Flasher	1
LLE	60-06-6000	2 Whelen 700 Super "LED" Rear Wheel Well Lights	1
LLE	60-07-1590	6 Whelen 900 Series "LED" Front Module Warning Lights Clear Lens	1
LLE	60-07-1905	Low Power Function For Light (ea.)	5
LLE	60-08-1010	Opticom Mounted On The Front Wall W/Park Disable	1
LLE	60-08-1300	Emitter Recess Bezel Mount Kit For Front Module Wall Mount	1
LLE	60-10-0000	Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea)	2
LLE	60-10-0130	Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2)	1
LLE	60-DL-0100	Side Marker Lights Custom Programming	1
LLE	60-DL-0200	Provide Forward Facing White Light Cut-off Switch	1
LLE	***PATIENT COMPARTMENT***		
LLE	65-00-0200	Solid Surface Aluminum Construction Interior Cabinets ILOS	1
LLE	65-00-9900	SPECIAL NOTE TO DEALER	1
LLE	65-01-2000	Standard Smooth Headliner	1
LLE	65-01-3000	1/4" Clear Polycarbonate Sliding Doors On Cabinets	1
LLE	65-02-2230	"Complete Package" Stryker Power Load System	1
LLE	65-02-6900	Stryker Power-PRO 6506 Cot (Base Model)	1
LLE	65-02-7500	L.R.O. Cabinet With Sliding Polycarbonate Door	1
LLE	65-03-7000	L.F.O. Cabinet With Sliding Polycarbonate Door	1
LLE	65-04-1000	Left Rear Base Cabinet With Sliding Polycarbonate Door	1
LLE	65-04-2500	Telemetry Area Cabinet With Sliding Polycarbonate Door	1
LLE	65-04-8100	Delete Standard Lower Telemetry Area Cabinet (Factory Use)	1
LLE	65-04-8500	Action Area Cabinet With Sliding Polycarbonate Door	1
LLE	65-05-4500	Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Belt with Hinge Lid	1
LLE	65-05-7700	Rear Facing EVS Sewn Seat With Child Seat On EVS Box Base W/Hinged Door	1
LLE	65-06-2000	Rear Facing Electrical Cabinet And Door	1
LLE	65-06-9500	Right Front Upper ALS Cabinet With Solid Doors	1
LLE	65-07-2500	Right Front Lower ALS Cabinet With Solid Doors	1
LLE	65-07-5300	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC	1
LLE	65-07-9500	CS Squad Bench w/Contoured Ergo Backrests w/2 Piece Lid & Divider	1
LLE	65-08-4900	Formed Stainless Removable "A" Bar At Head Of Squad Bench	1
LLE	65-08-5700	Docking Hardware For Removable "A" Bar	1
LLE	65-08-8500	Squad Bench Headrest Cushion	1
LLE	65-09-1000	One Section Bandage Cabinet W/Top Hinged Polycarbonate Door	1
LLE	65-09-5000	Glove Box Cut-Out In Front Section Of Bandage Cabinet (Ea)	1
LLE	65-09-9000	Custom Length Formed Streetside Ceiling Grab Rail	1
LLE	65-10-0000	Custom Length Formed Curbside Ceiling Grab Rail	1
LLE	65-10-0500	Formed "L" Door Assist Rails Mounted On The Hinge Side	1
LLE	65-10-2000	Formed Assist Rail At The Head End Of The Squad Bench	1
LLE	65-10-2500	Formed Assist Rail On The Left Rear Wall	1
LLE	65-10-4051	Anti-Microbial for 100" Long Formed Grab Rail (ea)	1
LLE	65-10-4056	Anti-Microbial for 24" Long Formed Grab Rail (ea)	2
LLE	65-10-5000	Two C.P.I. #IV2008 Rubber Recessed IV Brackets	1
LLE	65-10-6100	Add C.P.I. #IV2008 Rubber Recessed IV Bracket (Ea)	1
LLE	65-10-9000	Southco M1 Stainless Cabinet Latches	1
LLE	65-11-4500	Laptop Computer Drawer Below Action Area	1
LLE	65-12-2810	BRG LED Digital Clock Mounted In Rear Head Cushion	1
LLE	65-12-8500	Drop In Sharps In The Telemetry Area	1
LLE	65-13-0600	Squad Bench Recessed Drop-In Sharps/Waste Containers	1

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ID	PART NO	DESCRIPTION	QTY
LLE	65-13-7000	6" High Brushed Scuff Protector On Left Wall	1
LLE	65-14-0500	6" High Brushed Scuff Protector On Right Wall	1
LLE	65-14-4500	Adjustable Vertical Shelf Divider (Ea)	4
LLE	65-17-0002	Seam Sealed Cushions Vinyl: Montana Oxford Gray MON-6033 (Light Gray)	1
LLE	65-18-0001	Welting Between Cabinets: Dark Gray	1
LLE	65-19-0011	Counter Tops (Main): Platinum	1
LLE	65-21-0009	Lonseal Floor Selection: Loncoin II Flecks #150 Onyx	1
LLE	65-CS-3000	Total Available Seating Positions In this Unit	1
LLE	65-DL-0100	Cabinet and Dividers	1
LLE	***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***		
LLE	70-01-0000	Static Module Fresh Air Intake Vent	1
LLE	70-01-1000	12 Volt Powered Exhaust Fan	1
LLE	70-01-1500	Cabinet Mounted Free Blow 12 Volt Pro Air Rear Heat/AC Unit	1
LLE	70-01-2400	Inline Booster Coolant Pump	1
LLE	70-01-2500	Standard R.F.S. Overhead Cabinet Heat/AC Unit Location	1
LLE	70-01-4500	ProAir Undermount Auxiliary 12 Volt A/C Condenser (Type I Modular Body)	1
LLE	70-01-6520	Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6)	1
LLE	70-01-6610	Automotive Grade Underbody Undercoating W/2nd Coat On Module Floor	1
LLE	70-DL-0300	Ducted Pro Air streetside	1
LLE	70-DL-0400	Rooftop Condenser	1
LLE	70-DL-0500	Rooftop AC System	1
LLE	***OXYGEN SYSTEM***		
LLE	75-01-0000	Ohio Style Action Area Oxygen Outlet	1
LLE	75-01-2000	Ohio Style Ceiling Mounted Oxygen Outlet	1
LLE	75-01-4000	Ohio Style Right Wall Mounted Oxygen Outlet	1
LLE	75-01-8000	Interior Oxygen Access/Viewing Door	1
LLE	75-01-8600	"M" Oxygen Tank Bracket In Streetside Front Compartment	1
LLE	***SUCTION SYSTEM***		
LLE	80-01-0000	12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
LLE	80-01-1500	1 Ohio Style Action Area Suction Outlet	1
LLE	80-01-7500	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set	1
LLE	***PAINT***		
LLE	85-00-0100	Standard AkzoNobel Paint Process	1
LLE	85-00-0500	O.E.M. Red chassis	1
LLE	85-01-1500	Paint Module Body Other Color ILOS O.E.M. White	1
LLE	85-02-9500	Do Not Paint The Nader Pins/Install After Paint Process	1
LLE	85-02-9710	Shoreline Cover Plate To Be Painted To Match Module	2
LLE	85-03-0000	Standard 1/4" Black Reflective Edge Pinstripe	1
LLE	85-03-4000	2" Scotchlite Striping (Per Foot)	35
LLE	85-03-4500	4" Scotchlite Striping (Per Foot)	30
LLE	85-03-6000	10" Scotchlite Striping (Per Foot)	40
LLE	85-04-0100	6" Wide Rear Wall Chevron (Two Color-Full Wall & Doors)	1
LLE	85-DL-0100	Mascoat DTA Insulation	1
LLE	***EMBLEMS AND DECALS***		
LLE	90-01-0000	Federal Star Of Life/Ambulance Decal Package	1
LLE	90-01-1100	"NO SMOKING" - "FASTEN SEAT BELT" Decals	1
LLE	90-01-1200	No Other Decals or Lettering Included Unless Specified Below	1
LLE	90-01-5100	Install 3/4" White Reflective Tape Around Side And Rear Entry Doors	1
LLE	90-01-6400	3" Scotchlite Reflective Lettering (Ea)	22
LLE	90-01-6500	4" Scotchlite Reflective Lettering (Ea)	74

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ID	PART NO	DESCRIPTION	QTY
LLE	90-01-7000	6" Scotchlite Reflective Lettering (Ea)	8
LLE	90-01-7600	10" Scotchlite Reflective Lettering (Ea)	16
LLE	90-DL-0100	Pair of Dice	3
LLE	90-DL-0200	other misc. graphics	1
LLE	90-DL-0300	Royal Flush	2
LLE	***DEALER/CUSTOMER SUPPLIED FOR LIFE LINE TO INSTALL OPTIONS***		
LLE	95-DC-LL01	Dealer/Customer Supplied For Life Line To Install Option door emblems	2
LLE	***END OF QUOTE/PRODUCTION ORDER***		
LLE	95-SP-0100	1 Original & 1 Revision Work Order Before Penalty Pricing	1
LLE	95-SP-0200	1 Original & 1 Revision Drawing Before Penalty Pricing	1
LLE	95-SP-0600	Change After Sign-Off (Published Price + 50%)	1
LLE	95-SP-0700	Change After Production Start (Published Price + 75%)	1
LLE	95-SP-0800	Change After Production Completion (Published Price + 100%)	1
LLE	95-SP-0850	Life Line Indemnification Statement	1
LLE	***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***		

LIFETIME HARNESS / 10 YEAR 100,000 MILE ELECTRICAL WARRANTY

1. Life Line Emergency Vehicles (the company) warrants, the Elite Touch System & all electrical on each new Life Line Emergency Vehicle to be free from defects in material and workmanship under normal use and service for a period of TEN YEARS or ONE HUNDRED THOUSAND MILES and LIFETIME for electrical harnesses and installation.

This TEN YEAR/ONE HUNDRED THOUSAND MILE ELECTRICAL WARRANTY shall be limited to the statements outlined below. The Company's obligation under this warranty shall be limited to repairing or replacing, at its option any part or parts thereof listed below, which shall within ten years after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicles has been operated 100,000 miles, whichever event shall first occur. This warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.

2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.

3. Warranty work may be performed by the purchaser, however any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. If it is determined that a part may be defective, the defective part shall be returned to the company with transportation charges prepaid. Once the company receives the part an examination shall disclose, to the companies satisfaction, that the part is defective. A replacement part and or credit will then be issued. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.

4. The warranty stated above does not apply to:

- a) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
- b) Any vehicle used in competitive events.
- c) Any vehicle which has not been reasonable maintained: To include periodic tightening and cleaning of connection terminals.
- d) Any vehicle which has not been operated in its normal use.
- e) The chassis or chassis electrical parts.
- f) Replacement of items which may be repaired by routine maintenance or service adjustments.
- g) Any vehicle on which the odometer mileage has been altered.
- h) Components and or systems having their own manufacturer's warranty.

Specifically: batteries, emergency lighting, sirens, power supplies, invertors, auto ejects, etc.

5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the following:

Electrical harnesses

Printed circuit boards/ Power Modules which are part of the main electrical system

Control Panels

Circuit breakers and relays

Touch Screens shall be limited to a 4 year/100,000 mile normal operation warranty

6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative, or any other agent of the Company.

7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitutes a warranty.

8. The Purchaser agrees that the Company shall in no way be held liable for damages from delays or loss of service of product(s) purchased here under which are out of use pending repairs or replacements by the company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time, and from time to time to make changes in the design of and/or improvements on its product without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

LIFE LINE EMERGENCY VEHICLES, INC. – Sumner, Iowa 50674

LLEV PAINT SYSTEM WARRANTY

I. THE LIMITED WARRANTY

Life Line Emergency Vehicles hereby warrants that the paint, hereinafter to be referred to as the "Paint System", which is supplied by Akzo Nobel and/or its distributors, and applied by Life Line Emergency Vehicles at their facility in Sumner, IA, shall be free from any defects as described in section VI hereof during the limited warranty period as specified therein. This limited warranty is contingent that the application of the paint system is according to the Technical Data Sheet specifications and in accordance with the technical application data attached as addendum A.

II. LIMITED WARRANTY PERIOD

- a. The limited warranty period shall commence on the date a vehicle is delivered to the end user by LLEV or their authorized distributor.
- b. The limited warranty period for a covered vehicle shall terminate as follows:
 - i. For basecoat/clearcoat systems, the limited warranty period shall be 6 years as described in Section III (b). The basecoat/clearcoat system must use the Sikkens clearcoat as a top coat with either Sikkens Autobase, Sikkens Autocoat BTLV or Sikkens Autocoat BTLV (Single stage system) as the basecoat.
 - ii. For Paint Systems which does not incorporate a clearcoat as part of the Paint System, the limited warranty period shall be 4 years as described in Section III (b)
 - iii. LLEV will cover the cost of labor and materials to refinish a vehicle, as described in Section III, if the performance of the original coating system falls below the performance standards in section V. The term of this clause is limited to the original purchaser of the vehicle from LLEV or from a LLEV authorized distributor, as the case may be.

III. SCOPE OF LIMITED WARRANTY

- a. Life Line's obligation under the limited warranty is limited to a refund of reasonable costs of direct labor, (excluding overhead or profit) and replaced products for the Paint System.
- b. The obligation of LLEV in connection with said costs as detailed in Section II (b) shall be based on a sliding scale as follows:

<u>Basecoat/Clearcoat repairs will cover:</u>	<u>Paint System which does not include Clearcoat</u>
Year one (1) through year three (3): 100%	Year one (1) through year two (2): 100%
Year four (4): 50%	Year three (3): 50%
Year five (5): 25%	Year four (4): 25%
Year six (6): 10%	
- c. In no event shall Life Line be liable for any special, indirect, incidental or consequential damages, even if Life Line have been advised of the possibility thereof. This shall include but not be limited to lost profits, lost revenues, inconvenience, loss of time, failure to realize expected savings, or other commercial economic losses of any kind. Life Line's total liability to the Customer under this Limited Warranty shall not exceed the total price the Customer paid for the applied coatings and labor cost charged to the vehicle owner.

IV. NOTICE

This limited warranty applies to defects discovered and notification made to Life Line within applicable limited warranty period.

V. SPECIFIED DEFECTS

The limited warranty provided herein shall cover and extend to the following properties of the Paint System.

- A. Loss of adhesion of the Paint System resulting in rusting less than Rust Grade 5 (i.e. Rust Grades 0-4), as set forth in ASTM D 610-08.
- B. Cracking of the Paint System as set forth in ASTM D 661-93.
- C. Loss of gloss below the standard set forth in ASTM D 659 – 75 value number or lower at 60° gloss reading.
- D. Loss of color greater than the following specification;
 - a. Clearcoat system color shift will be no greater than a Delta E of 6.0
 - b. Topcoat (no clearcoat) color shift will be no greater than a Delta E of 6.0
- E. Scab corrosion. Formation of corrosion under the paint film, as long as the point of origin is not a crevice, dissimilar metals or a break in the coating film.
- F. Chemical Resistance to meet ASTM D1308 standards 25 MEK double rubs.
- G. Stone Chip SAE J400 Method A – 4B or above.

VI. EXCLUSIONS FROM THE LIMITED WARRANTY

Defects in the Paint System arising as a result of or out of the following are excluded from coverage under the limited warranty:

- A. The use in the application of the Paint System of materials not mentioned in AkzoNobel Technical Data Sheets or approved in the Paint System Contained in Addendum "A."
- B. Improper application of the materials or coating dry film thickness described in the AkzoNobel Technical Data Sheets.
- C. The use of defective parts which cannot accept paint such as mill scaled materials, plasma, and laser cut edges without grinding edge to remove heat treated area.
- D. Damage to the Paint System caused during production.
- E. Mechanical abrasion or external foreign object damage.
- F. Application of, or removal of, stickers or decals.
- G. Body compartment interior coatings, undercarriage and frame.
- H. Defects resulting from, or inherent to, the application process such as runs, orange peel, and fish eyes.
- I. Corrosion failure when the point of origin is interior or uncoated parts. Application of materials described in the AkzoNobel Technical Data Sheets over contaminated substrates, such as moisture, dew, oil or foreign substances that will not accept paint.
- J. Defects caused by acid rain and industrial fallout.
- K. Improper cleaning or maintenance or the use of solvents, chemicals/fluids not approved by AkzoNobel in writing.
- L. Any deterioration in or of the Vehicles caused by electro-chemical action or reaction arising from the presence of metals in the coating system or elsewhere which are cathodic to the metal(s) comprising the vehicles.

VII This Limited Warranty may not be amended without the written consent of both parties.

VIII The laws of the State of Iowa, without giving effect to principles of conflict of laws, govern all matters under this Limited Warranty. For the notice provision, claims and dispute resolution procedure please see Appendix 1, which is incorporated by reference herein.

IX THE CUSTOMER ACKNOWLEDGES THAT THIS LIMITED WARRANTY HAS BEEN READ AND FULLY UNDERSTANDS ITS TERMS AND CONDITIONS.

LIFETIME LIMITED WARRANTY ON INTERIOR CABINETS

Subject to the provisions, limitations and conditions set forth in this warranty, **LIFE LINE EMERGENCY VEHICLES, INC.** hereby warrants to each original purchaser only that each new modular ambulance body cabinets is structurally sound and free of all structural defects of both the material and workmanship for the lifetime of the vehicle.

This warranty is conditioned upon normal use and reasonable maintenance of such cabinets; prompt written notice of all defects to **LIFE LINE EMERGENCY VEHICLES, INC.** or one of its then authorized dealers in the area; no repairs or additions there-to except by **LIFE LINE EMERGENCY VEHICLES, INC.** or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **LIFE LINE EMERGENCY VEHICLES, INC.** and shall be performed solely at **LIFE LINE EMERGENCY VEHICLES, INC.** or a repair facility designated by **LIFE LINE EMERGENCY VEHICLES, INC.** The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

This warranty is limited to the structural integrity of the cabinets and excludes finish, hardware, moldings, laminate, and other accoutrements and accessories*.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to **LIFE LINE EMERGENCY VEHICLE, INC.** The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by **LIFE LINE EMERGENCY VEHICLES, INC.** upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Interior Cabinet warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by **LIFE LINE EMERGENCY VEHICLES, INC.** Remount to a new chassis not performed by **LIFE LINE EMERGENCY VEHICLES, INC.** voids all warranty.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products therefore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURERS NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

*Covered by separate warranties.

LIFE LINE EMERGENCY VEHICLES, INC. – Sumner, Iowa 50674

**5-YEAR/60,000-MILE
PRODUCT CONVERSION WARRANTY**

1. In addition to the LIFETIME warranty covering the modular structure of the all-aluminum bodies manufactured by LIFE LINE EMERGENCY VEHICLES, INC. (the Company), which LIFETIME warranty is set forth on separate warranty form, the Company warrants its products to be free from defects in material and workmanship under normal use and service; its obligation under this warranty being limited to making good at its factory any part or parts thereof which shall within five years (sixty months) after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicle has been operated 60,000 miles, whichever event shall first occur, be returned to it with transportation charges prepaid and which its examination shall disclose to its satisfaction to have been thus defective; this warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.
2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.
3. Warranty work may be performed by the Purchaser but any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.
4. The warranty stated above does not apply to:
 - a.) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
 - b.) Any vehicle used in competitive events.
 - c.) Any vehicle which has not been reasonably maintained.
 - d.) Any vehicle which has not been operated in its normal use.
 - e.) The chassis or chassis parts.
 - f.) The paint finish, which is covered by a separate warranty.
 - g.) Replacement of items which may be repaired by routine maintenance or service adjustments.
 - h.) Any vehicle on which the odometer mileage has been altered.
 - i.) Deterioration of product due to normal use and exposure.
5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the portions of the ambulance manufactured by it.
6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative, or any other agent of the Company.
7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitute a warranty.
8. The Purchaser agrees that the Company shall in no event be held liable for damages from delays or loss of service of product(s) purchased hereunder which are out of use pending repairs or replacements by the Company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.
9. The Company reserves the right to make changes in design or add improvements without incurring any obligation to install such improvements on units previously manufactured.

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LIFETIME LIMITED WARRANTY ON THE ALL-ALUMINUM MODULAR BODY

Subject to the provisions, limitations and conditions set forth in this warranty, **LIFE LINE EMERGENCY VEHICLES, INC.** hereby warrants to each original purchaser only that each new modular ambulance body (exclusive of paint finish, hardware, moldings, windows, internal cabinets and other accoutrements and accessories*) is structurally sound and free of all structural defects of both the material and workmanship for the lifetime of the vehicle.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to **LIFE LINE EMERGENCY VEHICLES, INC.** The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by **LIFE LINE EMERGENCY VEHICLES, INC.** upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Body warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by **LIFE LINE EMERGENCY VEHICLES, INC.** Remount to a new chassis or any other modification of the body not performed by **LIFE LINE EMERGENCY VEHICLES, INC.** voids all warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such modular body; prompt written notice of all defects to **LIFE LINE EMERGENCY VEHICLES, INC.** or one of its then authorized dealers in the area; no repair or additions thereto except by **LIFE LINE EMERGENCY VEHICLES, INC.** or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **LIFE LINE EMERGENCY VEHICLES, INC.** and shall be performed solely at **LIFE LINE EMERGENCY VEHICLES, INC.** or a repair facility designated by **LIFE LINE EMERGENCY VEHICLES, INC.** The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE-LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

*Covered by separate warranties.

LIFE LINE EMERGENCY VEHICLES, INC. – Sumner, Iowa 50674



Warranty Policies and Procedures

WARRANTIES

All manufacturers' warranties assume that the vehicle is properly maintained and used in service, which is normal to the particular vehicle. Normal service means service that does not subject the vehicle to stresses or impacts greater than normal results from the careful use of the vehicle or chassis. All warranties are provided by the vehicle or component manufacturer not Hughes Fire Equipment, Inc.

Manufacturer's warranties are subject to the terms at which the vehicle/component was delivered. For specifics, please refer to the Manufacturer Warranty included in the selling documents provided at the time of sale.

Manufacturer's Warranty*

Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, and Skeeter Brush Trucks, through Hughes Fire Equipment, provide Manufacturer's warranties that warrants against defects in product and workmanship. This limited Manufacturer warranty shall apply only if the vehicle is properly maintained and used in service, which is normal to the particular vehicle.

Component Warranty*

Manufacturer warranties provided by individual manufactures other than Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, and Skeeter Brush Trucks, may apply.

MANUFACTURER WARRANTY START DATE

New vehicle Manufacturer warranty start date is based on the delivery of the new apparatus.

Vehicle Warranty start date begins:

Upon leaving the factory for Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, and Skeeter Brush Trucks. Pierce Manufacturing, Inc. however, may provide a 60-day grace period after leaving the factory to put the unit in service.

PRE-AUTHORIZATION

Pre-authorization is required for all Manufacturer warranty repairs. If the unit is within the one year Manufacturer warranty and a warranty issue occurs which is a defect in product, workmanship, or design, we will file the repair under the provisions of the applicable warranty.

In some cases, we may not be able to determine if a repair is warranted until a defective part is reviewed by the manufacturer to determine the cause of failure. Items may not be warranted until the cause has been determined.

In cases of discovery within the Manufacturer warranty period, and risk of completion exists outside of the terms of the warranty period, Hughes Fire Equipment must be notified in writing of the failure date before the manufacturer warranty period expires.

Hughes Fire Equipment's *Service Manager* must be notified for pre-authorization for all Manufacturer warranty repairs. In most cases, a Hughes Service Technician will be dispatched to provide any and all warranty work. This will be determined on a case by case basis by the Hughes Service Manager. Please contact the Hughes Service Manager if you have any questions about a current or pending warranty.

In some cases, suppliers of components may offer warranties beyond the Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, or Skeeter Brush Trucks Warranty. When cases where a supplier offers a warranty longer than the Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, or Skeeter Brush Trucks, stated warranty, we must contact the supplier directly for their support. The terms of the supplier warranty shall apply. Failure to follow

supplier's warranty procedures may nullify warranty coverage for that part or Service. Please contact our *Service Manager* for more information. Certain component warranties are to be handled directly with the component manufacturer such as engine, transmission, drive-train, commercial chassis, etc.

TROUBLESHOOTING

Reimbursement for troubleshooting by a manufacturer is governed by the manufacturer's rules. It is suggested that Hughes Fire Equipment's service manager be notified before two (2) hours of troubleshooting is expended on the diagnosis of a problem. Hughes Fire Equipment technicians are not authorized to make Manufacturer warranty decisions. Authorization may be given to continue troubleshooting or the trouble may be referred to the supplier for assistance. This will ensure timely repairs as well as keeping costs down.

NOTE: Diagnosis in excess of 2 hours may be the responsibility of the customer.

EXCESSIVE TIME TO REPAIR

The Manufacturer reserves the right to dispute repair times that are beyond normal time allowances.

RETURN OF DEFECTIVE PARTS

If parts used in the repair of an apparatus are required to be returned by the Manufacturer and the customer provided necessary repairs for Hughes Fire Equipment, the customer will receive notification. Customers will be invoiced for all parts whether warranty or aftermarket. Customers have 30 days to return the defective component after the repair or the warranty claim may be rejected by the Manufacturer and no credit will be given for part(s). Labor may or may not be covered.

If you work directly through a supplier and not Hughes Fire Equipment, you may be liable to cover the replacement costs. Hughes Fire Equipment is not liable for non-returned parts or labor if you choose to contact the supplier directly.

When sending parts back, parts must be tagged with a job number along with a copy of the repairs stating the complaint, the cause and the correction.

SUPPLIER REPAIRS

Refer major component supplier warranty problems directly to the supplier to determine if it is a supplier problem. Major component supplier's include, but are not limited to, axle, engine, transmission, and commercial chassis suppliers. Failure to follow the supplier's guidelines may void warranty coverage.

If it is a major component supplier-related problem, the supplier will repair the defective part and handle all necessary paperwork. Neither Hughes Fire Equipment nor Pierce should be invoiced for work performed when it is a major supplier's failure.

If it is a Pierce Manufacturing, BME Fire Trucks, EJ Metals, Life Line Emergency Vehicles, or Skeeter Brush Trucks, related problem, the supplier may, with pre-approval from Hughes Fire Equipment Service Manager and/or the Manufacturer, make the repairs and invoice Hughes Fire Equipment directly or refer the unit back to Hughes Fire Equipment for repair. If you do not get a timely response from a supplier, please contact Hughes Fire Equipment Service Manager immediately and we will assist in getting a resolution of the problem from the supplier for you.

SUBLET LABOR

Fire departments and municipalities that wish to perform their own minor warranty repairs may do so only with pre-approval from Hughes Fire Equipment.



All approved sublet warranty work that is reimbursed by the manufacturer will be paid as a credit on their Hughes Fire Equipment's customer account. The credit may be used against outstanding or future invoices.

SUBLET LABOR (CONT.)

Fire departments or municipalities that prefer to have a check issued for the reimbursed sublet warranty work will need to submit a request in writing via email, fax, or mail to Hughes Fire Equipment after they have received the credit memo. The request should state that a check is to be sent in lieu of the credit and contain the name of the person requesting the check.

REJECTED WARRANTY ITEMS

Some of the major reasons for claim and part rejection are listed below:

- Additional service work requested by the owner over and above that necessary to satisfy the Manufacturer warranty obligation
- Adjustments, routine maintenance and lubrication
- Job time excessive or job overlapped
- Labor or parts out of specified Manufacturer warranty period
- Labor is not allowed for repairs on products that have been subject to misuse, accident, neglect or alteration
- Labor for a modification that is not our standard, or proposed, in order to satisfy customer for acceptance
- Commercial chassis or vendor warranty parts and labor
- Additional testing or training not specified

Other general reasons for a claim rejection are:

- Out of Manufacturer warranty period
- Not from model and/or serial number designated
- Manufacturer warranty valid only to original owner
- Insufficient information provided to substantiate failure or return
- Damaged in shipment; submit claim to carrier
- Lack of maintenance (this is the customer's responsibility)
- Damaged by insufficient lubrication
- Damaged from improper operation or abuse
- Damaged during removal or installation by sales representative/customer
- Damage caused by lack of water
- Damage from hitting solid objects
- Damage caused by reversing battery leads
- Damage caused by foreign material

Pre-delivery and maintenance items not covered by Manufacturer warranty include cleaning, lubrication and adjustment of:

- Transfer valve controls and switches
- Relief valve micro switch
- Door locks, ladder locks, mirrors, and equipment holding devices
- Valve guides and controls
- Primer and drain controls
- Loose wiring, door switches or connectors
- Loose screws, fittings, lights, etc
- Belt tension
- Gauge calibration
- Relief or dump valve setting

Hughes Fire Equipment, Inc.

Authorized Representative

Printed Name/Title

Date

Also not covered is replacing:

- Lost tags and knobs
- Light bulbs
- Equipment lost or stolen
- Broken lenses and windshields
- Tire, road hazards
- Wheels - due to loose lug nuts
- Lubricant or anti-freeze
- Service call or Hazmat disposal charges
- Resetting of circuit breakers
- Replacement of fuses

Finally, damage resulting from lack of any of the following is also not covered under Manufacturer warranty:

- Proper air pressure
- Coolant
- Lubricant
- Maintenance

TIMING FOR SUBMITTING A MANUFACTURER WARRANTY REIMBURSEMENT FORM

The failure date must have occurred within the Manufacturer warranty period for the problem to be covered by warranty.

Please refer to the specific Manufacturer warranty for your vehicle.

Failure identification to completion of the work must be no more than 30 days. Completion of work to submission of claim must also be no more than 30 days.

In cases where the unit is not out of service, completion of the work may be more than 30 days but should be within a reasonable time frame. If the completion of the work will not occur within the Manufacturer warranty period, Hughes must be notified of the failure date and intended date for completion of the work before the Manufacturer warranty period expires.

CRITERIA FOR DETERMINING TRUCKS AS "OUT OF SERVICE"

Trucks that are unable to safely respond to a scene or perform required operation of the pump or aerial device due to a mechanical or electrical malfunction.

Trucks NOT considered "out of service" (trucks experiencing non-critical issues that do not affect the ability to respond to a scene):

- trucks taken out of service for scheduled maintenance or repairs
- minor cab or body damage
- missing compartment doors
- broken window
- air conditioning malfunction
- paint, corrosion, or graphics (non-safety related)
- cosmetic issues (missing wheel covers, etc)
- non-safety related lighting
- customer add-on equipment
- minor oil leaks

Customer

Authorized Representative

Printed Name/Title

Date