

**LEAGUE OF OREGON CITIES****MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and BME Fire Trucks, LLC ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Fire Apparatus, Ambulance, and Other First Responder Vehicles, Accessories, and Service, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Fire Apparatus, Ambulance, and Other First Responder Vehicles, Accessories, and Service the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2560 for Fire Apparatus, Ambulance, and Other First Responder Vehicles, Accessories, and Service; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2560 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA26320, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

#### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

BME Fire Trucks. LLC  
4600 S Apple Street  
Boise ID 83716  
ATTN: Matt Stocker  
Email: mstocker@bmefire.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION**

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

#### **ARTICLE 20 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT**

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

## **ARTICLE 22 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

## **ARTICLE 23 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

## **ARTICLE 24 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

## **ARTICLE 25 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:  
Signature: Jayne Pierce  
0B5CD2E162C44F4...

Printed Name: Jayne Pierce

Title: General Counsel  
League of Oregon Cities

Dated: June 5, 2026 | 9:32 AM PDT

VENDOR:

Signed by:  
Signature: Chad Moffat  
6295CEF20E4D49F...

Printed Name: Chad Moffat

Title: President  
BME Fire Trucks. LLC

Dated: June 4, 2026 | 8:31 AM PDT

## ATTACHMENT A

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

| ID#        | Product                       | Chassis               | Engine   | Engine HP | Water Tank Gallons | Pumps          | Axle Configuration | Body     | LOC Pricing  |
|------------|-------------------------------|-----------------------|----------|-----------|--------------------|----------------|--------------------|----------|--------------|
| CC-01      | 10 Man Crew Carrier Non-COL   | Commercial            | Diesel   | 330       | N/A                | N/A            | 4x2                | Steel    | \$441,487.20 |
| CC-02      | 10ManCrew Carrier CDL         | Commercial            | Diesel   | 330       | NIA                | NIA            | 4x2                | Steel    | \$416,487.20 |
| DT-01      | Dozer Tender                  | Commercial (Day Cab)  | Gasoline | 375-430   | NIA                | NIA            | 4x2                | Aluminum | \$324,387.50 |
| DT-01-DFWD | Dozer Tender                  | Commercial (Crew Cab) | Diesel   | 330       | NIA                | NIA            | 4x4                | Aluminum | \$349,387.50 |
| LR-01      | Specialty Vehicle -10'        | Commercial (Day Cab)  | Gasoline | 330-350   | NIA                | NIA            | 4x2                | Aluminum | \$399,835.40 |
| LR-01-DFWD | Specialty Vehicle -10'        | Commercial (Crew Cab) | Diesel   | 330-350   | NIA                | NIA            | 4X4                | Aluminum | \$424,835.40 |
| LR-02      | Specialty Vehicle -12'        | Commercial (Day Cab)  | Gasoline | 330-350   | NIA                | NIA            | 4X2                | Aluminum | \$407,840.10 |
| LR-02-DFWD | Specialty Vehicle -12'        | Commercial (Crew Cab) | Diesel   | 330-350   | N/A                | N/A            | 4X4                | Aluminum | \$432,840.10 |
| MP-01      | Mini Pumper                   | Commercial (Day Cab)  | Gasoline | 375-430   | 300                | 1250 GPM       | 4X2                | Aluminum | \$473,641.00 |
| MP-01-DFWD | Mini Pumper                   | Commercial(Crew Cab)  | Diesel   | 330       | 300                | 1250 GPM       | 4X4                | Aluminum | \$498,641.00 |
| MR-01      | SpecialtyVehicle-15'          | Commercial (Day Cab)  | Diesel   | 330-350   | NIA                | N/A            | 4X2                | Aluminum | \$643,450.20 |
| MR-01-FWD  | SpecialtyVehicle-15'          | Commercial (Crew Cab) | Diesel   | 330-350   | NIA                | N/A            | 4x4                | Aluminum | \$668,450.20 |
| T2-01      | Type 2 (WUI) 750 Gallon       | Commercial (Day Cab)  | Diesel   | 330-350   | 750                | 1000 GPM       | 4X2                | Aluminum | \$682,373.70 |
| T2-01-FWD  | Type 2 (WUI) 750 Gallon       | Commercial (Crew Cab) | Diesel   | 330-350   | 750                | 1000 GPM       | 4X4                | Aluminum | \$707,373.70 |
| T2-02      | Type 2 (WUI) 1000Gallon       | Commercial (Day Cab)  | Diesel   | 330-350   | 1000               | 1000 GPM       | 4X2                | Aluminum | \$765,517.20 |
| T2-02-FWD  | Type 2 (WUI) 1000Gallon       | Commercial (Crew Cab) | Diesel   | 330-350   | 1000               | 1000 GPM       | 4X4                | Aluminum | \$790,517.20 |
| T3-01      | Type 3- Model34               | Commercial (Day Cab)  | Diesel   | 330-350   | 500                | 500/150GPM     | 4x2                | Steel    | \$592,809.50 |
| T3-01-FWD  | Type 3- Model34               | Commercial (Crew Cab) | Diesel   | 330-350   | 500                | 500 / 150GPM   | 4X4                | Steel    | \$617,809.50 |
| T3-02      | Type 3- Model34 1000 GPM      | Commercial (Day Cab)  | Diesel   | 330-350   | 500                | 1000 / 150 GPM | 4x2                | Steel    | \$610,041.00 |
| T3-02-FWD  | Type 3- Model34 1000GPM       | Commercial (Crew Cab) | Diesel   | 330-350   | 500                | 1000 / 150 GPM | 4X4                | Steel    | \$635,041.00 |
| T3-03      | Type 3-M346 Rear Pump Panel   | Commercial (Day Cab)  | Diesel   | 330-350   | 600                | 500GPM         | 4x2                | Steel    | \$505,602.60 |
| T3-03-FWD  | Type 3 - M346 Rear Pump Panel | Commercial (Crew Cab) | Diesel   | 330-350   | 600                | 500GPM         | 4x4                | Steel    | \$530,602.60 |
| T3-04      | Type 3- Model34 Low Hosebed   | Commercial (Day Cab)  | Diesel   | 330-350   | 500                | 5001150GPM     | 4x2                | Steel    | \$600,887.90 |
| T3-04-FWD  | Type 3 - Model34 Low Hosebed  | Commercial (Crew Cab) | Diesel   | 330-350   | 500                | 5001150GPM     | 4x4                | Steel    | \$625,887.90 |
| T4-01      | Type 4 (Aspen)                | Commercial (Day Cab)  | Diesel   | 330-350   | 850                | 100 GPM        | 4X2                | Steel    | \$499,213.80 |
| T4-01-FWD  | Type 4 (Aspen)                | Commercial (Crew Cab) | Diesel   | 330-350   | 850                | 100 GPM        | 4X4                | Steel    | \$524,213.80 |
| TG-01      | Type 6 - McCall               | Commercial (Day Cab)  | Gasoline | 375-430   | 300                | 100 GPM        | 4X2                | Aluminum | \$317,998.70 |
| T6-01-DFWD | Type 6 - McCall               | Commercial (Crew Cab) | Diesel   | 330       | 300                | 100 GPM        | 4X4                | Aluminum | \$342,998.70 |
| T6-02      | Type 6 - Ponderosa            | Commercial (Day Cab)  | Gasoline | 375-430   | 300                | 100 GPM        | 4x2                | Aluminum | \$354,016.00 |
| T6-02-DFWD | Type 6 - Ponderosa            | Commercial (Crew Cab) | Diesel   | 330       | 300                | 100 GPM        | 4x4                | Aluminum | \$379,016.00 |
| T6-03      | Type 6 - Custom Flatbed       | Commercial (Day Cab)  | Gasoline | 375-430   | 400                | 100 GPM        | 4x2                | Aluminum | \$346,101.50 |
| T6-03-DFWD | Type 6- Custom Flatbed        | Commercial (Crew Cab) | Diesel   | 330       | 400                | 100 GPM        | 4X4                | Aluminum | \$371,101.50 |
| TG-04      | Type 6- Sawtooth              | Commercial (Day Cab)  | Gasoline | 375-430   | 300                | 100 GPM        | 4X2                | Aluminum | \$358,680.00 |

|            |                                                  |                       |        |         |      |          |     |                 |              |
|------------|--------------------------------------------------|-----------------------|--------|---------|------|----------|-----|-----------------|--------------|
| T6-04-DFWD | Type 6 - Sawtooth                                | Commercial (Crew Cab) | Diesel | 330     | 300  | 100 GPM  | 4x4 | Aluminum        | \$383,680.00 |
| WT-01      | Water Tender-Payette                             | Commercial            | Diesel | 330-350 | 1500 | 500GPM   | 4x2 | Steel           | \$539,415.50 |
| WT-01-FWD  | Water Tender-Payette                             | Commercial            | Diesel | 330-350 | 1500 | 500GPM   | 4x4 | Steel           | \$564,415.50 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-02      | Water Tender-Cache                               | Commercial            | Diesel | 330-350 | 1800 | 500GPM   | 4X2 | Aluminum        | \$604,057.00 |
| WT-02-FWD  | Water Tender- Cache                              | Commercial            | Diesel | 330-350 | 1800 | 500GPM   | 4X4 | Aluminum        | \$629,057.00 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-03      | Water Tender• Tahoe                              | Commercial            | Diesel | 330-350 | 2000 | 1250 GPM | 4X2 | Aluminum        | \$538,915.00 |
| WT-04      | Water Tender 2000 Gatton PIC Tender              | Commercial            | Diesel | 330-350 | 2000 | 500 GPM  | ""  | Aluminum        | \$533,272.00 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-05      | Water Tender 3000 Gallon Tender Stainless        | Commercial            | Diesel | 330-350 | 3000 | 500 GPM  | 6'4 | Stainless Steel | \$656,666.70 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-06      | Water Tender 3000 Gallon Tender Aluminum Cascade | Commercial            | Diesel | 330-350 | 3000 | 1500 GPM | 6'4 | Aluminum        | \$619,217.20 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-07      | Water Tender 3000 Gaitan PIG                     | Commercial            | Diesel | 330-350 | 3000 | 500 GPM  | 6'4 | Aluminum        | \$582,152.70 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-08      | Water Tender- Payette Stainless                  | Commercial            | Diesel | 330-350 | 1500 | 500 GPM  | ""  | Stainless Steel | \$583,419.90 |
| WT-08-FWD  | Water Tender- Payette Stainless                  | Commercial            | Diesel | 330-350 | 1500 | 500 GPM  | 4'4 | Stainless Steel | \$608,419.90 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-09      | Water Tender Mammoth Day Cab                     | Commercial            | Diesel | 330-350 | 1250 | 100 GPM  | ""  | Steel           | \$559,323.30 |
| WT-09-FWD  | Water Tender Mammoth Day Cab                     | Commercial            | Diesel | 330-350 | 1250 | 100 GPM  | 4'4 | Steel           | \$584,323.30 |
| WT-10      | Water Tender Mammoth Crew Cab                    | Commercial            | Diesel | 330-350 | 1250 | 500 GPM  | ""  | Steel           | \$597,121.50 |
| WT-10-FWD  | Water Tender Mammoth Crew Cab                    | Commercial            | Diesel | 330-350 | 1250 | 500 GPM  | 4,4 | Steel           | \$622,121.50 |
|            |                                                  |                       |        |         |      |          |     |                 |              |
| WT-11      | Water Tender Elliptical- PTO pump                | Commercial            | Diesel | 330-350 | 3500 | 500 GPM  | 6'4 | Steel           | \$757,928.30 |

| Code or Part No. | Option Description                                 | Optional Pricing |
|------------------|----------------------------------------------------|------------------|
| 1001             | FORD OPTION                                        |                  |
| 1002             | SUPERCAB UPGRADE                                   | \$3,907.70       |
| 1003             | UPGRADE TO XLT PACKAGE                             | \$3,935.30       |
| 1004             | LOW DEFLECTION PACKAGE                             | \$134.55         |
| 1005             | ELEC BRAKE CONTROLLER                              | \$362.25         |
| 1006             | CRUISE CONTROL                                     | \$371.45         |
| 1007             | AM/FM/CD                                           | \$450.80         |
| 1008             | DUAL ALTERNATORS                                   | \$598.00         |
| 1009             | PTO PROVISION                                      | \$441.60         |
| 1010             | CHROME GRILLE FOR XL CHASSIS [ REG 17F XL DECOR]   | \$545.10         |
| 1011             | MANUAL REGENERATION                                | \$393.30         |
| 1012             | ALL WEATHER FLOOR MATS                             | \$119.60         |
| 1013             | CARPET DELETE                                      | -\$51.75         |
| 1014             | MOLDED CAB STEPS                                   | \$594.55         |
| 1015             | ELECTRONIC SHIFT ON FLY                            | \$393.30         |
| 1016             | MOLDED BLACK CAB STEPS                             | \$594.55         |
| 1017             | SIRIUS SATELLITE RADIO                             | \$565.80         |
| 1018             | SPARE TIRE/ WHEEL                                  | \$552.00         |
| 1019             | HI CAP TRAILER TOW                                 | \$552.00         |
| 1020             | POLISHED ALUMINUM WHEELS                           | \$1,791.70       |
| 1021             | REMOTE START                                       | \$393.30         |
| 1022             | STAINLESS STEEL WHEEL SIMULATORS                   | \$752.10         |
| 1023             | DAYTIME RUNNING LIGHTS                             | \$106.95         |
| 1024             | XL VALUE PACKAGE                                   | \$1,079.85       |
| 1025             | POWER EQUIPMENT GROUP [ ON XL]                     | \$1,577.80       |
| 1026             | ADDITIONAL CHIP KEY WITH KEY FOB/ INCL PROGRAMMING | \$418.60         |
| 1027             | H.O. BOSTRUM OFFICER SCBA SEAT                     | \$1,853.80       |
| 1028             | 1 REAR H.O. BOSTRUM SCBA SEAT                      | \$1,853.80       |
| 1029             | 2 REAR H.O. BOSTRUM SCBA SEATS                     | \$2,831.30       |
| 1030             | 3 REAR H.O. BOSTRUM SCBA SEATS                     | \$3,777.75       |
| 1031             | SHOP MANUAL ON DVD                                 | \$824.55         |
| 1032             | PARTS DVD                                          | \$824.55         |
| 1033             | Chassis Pricing year model increase                | \$11,489.65      |
| 1034             | NAVISTAR OPTIONS                                   | \$0.00           |
| 1035             | Crew Cab in lieu of Day Cab                        | \$24,900.95      |
| 1036             | Upgrade to 370hp (SCR only-4X2 Model)              | \$23,481.85      |
| 1037             | Upgrade to 385hp (SCR only- 4X2 Model)             | \$24,112.05      |
| 1038             | Average Spare Tire w/ Wheel                        | \$1,457.05       |
| 1039             | Front Axle 14,000 in lieu of 12,000 (Non-Drive)    | \$1,270.75       |
| 1040             | Front Axle 16,000 in lieu of 12,000 (Non-Drive)    | \$2,740.45       |
| 1041             | Front Axle 18,000 in lieu of 12,000 (Non-Drive)    | \$3,153.30       |
| 1042             | Front Axle 20,000 in lieu of 12,000 (Non-Drive)    | \$3,727.15       |
| 1043             | Front Axle 14,000 in lieu of 12,000 (Drive)        | \$3,860.55       |
| 1044             | Front Axle 16,000 in lieu of 12,000 (Drive)        | \$10,307.45      |
| 1045             | Front Axle 18,000 in lieu of 12,000 (Drive)        | \$15,079.95      |
| 1046             | Upgrade to 4X4 in lieu of 4X2 (Daycab)             | \$41,515.00      |

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|------|---------------------------------------------------------------|-------------|
| 1047 | CD Shop Manuals                                               | \$1,300.65  |
| 1048 | Auxiliary Engine Water Cooler                                 | \$1,198.30  |
| 1049 | Engine Oil Temperature Gauge                                  | \$142.60    |
| 1050 | Rear Axle Oil Temperature Gauge                               | \$204.70    |
| 1051 | Upgraded 16.5 CFM Air Compressor                              | \$662.40    |
| 1052 | Polished Aluminum Air Tanks                                   | \$1,049.95  |
| 1053 | Tilt/Telescopic Steering Wheel                                | \$740.60    |
| 1054 | Fog Lights                                                    | \$648.60    |
| 1055 | Remote Jump Start Stud                                        | \$617.55    |
| 1056 | Upgraded Bluetooth Radio                                      | \$966.00    |
| 1057 | Hood Hatch for Servicing                                      | \$1,337.45  |
| 1058 | Bright Finish Stainless Steel Fuel Tank Straps                | \$1,186.80  |
| 1059 | Chassis, Commercial, Supplied by Purchaser                    | \$15,083.86 |
| 1060 | Chassis, Commercial, Supplied by Dealer                       | \$7,541.93  |
|      | FRAME MODIFICATIONS                                           | \$0.00      |
| 1061 | *** Frame Modifications ***                                   | \$0.00      |
| 1062 | Wheelbase, Change Length, Shorten                             | \$5,097.95  |
| 1063 | Wheelbase, Change Length, Lengthen                            | \$5,416.50  |
| 1064 | Commercial Chassis year model increase                        | \$20,386.05 |
| 1065 | TOWING                                                        | \$0.00      |
| 1066 | *** Rear Towing Provisions***                                 | \$0.00      |
| 1067 | Tow Eye Plates, 3/4", Rear, 2.25" Hole, Painted (Job Color)   | \$1,314.45  |
| 1068 | Tow Eye Plates, 3/4", Rear, 3" Hole, Painted (Job Color)      | \$1,314.45  |
| 1069 | Tow Eye Plates, 3/4", Rear, 2.25" Hole, Painted (Gloss Black) | \$1,314.45  |
| 1070 | Tow Eye Plates, 3/4", Rear, 3" Hole, Painted (Gloss Black)    | \$1,314.45  |
| 1071 |                                                               | \$0.00      |
| 1072 | Bumper, Paint, Special                                        | \$1,401.85  |
| 1073 |                                                               | \$0.00      |
| 1074 | *** Bumper Compartments ***                                   | \$0.00      |
| 1075 | NO-- Bumper Compartments                                      | \$0.00      |
| 1076 | Bumper Cmpt, Driver, Tool Compartment                         | \$796.95    |
| 1077 | Bumper Cmpt, Driver, Drip Torch Comp!, Raised Lid             | \$1,155.75  |
| 1078 | Bumper Cmpt, Driver, Hose Stge Compartment                    | \$796.95    |
| 1079 |                                                               | \$0.00      |
| 1080 | Bumper Cmpt, Center, Tool Compartment                         | \$796.95    |
| 1081 | Bumper Cmpt, Center, Hose Stge Compartment                    | \$796.95    |
| 1082 |                                                               | \$0.00      |
| 1083 | Bumper Cmpt, Psngr, Tool Compartment                          | \$796.95    |
| 1084 | Bumper Cmpt, Psngr, Drip Torch Comp!, Raised Lid              | \$1,155.75  |
| 1085 | Bumper Cmpt, Psngr, Hose Stge Compartment                     | \$796.95    |
| 1086 |                                                               | \$0.00      |
| 1087 | Bumper Cmpt, Cover, Vinyl/Hypalon (1)                         | \$286.35    |
| 1088 | Bumper Cmpt, Covers, Vinyl/Hypalon (2)                        | \$572.70    |
| 1089 | Bumper Cmpt, Covers, Vinyl/Hypalon (3)                        | \$860.20    |
| 1090 | Bumper Cmpt, Door, Alum T/P, ALDP                             | \$486.45    |

|      |                                                                |            |
|------|----------------------------------------------------------------|------------|
| 1091 | Bumper Cmpt, Door, Alum T/P, ALDP, Powder Coated Satin Black   | \$596.85   |
| 1092 | Bumper Cmpt, Door, Alum T/P, ALDP, Black Dura-Bak              | \$875.15   |
| 1093 | Bumper Cmpt, Winch Access Door, ALDP                           | \$676.20   |
| 1094 | Bumper Cmpt, Winch Access Door, Powder Coat, Steel             | \$676.20   |
| 1095 | Bumper Cmpt, Velcro Straps, (2) per Cmpt                       | \$224.25   |
| 1096 | Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt              | \$224.25   |
| 1097 |                                                                | \$0.00     |
| 1098 | *** Bumper Equipment ***                                       | \$0.00     |
| 1099 | Bumper, BME, Steel, Custom, Extreme Tender Style               | \$5,336.00 |
| 1100 | Bumper, International, 15 degree                               | \$1,275.35 |
| 1101 | Bumper, Extreme, BME Custom, Frnt Discharge, Dodge             | \$5,416.50 |
| 1102 | Bumper, Extreme, BME Custom, Frnt Monitor, Dodge               | \$5,416.50 |
| 1103 | Bumper, Extreme, BME Custom, Frnt Discharge, Ford              | \$5,416.50 |
| 1104 | Bumper, Extreme, BME, Custom, Frnt Monitor, Ford               | \$5,416.50 |
| 1105 | Bumper Accessories Upgrade                                     | \$7,143.80 |
| 1106 | *** Air Horn Controls ***                                      | \$0.00     |
| 1107 | Air Horn, Control, Driver, Elec horn or Air horns switch       | \$272.55   |
| 1108 | Air Horn, Control, Driver, Siren/air horn, switch              | \$194.35   |
| 1109 | Air Horn, Control, Driver, Single Foot Switch                  | \$200.10   |
| 1110 |                                                                | \$0.00     |
| 1111 | Air Horn, Control, Psngr, Single Foot Switch                   | \$200.10   |
| 1112 | Air Horn, Control, Psngr, Single Dash Switch                   | \$194.35   |
| 1113 | Air Horn, Control, Psngr, Console                              | \$189.75   |
| 1114 | Air Horn, Control, Pump Panel                                  | \$372.60   |
| 1115 | Air Horn, Control, Driver's Side Lanyard                       | \$372.60   |
| 1116 |                                                                | \$0.00     |
| 1117 | *** Exhaust Extraction Systems ***                             | \$0.00     |
| 1118 | Exhaust Adapter, Plymo-Vent                                    | \$1,214.40 |
| 1119 | Exhaust Adapter, Nederman                                      | \$1,214.40 |
| 1120 |                                                                | \$0.00     |
| 1121 | *** Rear Mud Flaps***                                          | \$0.00     |
| 1122 | Mud Flaps, Rear Wheels, Black                                  | \$373.75   |
| 1123 |                                                                | \$0.00     |
| 1124 | TIRE CHAINS                                                    | \$0.00     |
| 1125 | *** Automatic Chains ***                                       | \$0.00     |
| 1126 | Tire Chains, Automatic, On-Spot, per axle, w/mntg brkt         | \$4,410.25 |
| 1127 |                                                                | \$0.00     |
| 1128 | *** Fuel Tank Cover***                                         | \$0.00     |
| 1129 | Cab Step, Fuel Tank Cover, Alum T/P, Psngr                     | \$1,115.50 |
| 1130 | Cab Step, Fuel Tank Cover, Alum T/P, Driver                    | \$1,115.50 |
| 1131 | Cab Step, Air Tank/ Battery, Cover, Alum T/P, Dvr              | \$1,115.50 |
| 1132 | Cab Step, Psngr Rear, Alum T/P, Between Step Cover             | \$1,115.50 |
| 1133 | Cab Step, Battery Cover, Alum T/P, Drop Down, Driver, CV/Chevy | \$1,299.50 |
| 1134 | Cab Step, After Treatment Cover, Alum T/P, Psngr, CV/Chevy     | \$1,115.50 |
| 1135 |                                                                | \$0.00     |

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|------|--------------------------------------------------------------------|------------|
| 1136 | *** Cab Step Chock Block Compartments ***                          | \$0.00     |
| 1137 | Cab Step, Chock Block Compartment, Under Cab, Driver Side          | \$905.05   |
| 1138 | Cab Step, Chock Block Compartment, Under Cab, Psngr Side           | \$905.05   |
| 1139 |                                                                    | \$0.00     |
| 1140 | *** Cab Step Trays and Finish ***                                  | \$0.00     |
| 1141 | Slide Tray, 250#, Under Cab Compartment, S/S                       | \$1,194.85 |
| 1142 | Slide Tray, 300#, Battery, Under Cab Compartment,                  | \$1,194.85 |
| 1143 | Slide Tray, 500#, Under Cab Compartment, S/S                       | \$1,831.95 |
| 1144 | Slide Tray, 500#, Under Cab Compartment, Aluminum, W/Dividers      | \$1,194.85 |
| 1145 |                                                                    | \$0.00     |
| 1146 | *** Cab Steps ***                                                  | \$0.00     |
| 1147 | NO--Steps, OEM Chassis Supplied                                    | \$0.00     |
| 1148 | Cab Steps, Extrd Diamond Back Alum, (2)Door                        | \$1,672.10 |
| 1149 | Cab Steps, Extrd Diamond Back Alum, (4) Door                       | \$2,469.05 |
| 1150 | Cab Steps, Nerf Bars, Two Door                                     | \$684.25   |
| 1151 | Cab Length Oval Running Boards, Four Door                          | \$1,401.85 |
| 1152 | Running Boards, BME Custom Made, 4-Door                            | \$3,106.15 |
| 1153 | Running Boards, BME Custom Made, 2-Door                            | \$2,469.05 |
| 1154 | Running Boards, BME, Alum W/ALDP overlay, CV/Chevy                 | \$3,966.35 |
| 1155 |                                                                    | \$0.00     |
| 1156 | CREW CAB CABINETS AND SPECIAL PROVISIONS                           | \$0.00     |
| 1157 | *** Cab Storage Cabinets ***                                       | \$0.00     |
| 1158 | Cabinet, Crew Cab, Center Rear Wall, Full Height, Roll Up          | \$4,936.95 |
| 1159 | Console, Crew Cab, Center Rear Wall                                | \$3,854.80 |
| 1160 |                                                                    | \$0.00     |
| 1161 | AIR SYSTEMS                                                        | \$0.00     |
| 1162 | Air Brake Compressor, Kussmaul, 120V                               | \$2,508.15 |
| 1163 | Air Brake Compressor, Kussmaul, 12V                                | \$2,792.20 |
| 1164 | Air Inlet Plug, Kussmaul, Auto-Eject, LH cab step                  | \$916.55   |
| 1165 | Air Inlet Plug, Kussmaul, Auto-Eject, Drivers Cab Step             | \$994.75   |
| 1166 |                                                                    | \$0.00     |
| 1167 | ADDITIONAL CHASSIS MODIFICATIONS                                   | \$0.00     |
| 1168 | Batteries, Auxiliary, 12V, Group 31, Optima D31T, Yellow Top (1)   | \$1,018.90 |
| 1169 | Batteries, Replacement, 12V, Group 31, Optima D31T, Yellow Top (1) | \$989.00   |
| 1170 | Chassis Jump Start Stud Relocation                                 | \$2,070.00 |
| 1171 |                                                                    | \$0.00     |
| 1172 | Under hood Light, LED                                              | \$357.65   |
| 1173 |                                                                    | \$0.00     |
| 1174 | *** Auxiliary Lighting ***                                         | \$0.00     |
| 1175 | Auxiliary Lighting, Firetech, HiViz, FT-MB-21-FT-B                 | \$1,110.90 |
| 1176 |                                                                    | \$0.00     |
| 1177 | Auxiliary Lighting, PIAA 560, LED Driving Lights (Pair)            | \$798.10   |
| 1178 | Auxiliary Lighting, KC 6" Spot LED Lights(Pair) SKU#0100           | \$816.50   |
| 1179 | Auxiliary Lighting, Rigid 6" Spot Beam LED Lights(Pair) #36201     | \$1,175.30 |
| 1180 | Auxiliary Lighting, Rigid, E 20" Combo                             | \$1,354.70 |

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|------|-------------------------------------------------------------------|-------------|
| 1181 | Auxiliary Lighting, Rigid, RDS-Series 20" Spot                    | \$1,612.30  |
| 1182 | Auxiliary Lighting, Ridgid, Pro Light, Diffusion                  | \$1,227.05  |
| 1183 | Auxiliary Lighting, Rigid, D- series Pro, 3", 502513, Pair        | \$1,041.90  |
| 1184 | Auxiliary Lighting, Rigid, D- series Pro, 3", 502323, Amber, Pair | \$1,041.90  |
| 1185 | Auxiliary Lighting, Rigid, D- series Pro, 3", Flood, 202113, Pair | \$874.00    |
| 1186 | Auxiliary Lighting, Rigid, D- series Pro, 3", Spot, 202213, Pair  | \$874.00    |
| 1187 | Auxiliary Lighting, Rugged Ridge, LED, Pair                       | \$409.40    |
| 1188 | Auxiliary lighting, Rigid, E series cover, Amber 10"              | \$32.20     |
| 1189 | Auxiliary lighting, Rigid, E series cover, Black, 20"             | \$70.15     |
| 1190 | Auxiliary lighting, Rough Country, 20" LED Light Bar              | \$530.15    |
| 1191 | Auxiliary lighting, Rough Country, 3" LED Light Pods              | \$572.70    |
| 1192 | Auxiliary lighting, Rough Country, 30" Lightbar SKU70930D         | \$780.85    |
| 1193 |                                                                   | \$0.00      |
| 1194 | Auxiliary Lighting LED Upgrade A                                  | \$6,881.60  |
| 1195 | Auxiliary Lighting LED Upgrade B                                  | \$13,547.00 |
| 1196 |                                                                   | \$0.00      |
| 1197 | International Headlights, Replace Halogen with LED                | \$2,134.40  |
| 1198 |                                                                   | \$0.00      |
| 1199 | Auxiliary Air Conditioner, Red Dot, R-6101                        | \$30,333.55 |
| 1200 | Auxiliary Air Conditioner, Red Dot, R-6840                        | \$15,981.55 |
| 1201 |                                                                   | \$0.00      |
| 1202 | Auxiliary Cab Speakers, Rear of Cab                               | \$1,059.15  |
| 1203 | Wildland Helmet Holders, Chrome Wire Style                        | \$211.60    |
| 1204 |                                                                   | \$0.00      |
| 1205 | Storm King Fire Curtains, Navistar, HV507                         | \$9,795.70  |
| 1206 |                                                                   | \$0.00      |
| 1207 | Cab Windows, Tinted, Non-ceramic                                  | \$1,075.25  |
| 1208 | Cab Windows, Tinted, Ceramic                                      | \$1,417.95  |
| 1209 | Fender Extensions, Front Cab, Rubber (2)                          | \$606.05    |
| 1210 | Exterior Cab Trim, Debris Skirt (Navistar Only)                   | \$732.55    |
| 1211 | Rear Cab Wall, Alum Panel, Below the Rear Window                  | \$1,258.10  |
| 1212 |                                                                   | \$0.00      |
| 1213 | Protective Sleeve, Air, Fuel, Elec Lines, Fire Resistant Sleeves  | \$1,233.95  |
| 1214 | Fuel Tank Additional Pickup tube                                  | \$635.95    |
| 1215 |                                                                   | \$0.00      |
| 1216 | Viair Ultra-Duty OnBoard Air System 20001                         | \$2,294.25  |
| 1217 |                                                                   | \$0.00      |
| 1218 | Engine, ECM programming, Speed Governor, 75MPH                    | \$318.55    |
| 1219 | Engine, ECM programming, Speed Governor, 68 MPH                   | \$318.55    |
| 1220 | Skid Plate, Steel, Buckstop, Transmission, Ford/Dodge             | \$1,075.25  |
| 1221 | Skid Plate, Steel, Buckstop, Transfer Case, Ford/Dodge            | \$1,299.50  |
| 1222 | Skid Plate, Steel, Buckstop, Radiator, Ford/Dodge                 | \$1,382.30  |
| 1223 |                                                                   | \$0.00      |

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| 1224 | International Aluminum Wheels                                   | \$2,333.35  |
| 1225 | Alcoa Durabrites                                                | \$6,881.60  |
| 1226 | Alcoa, Dura Black, Alum Wheels, 22.5"                           | \$7,211.65  |
| 1227 | American Racing, Alum Wheels, 22.5"                             | \$5,447.55  |
| 1228 | Tires And Wheels, Michelin XZL 52", HEMTT 20" Wheels (Each)     | \$6,012.20  |
| 1229 |                                                                 | \$0.00      |
| 1230 | SEAT COVERS                                                     | \$0.00      |
| 1231 | Seat Covers, Tiger Tough, Dodge 5500, Front buckets, Rear 60/40 | \$1,279.95  |
| 1232 | Seat Covers, Tiger Tough, Ford F-550, Front Buckets, Rear 60/40 | \$1,279.95  |
| 1233 |                                                                 | \$0.00      |
| 1234 | ***** FIRE PUMP*****                                            | \$0.00      |
| 1235 |                                                                 | \$0.00      |
| 1236 | Increase Pump 500 GPM to 1000 GPM                               | \$37,272.65 |
| 1237 | Increase Pump 1000 GPM to 1500 GPM                              | \$17,202.85 |
|      |                                                                 | \$0.00      |
| 1239 | SPECIAL PUMP OPTIONS                                            | \$0.00      |
| 1240 | --- Primers---                                                  | \$0.00      |
| 1241 | Primer, Trident, #31.003.07, W/Control                          | \$2,451.80  |
| 1242 | Primer, Trident, #31.001.07, Manual, (1250GPM or larger)        | \$3,379.85  |
| 1243 | Primer, Trident, #31.013.5, Auto, W/Gauge, (1000GPM or Lower)   | \$3,849.05  |
| 1244 | Primer, Trident, #31.003.5, Auto, (1000GPM or Lower)            | \$3,780.05  |
|      | Special Pumps Ultra High Pressure                               | \$0.00      |
| 4737 | UHP Pump 6 GPM @ 2400 PSI GW                                    | \$19,126.80 |
| 4738 | UHP Pump 8 GPM @ 2800 PSI GW                                    | \$24,250.05 |
| 4739 | UHP Pump 10 GPM@ 1800 PSI COMPACT GW                            | \$21,439.45 |
| 4740 | UHP Pump 10 GPM@ 1800 PSI STD GW                                | \$24,493.85 |
| 4745 | UHP Pump 20 GPM@ 1500 PSI GW                                    | \$32,802.60 |
| 4763 | UHP Pump 20 GPM@ 1500 PSI - Gas                                 | \$32,802.60 |
| 4485 | UHP Pump 20 GPM @ 1500 PSI - Diesel                             | \$53,409.45 |
| 1252 | Rear Bumper Nozzles Tactical, Narrow 25 Degree, Wildland (1)    | \$2,231.00  |
| 1253 | Rear Bumper Nozzles Tactical, Wide 110 Degree, Wildland (1)     | \$2,231.00  |
| 1254 | Spray Nozzle Controls, Front, Pair                              | \$110.40    |
| 1255 | Spray Nozzle Controls, Front, Individually                      | \$224.25    |
| 1256 | Spray Nozzle Controls, Rear, Pair                               | \$110.40    |
| 1257 | Spray Nozzle Controls, Rear, Individually                       | \$224.25    |
| 1258 |                                                                 | \$0.00      |
| 1259 | *** Gravity Drain ***                                           | \$0.00      |
| 1260 | Gravity Drain, 1.5" Valve                                       | \$676.20    |
| 1261 |                                                                 | \$0.00      |
| 1262 | *** Front Bumper Discharges ***                                 | \$0.00      |
| 1263 | Upgrade Bumper Dschrg, (1) 2.5", Front, Swivel                  | \$2,469.05  |
| 1264 |                                                                 | \$0.00      |
| 1265 | *** Front Bumper Spray ***                                      | \$0.00      |
| 1266 | Front Bumper Nozzle.Tactical, Narrow 25 Degree, Wildland (1)    | \$2,231.00  |
| 1267 | Front Bumper Nozzle.Tactical, Wide 110 Degree, Wildland (1)     | \$2,231.00  |

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| 1268 |                                                                      | \$0.00      |
| 1269 | HOSE REEL EQUIPMENT                                                  | \$0.00      |
| 1270 | *** Hose Reel Air Blow Out Provisions ***                            | \$0.00      |
| 1271 | Air Blow Out, Hose Reel, w/Plug In Connection                        | \$708.40    |
| 1272 |                                                                      | \$0.00      |
| 1273 | Hose, Water, Mercedes, Fabric cvrd, 300#, 3/4" x (1)100', yellow     | \$585.35    |
| 1274 | Hose, Water, 800#, 1" x 50', Rubber (1)                              | \$676.20    |
| 1275 | Nozzle Mounting, Hose Reel, PAC, #1004                               | \$205.85    |
| 1276 |                                                                      | \$0.00      |
| 1277 | MONITOR DISCHARGES                                                   | \$0.00      |
| 1278 | *** Front Bumper Monitor Discharge***                                | \$0.00      |
| 1279 | Frnt Bmpr Monitor Discharge, 2", Valve and Plumbing                  | \$4,698.90  |
| 1280 | Monitor, Akron, Forestry, Front Bumper, Elec, Kit 3462               | \$12,081.90 |
| 1281 | Front Monitor, Akron, 2" Quick Disconnect                            | \$587.65    |
| 1282 |                                                                      | \$0.00      |
| 1283 | *** Trident Around-the-Pump Foam Systems ***                         | \$0.00      |
| 1284 | Foam System, Around-the-Pump, Trident, Foamate ATP 1.0, Class A only | \$2,818.65  |
| 1285 |                                                                      | \$0.00      |
| 1286 | INJECTION - FOAM SYSTEMS                                             | \$0.00      |
| 1287 |                                                                      | \$0.00      |
| 1288 | Foam System, FoamPro, 2001, 12V Elec, ( 1) Tank                      | \$15,048.90 |
| 1289 | Foam System, FoamPro, On-Off Switch in Cab                           | \$1,937.75  |
| 1290 | Foam Upload System, Hale, EZ Foam                                    | \$4,447.05  |
| 1291 |                                                                      | \$0.00      |
| 1292 | PUMP ENCLOSURE HEATERS AND HEAT PANS                                 | \$0.00      |
| 1293 | Heater, Pump Enc, 16,000BTU, Switch                                  | \$5,017.45  |
| 1294 | Heater, Pump Enc, 30,000BTU, Switch                                  | \$6,530.85  |
| 1295 | Heat Pan, Pump Enc, Midship                                          | \$7,167.95  |
| 1296 |                                                                      | \$0.00      |
| 1297 | WATER TANK LEVEL GAUGES                                              | \$0.00      |
| 1298 | Water Tank Gauge, FRC, TankVision, Pump Panel                        | \$994.75    |
| 1299 | Water Tank Gauge, FRC, TankVision, Console                           | \$994.75    |
| 1300 | Water Tank Gauge, FRC, TankVision, Mini, Cab                         | \$563.50    |
| 1301 | Water Tank Gauge, FRC, TankVision, MaxVision                         | \$854.45    |
| 1302 |                                                                      | \$0.00      |
| 1303 | FOAM TANK LEVEL GAUGES                                               | \$0.00      |
| 1304 | Foam Tank Gauge, FRC, Class A, Mini, Cab                             | \$563.50    |
| 1305 |                                                                      | \$0.00      |
| 1306 | PUMP PANEL EQUIPMENT                                                 | \$0.00      |
| 1307 | Air Horn, Push Button, Pump Panel                                    | \$318.55    |
| 1308 |                                                                      | \$0.00      |
| 1309 | Air Outlet, Pump Panel, Plug-in Connection, LH, W/Shutoff at Tank    | \$596.85    |
| 1310 | Air Outlet, Pump Panel, Plug-in Connection, RH, W/Shutoff at Tank    | \$596.85    |
| 1311 | Air Outlet, Pump Panel, Plug-in Connection, Rear, W/Shutoff at Tank  | \$596.85    |
| 1312 |                                                                      | \$0.00      |

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| 1313 | Air Inlet, Pump Panel, Plug-in Connection, LH, W/Shutoff at Tank       | \$596.85    |
| 1314 | Air Inlet, Pump Panel, Plug-in Connection, W/Shut Off, LH              | \$596.85    |
| 1315 | Air Inlet, Pump Panel, Plug-in Connection, RH, W/Shutoff at Tank       | \$596.85    |
| 1316 |                                                                        | \$0.00      |
| 1317 | BODY COMPONENTS                                                        | \$0.00      |
| 1318 | Fenderettes, Body, Polished S/S, (2) 16"/19" rims                      | \$732.55    |
| 1319 | Fenderettes, Body, Rubber, (2) 16"/19" rims                            | \$414.00    |
| 1320 | Fenderettes, Body, Polished S/S, 22.5" rims (2) Single Axle            | \$907.35    |
| 1321 | Fenderettes, Body, Rear, Rubber, 22.5" rims (2) Single Axle            | \$439.30    |
| 1322 | Fenderettes, Body, Polished S/S, 22.5" rims (4) Tandem Axle            | \$1,514.55  |
| 1323 | Fenderettes, Body, Rubber, 22.5" rims (4) Tandem Axle                  | \$828.00    |
| 1324 | Additional Handrail, Knurled                                           | \$331.20    |
| 1325 | Shelf, Adjustable, Alum 1/8" (1)                                       | \$404.80    |
| 1326 | Divider, Vertical, Bolt-In, Full Height, Alum, Smooth, W/Unistrut, BME | \$916.55    |
| 1327 | Tool Board, Adj, Alum, <24"D, BME                                      | \$1,322.50  |
| 1328 | Tool Board, Rear Wall, Bolt-In, BME                                    | \$1,417.95  |
| 1329 | SCBA Mntgs, ZICO, Strap, UH-6-30-3-SFPHS                               | \$326.60    |
| 1330 | SCBA Mntgs, ZICO, Strap, UH-6-30-2-SF                                  | \$272.55    |
| 1331 |                                                                        | \$0.00      |
| 1332 | *** Dri-Deck Floor Grating ***                                         | \$0.00      |
| 1333 | Dri-Dek, Grating, Per Square Foot                                      | \$21.85     |
| 1334 | Dri-Dek, Grating, Per Cmpt Surface                                     | \$86.25     |
| 1335 | Dri-Dek, Grating, Per Cmpt Shelf                                       | \$86.25     |
| 1336 | Dri-Dek, Grating, Per Slide Out Tray                                   | \$86.25     |
| 1337 | Dri-Dek, Grating, Per Bumper Cmpt                                      | \$58.65     |
| 1338 | Dri-Dek, Grating, Edging, Per Cmpt                                     | \$52.90     |
| 1339 | Dri-Dek, Grating, Per Slide Out Tray                                   | \$77.05     |
| 1340 | Dri-Dek, Grating, Per Slide Out Tray, Transverse                       | \$196.65    |
| 1341 |                                                                        | \$0.00      |
| 1342 | BATTERY EQUIPMENT INSTALLATION                                         | \$0.00      |
| 1343 | Battery Charger, Kussmaul, Autocharge                                  | \$3,935.30  |
| 1344 | Shore Power, Inlet, 120V, 20 amp                                       | \$989.00    |
| 1345 | Shore Power, Inlet, 120V, 30 amp                                       | \$989.00    |
| 1346 | Shore Power Plug, Kussmaul, Super Auto-Eject                           | \$1,735.35  |
| 1347 | Block Heater, Wiring Only to Shore Power Receptacle                    | \$399.05    |
| 1348 |                                                                        | \$0.00      |
| 1349 | VEHICLE INTERCOM SYSTEM                                                | \$0.00      |
| 1350 | Intercom System (Basic)                                                | \$8,882.60  |
| 1351 | Intercom Wireless System                                               | \$11,111.30 |
| 1352 | Intercom Dual Radio                                                    | \$11,965.75 |
| 1353 | Intercom Headset - Wired                                               | \$1,105.15  |
| 1354 | Intercom Headset - wireless                                            | \$2,555.30  |
| 1355 | Intercom Headset Wireless                                              | \$2,555.30  |
| 1356 |                                                                        | \$0.00      |
| 1357 | *** Radio Systems AM/FM/CD/Weather***                                  | \$0.00      |

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| 1358 | Radio, Fire, Installation, (1) Purchaser Supplied                     | \$1,314.45  |
| 1359 | Radio, Fire, Remote Head, Installation, Purchaser Supplied            | \$1,314.45  |
| 1360 | Radio Pre-Wire                                                        | \$382.95    |
| 1361 | Cell Phone Antenna, WeBoost, 4G-X OTR, supply and install             | \$1,658.30  |
| 1362 |                                                                       | \$0.00      |
| 1363 | 12 VOLT POWER SOURCES                                                 | \$0.00      |
| 1364 | USB/ USB-C, Charging Port                                             | \$248.40    |
| 1365 |                                                                       | \$0.00      |
| 1366 | Knox Box, Installation, Purchaser Supplied                            | \$358.80    |
| 1367 |                                                                       | \$0.00      |
| 1368 | CAMERAS                                                               | \$0.00      |
| 1369 | Back Up Camera                                                        | \$3,763.95  |
| 1370 | 360 Camera System - Exterior                                          | \$13,210.05 |
| 1371 |                                                                       | \$0.00      |
| 1372 | MECHANICAL SIRENS                                                     | \$0.00      |
| 1373 | Siren, F-S, Q2B, Mechanical, Recess In Bumper                         | \$3,785.80  |
| 1374 | Mechanical Siren, Activation, Push Button, Console Mounted            | \$278.30    |
| 1375 | Mechanical Siren, Activation, Driver, Push Button                     | \$278.30    |
| 1376 | Mechanical Siren, Activation, Passenger, Push Button                  | \$278.30    |
| 1377 | Mechanical Siren, Activation, Driver, Foot Switch                     | \$278.30    |
| 1378 | Mechanical Siren, Activation, Passenger, Foot Switch                  | \$278.30    |
| 1379 | Mechanical Siren, Brake, Push Button, Console Mounted                 | \$278.30    |
| 1380 | Mechanical Siren, Brake, Driver, Push Button -                        | \$278.30    |
| 1381 | Mechanical Siren, Brake, Passenger, Push Button                       | \$278.30    |
| 1382 | Mechanical Siren, Brake, Driver, Foot Switch                          | \$278.30    |
| 1383 | Mechanical Siren, Brake, Passenger, Foot Switch                       | \$278.30    |
| 1384 |                                                                       | \$0.00      |
| 1385 | Emergency Lighting Upgrades                                           | \$0.00      |
| 1386 | Emergency Lighting Upgrade Option A (See Layout)                      | 512,651.15  |
| 1387 | Emergency Lighting Upgrade Option B (See Layout)                      | 518,635.75  |
| 1388 | Emergency Lighting Upgrade Option C (See Layout)                      | 521,959.25  |
| 1389 |                                                                       | \$0.00      |
| 1390 | WINCH INSTALLATIONS                                                   | \$0.00      |
| 1391 | Winch, Electric, Smitty Built, 12k, Steel Cable, 97612 w/ 2811 Cradle | \$1,385.75  |
| 1392 | Winch, Electric, Smitty Built, 12k, Syn Rope, 98612, w/ 2811 Cradle   | \$1,608.85  |
| 1393 | Winch, Electric, 16.5TI, Warn 68801                                   | \$4,548.25  |
| 1394 | Winch, Electric, 16.5TI, Warn 68801, Type 6                           | \$4,548.25  |
| 1395 | Winch, Electric 16.5TI, Warn 97740 Synthetic                          | \$4,558.60  |
| 1396 | Winch, Electric, Smitty Built, 17.5K                                  | \$2,627.75  |
| 1397 |                                                                       | \$0.00      |
| 1398 | =====PAINTING=====                                                    | \$0.00      |
| 1399 | Paint, Cab/Chassis, 2 Door Commercial, Two Tone                       | \$21,981.10 |
| 1400 | Paint, Cab/Chassis, 2 Door Commercial, Two Tone, No Jambs             | \$13,220.40 |

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| 1401 | Paint, Chassis, 4 Door Cmrl, One Color                             | \$21,981.10 |
| 1402 | Paint, Chassis, 4 Door Cmrl, Two Tone, BME                         | \$21,981.10 |
| 1403 | Paint, Chassis, 4 Door Cmrl, Two Tone, BME, No Jambs               | \$13,220.40 |
| 1404 |                                                                    | \$0.00      |
| 1405 | Striping Package, Silver (Small)                                   | \$11,467.80 |
| 1406 | Striping Package, Silver (Medium)                                  | \$14,335.90 |
| 1407 | Striping Package, Silver (Large)                                   | \$17,202.85 |
| 1408 |                                                                    | \$0.00      |
| 1409 | Striping Package, Gold (Small)                                     | \$17,202.85 |
| 1410 | Striping Package, Gold (Medium)                                    | \$21,502.70 |
| 1411 | Striping Package, Gold (Large)                                     | \$25,803.70 |
|      | GRAPHICS                                                           | \$0.00      |
| 4824 | Large Truck Graphics Package                                       | \$13,190.50 |
| 4825 | UTV GRAPHICS PACKAGE                                               | \$3,325.80  |
| 4402 | Removable Number Plates                                            | \$389.85    |
| 3766 | Lettering, Cab, 3" Reflective                                      | \$1,457.05  |
| 3767 | Lettering, Cab, 3" Non-Reflective                                  | \$1,555.95  |
| 3769 | CUSTOM DOOR GRAPHICS                                               | \$1,744.55  |
| 4195 | Cab Roof Numbers                                                   | \$1,198.30  |
| 4365 | Stripe, Cab/Body, Single Reflective, 4"                            | \$1,261.55  |
| 3771 | Stripe, Cab/Body, Single Reflective, 4"                            | \$1,261.55  |
| 3772 | 1 - 4 - 1 Reflective Stripe                                        | \$2,745.05  |
| 3775 | Lettering, Keep Back "500 FEET"                                    | \$655.50    |
| 3777 | Stripe, Reflective, SCOTCHLITE, Chevron,                           | \$1,253.50  |
| 3779 | Stripe, Reflective, SCOTCHLITE, Chevron,                           | \$1,253.50  |
| 3780 | Capacities Placard, Reflective                                     | \$251.85    |
| 3570 | Emblems, Brush Trucks                                              | \$462.30    |
| 4826 | Graphics Upgrade "A"                                               | \$5,152.00  |
| 4965 | Graphics Upgrade "B"                                               | \$11,960.00 |
|      | NOZZLES & EQUIPMENT                                                | \$0.00      |
| 3736 | Nozzle Mounting                                                    | \$211.60    |
| 3782 | Nozzle (1) TFT, DS1040BCP, 1", Bubble                              | \$684.25    |
| 4047 | Nozzles (2) TFT, DS1040BCP, 1", Bubble                             | \$1,243.15  |
| 4048 | Nozzles (3) TFT, DS1040BCP, 1", Bubble                             | \$2,051.60  |
| 3816 | Nozzles (1) TFT, DS1040P, 1", W/Shut Off                           | \$439.30    |
| 3896 | Nozzles (1) Elkhart                                                | \$2,149.35  |
| 3877 | Spanner Set, TFT, 2-spanner/Hydrant                                | \$587.65    |
| 3784 | Spanner Set, Kocheck, 2-Spanner/Hydrant                            | \$401.35    |
| 3820 | Suction Hose, (2) 2.5" x 8'                                        | \$1,007.40  |
| 3821 | Barrel Suction Strainer                                            | \$262.20    |
| 687  | Each 150' Lengths of Utility Rope                                  | \$460.00    |
| 688  | 150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA | \$507.15    |
| 689  | 150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA | \$577.30    |
| 690  | 2.5 Gallon Water Extinguisher                                      | \$290.95    |
| 691  | Each Approved Portable Fire Extinguisher: ABC                      | \$419.75    |

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| 692 | Each Approved Portable Fire Extinguisher: CO2       | \$537.05    |
| 719 | Extinguisher Bracket                                | \$173.65    |
| 714 | 1.5" Nozzle with shut-off                           | \$3,013.00  |
| 691 | 2.5" Nozzle with shut-off                           | \$3,352.25  |
| 692 | Combination Spanner Wrench with Bracket             | \$348.45    |
| 723 | Each Hydrant Wrench Set                             | \$419.75    |
| 693 | Hose 1.75" x 50 Double Jacket with 1.50" couplings  | \$540.50    |
| 694 | Hose 2.50" x 50' Double Jacket with 2.50" Couplings | \$650.90    |
| 695 | Hose 3.0" x 50' Double Jacket with 2.5" Couplings   | \$783.15    |
| 732 | Piston Intake                                       | \$4,949.60  |
| 696 | 4.00" x 100' Rubber Lined Hose                      | \$1,690.50  |
| 697 | 5.00" x 100' Rubber Lined Hose                      | \$1,823.90  |
| 752 | Pumper/Tanker Attack line Package                   | \$9,216.10  |
| 753 | Pumper/Tanker Supply Line Package                   | \$19,199.25 |
| 754 | Pumper/Tanker Hand Tools                            | \$1,407.60  |
| 755 | Pumper/Tanker Nozzles                               | \$15,999.95 |
| 756 | Aerial Attack Line Package                          | \$9,216.10  |
| 757 | Aerial Supply Line Package                          | \$19,199.25 |
| 698 | Little Giant Ladder                                 | \$1,273.05  |
| 699 | Additional 10' Folding Ladder                       | \$1,022.35  |
| 700 | 12' Ladder                                          | \$1,001.65  |
| 701 | Additional 14' Roof with Hooks                      | \$1,342.05  |
| 702 | 16' Ladder                                          | \$1,281.10  |
| 703 | 20' Ladder                                          | \$1,392.65  |
| 704 | 24' Ladder                                          | \$1,523.75  |
| 705 | 26' Ladder                                          | \$2,233.30  |
| 706 | 28' Ladder                                          | \$1,703.15  |
| 707 | 30' Ladder                                          | \$2,596.70  |
| 708 | 35' Ladder                                          | \$2,929.05  |
| 709 | 40' Ladder                                          | \$3,369.50  |
| 710 | 45' Ladder                                          | \$4,704.65  |
| 711 | Rack, Ladders                                       | \$5,975.40  |
| 712 | Additional Pike Poles - A                           | \$785.45    |
| 715 | Additional Pike Poles - B                           | \$1,567.45  |
| 735 | Air Bags - 56 Ton System                            | \$18,232.10 |
| 716 | Complete SCBA                                       | \$21,480.85 |
| 717 | Spare SCBA Bottles                                  | \$2,986.55  |
| 720 | Deck Gun with Tips, Manual                          | \$11,960.00 |
| 721 | Deck Gun with Tips, Electric                        | \$23,769.35 |
| 722 | Portable Monitor 2.5" Inlet                         | \$14,458.95 |
| 724 | Each Portable Hand Light w/ Mounting Brackets       | \$274.85    |
| 725 | Each Scoop Shovel                                   | \$198.95    |
| 726 | First Aid Kit, 24 units, Fire Department Assortment | \$606.05    |
| 727 | One Assorted Tool Box                               | \$1,314.45  |
| 728 | One Hose Roller                                     | \$771.65    |

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| 729 | One Pair of Bolt Cutters 24"                                 | \$516.35    |
| 730 | Cut-off Circular Saw                                         | \$5,072.65  |
| 731 | Chain Saw                                                    | \$4,309.05  |
| 733 | Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses | \$89,482.65 |
| 765 | Gas Powered Hydraulic Rescue tool package                    | \$63,997.50 |
| 734 | Silent Witness                                               | \$2,743.90  |
| 736 | Thermal Imager Camera System                                 | \$62,942.95 |
| 737 | Hose Clamp                                                   | \$1,151.15  |
| 738 | Axe, Pick                                                    | \$274.85    |
| 739 | Axe, Flat                                                    | \$265.65    |
| 740 | PPV Fan, Gas                                                 | \$8,466.30  |
| 741 | PPV Electric Fan                                             | \$13,023.75 |
| 742 | Poly mounts for tools, Rescue Equipment                      | \$5,760.35  |
| 713 | Thermal Imager Camera with charger                           | \$29,583.75 |
| 743 | 380 Camera 8003040                                           | \$18,873.80 |
| 744 | 380 Camera 8003030                                           | \$22,094.95 |
| 745 | Poly Console Box                                             | \$4,160.70  |
| 746 | Small poly console box                                       | \$3,520.15  |
| 747 | Pumper Custom Poly Mount Package                             | \$21,119.75 |
| 748 | Aerial Custom Poly Mount Package                             | \$23,993.60 |
| 749 | Rescue Custom Poly Mount Package                             | \$27,895.55 |
| 750 | Engine Tunnel Custom Poly Console                            | \$3,282.10  |
| 751 | Aluminum Custom Console                                      | \$3,264.85  |
| 758 | Aerial Hardware and Adapters                                 | \$6,399.75  |
| 759 | Aerial Hand tools                                            | \$3,200.45  |
| 760 | Aerial Pike Poles                                            | \$1,920.50  |
| 761 | Aerial SAW PACKAGE                                           | \$20,479.20 |
| 762 | Pumper Saw package                                           | \$15,359.40 |
| 763 | Battery powered hand tools and saws                          | \$17,919.30 |
| 764 | Pumper/Tanker Hardware and adapters                          | \$8,959.65  |
|     | SERVICE                                                      | \$0.00      |
| 663 | Major P. M.                                                  | \$4,177.95  |
| 666 | ARFF Unit Annual Inspection                                  | \$3,144.10  |
| 667 | ARFF Minor Service                                           | \$4,351.60  |
| 668 | ARFF Major Service                                           | \$6,092.70  |
| 670 | HRET Upgrade - Attack master 4                               | \$44,937.40 |
| 671 | Foam System Maintenance Husky or similar (in shop)           | \$773.95    |
| 672 | Conductivity/Refractometer Foam Testing                      | \$1,348.95  |
| 673 | CAFS Service                                                 | \$594.55    |
| 674 | Annual Pump Test (in shop)                                   | \$745.20    |
| 675 | Quantum Step Maintenance                                     | \$658.95    |
| 676 | Wheels off brake inspection - Single                         | \$526.70    |
| 677 | Wheels off brake inspection - Tandem                         | \$814.20    |
| 678 | A/C System Service                                           | \$1,531.80  |
| 679 | Power steering Flush                                         | \$1,041.90  |

|         |                                                               |             |
|---------|---------------------------------------------------------------|-------------|
| 681     | Input Based Foam Testing Using No Foam System                 | \$2,511.60  |
| 682     | Operational Dry Chemical Testing                              | \$986.70    |
| 683     | Husky/CAFS/Foam Service                                       | \$2,511.60  |
| 685     | Labor Rate, per hour                                          | \$277.15    |
|         | All service options same as Siddons-Martin Fire units pricing | \$0.00      |
|         | WARRANTY                                                      | \$0.00      |
| VB02-5  | Mini-Pumper Warranty 5 Years                                  | \$55,440.35 |
| VB02-7  | Mini-Pumper Warranty 7 Years                                  | \$62,163.25 |
| VB02-10 | Mini-Pumper Warranty 10 Years                                 | \$66,913.90 |
| VD01-5  | Rescue Warranty 5 Years                                       | \$36,496.40 |
| VD01-7  | Rescue Warranty 7 Years                                       | \$43,219.30 |
| VD01-10 | Rescue Warranty 10 Years                                      | \$48,021.70 |
| T5-5    | Type 5 Warranty 5 Years                                       | \$55,440.35 |
| T5-7    | Type 5 Warranty 7 Years                                       | \$58,323.40 |
| T5-10   | Type 5 Warranty 10 Years                                      | \$66,913.90 |
| T3-2    | Type 3 Warranty 2 Years                                       | \$15,499.70 |
| T3-3    | Type 3 Warranty 3 Years                                       | \$22,652.70 |
| T3-5    | Type 3 Warranty 5 Years                                       | \$57,096.35 |
| T3-7    | Type 3 Warranty 7 Years                                       | \$93,282.25 |
| T3-10   | Type 3 Warranty 10 Years                                      | \$98,084.65 |
| SVC-1   | Light Duty Service                                            | \$12,052.00 |
| SVC-2   | Medium Duty Service                                           | \$17,779.00 |
| SVC-3   | Heavy Duty Service                                            | \$24,233.95 |
| SVC-4   | Extreme Duty Service                                          | \$32,758.90 |

Transportation Expenses: Prices quoted are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added into the contract. Typically, apparatus is delivered to a BME Authorized dealer facility in the area for Pre-Delivery inspection and installation of any dealer provided options. If there is no dealer facility near the customer, BME can make delivery directly to the end-user. The cost of delivery varies by the type and size of apparatus and proximity of end user to manufacturing facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can also vary based on specific logistic issues, locations, and end user requirements such as flatbed, barge, or container ship.

Once the apparatus is completed at the BME facility, it is shipped to the dealer for a pre-delivery inspection. After the inspection is completed and the customer receives and accepts the apparatus, they receive their final invoice. The end-user pays the final invoice, and BME delivers a signed MSO to the dealer or end user, which transfers ownership of the vehicle and begins the warranty period. If there is any damage during shipping, our dealer network uses their locations to make necessary repairs under warranty before delivery. If any unnoticed damage is found later, it is resolved through our warranty program.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment H [A current list may be obtained from Vendor.]

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

## **ATTACHMENT D**

### **to Master Price Agreement by and between VENDOR and PURCHASER.**

#### **REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS**

##### **Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds**

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

##### **A. Equal Employment Opportunity**

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

##### **B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)**

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

##### **C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)**

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

##### **D. Rights to Inventions Made Under a Contract or Agreement**

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

##### **E. Clean Air Act and Federal Water Pollution Control Act**

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

##### **F. Debarment and Suspension (Executive Orders 12549 and 12689)**

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

#### G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

#### H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

#### I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

#### J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

#### K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

#### L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

**ATTACHMENT E**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

## **ATTACHMENT G**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

### **Terms and Conditions**

1. **Definitions.**

a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.

b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.

c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.

d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.

e. **"Acceptance"** The Customer shall have the opportunity to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. **Term of Agreement.** This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. **Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of\$ \_\_\_\_\_{"Purchase Price"}. Prices are in U.S. funds.

5. **Future Changes.** Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In

addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pricing for option changes that result in a deduction will be based on the option price at the time of order placement. Pricing for additions will be based on the pricing level at the time of the change request. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery<sup>1/4</sup> Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within \_\_\_\_\_ months of the Effective Date of this Agreement, F.O.B. Customer's facility in \_\_\_\_\_. Risk of loss shall pass to Customer upon Delivery. Delivery of Product is subject to change pending manufacture's delivery schedule at time of order placement. Notification of change will be sent to Customer's address (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of

Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

10. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

a. Component/Chassis Price Volatility: BME and the dealer have absolutely no control over chassis pricing and/or delivery. BME will issue a quote to the dealer for the chassis price, but pricing can/will be subject to any increases or surcharges issued by the

manufacturer. Significant components, i.e., tanks, pumps, lighting, and or controls, could be subject to an increase if it is over 3%. Any price increase for components/chassis of Product will be passed through to the Customer and will be documented on a Change Order.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

14. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

**ATTACHMENT H****to Master Price Agreement by and between VENDOR and PURCHASER.****AUTHORIZED DEALER AND DISTRIBUTORS**

|                                                   | States Covered                                                                                             | # of Sales<br>Reps | # of<br>Facilities | # of<br>Distribution<br>Centers | # of<br>Mobile<br>Vehicles | # of<br>Service<br>Techs |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------|--------------------|---------------------------------|----------------------------|--------------------------|
| <i>ALLEGIANCE FIRE RESCUE</i>                     | ME, MA, NH, RI, VT                                                                                         | 10                 | 2                  | 2                               | 2                          | 15                       |
| <i>ATLANTIC EMERGENCY SOLUTIONS<br/>INC</i>       | DE, MD, NC, KY, OH, WV, VA                                                                                 | 22                 | 13                 | 13                              | 20                         | 92                       |
| <i>CHURCHVILLE FIRE EQUIPMENT<br/>CORP</i>        | WEST NY                                                                                                    | 6                  | 4                  | 4                               | 8                          | 20                       |
| <i>COMMERCIAL EMERGENCY<br/>EQUIPMENT</i>         | British Columbia, Alberta,<br>Saskatchewan, Manitoba, Ontario,<br>Nunavut, Yukon, Northwest<br>Territories |                    |                    |                                 |                            |                          |
| <i>CONRAD FIRE EQUIPMENT INC</i>                  | KS., OK                                                                                                    | 9                  | 2                  | 2                               | 11                         | 15                       |
| <i>EMERGENCY EQUIPMENT<br/>PROFESSIONALS</i>      | AL. MS                                                                                                     | 7                  | 4                  | 4                               | 16                         | 16                       |
| <i>FIRE &amp; SAFETY SERVICES LTD</i>             | NJ                                                                                                         | 10                 | 1                  | 1                               | 13                         | 26                       |
| <i>FIRE APPARATUS &amp; EQUIPMENT INC</i>         | NORTHERN WI                                                                                                | 4                  | 1                  | 1                               | 3                          | 7                        |
| <i>FIREMATIC SUPPLY CO.</i>                       | CT, EAST NY                                                                                                | 12                 | 4                  | 4                               | 10                         | 28                       |
| <i>FRONT RANGE FIRE APPARATUS LTD</i>             | CO, WY                                                                                                     | 5                  | 1                  | 1                               | 2                          | 5                        |
| <i>GLICK FIRE EQUIPMENT CO INC</i>                | PA                                                                                                         | 14                 | 6                  | 4                               | 18                         | 45                       |
| <i>GOLDEN STATE FIRE APPARATUS<br/>INC</i>        | NORTHERN CA                                                                                                | 8                  | 1                  | 1                               | 3                          | 12                       |
| <i>HALT FIRE INC</i>                              | MI                                                                                                         | 11                 | 1                  | 1                               | 3                          | 5                        |
| <i>HUGHES FIRE EQUIPMENT INC</i>                  | AK, AZ, HI, ID, MT, NV, OR, WA                                                                             | 31                 | 8                  | 5                               | 18                         | 29                       |
| <i>L'ARSENAL</i>                                  | QUEBEC                                                                                                     |                    |                    |                                 |                            |                          |
| <i>MACQUEEN EMERGENCY GROUP</i>                   | MN, NE, ND, SD, IN, WV, IL, MO                                                                             | 21                 | 7                  | 7                               | 18                         | 30                       |
| <i>RELIANT FIRE APPARATUS INC</i>                 | IA, SOUTHERN WI                                                                                            | 8                  | 1                  | 1                               | 2                          | 3                        |
| <i>SAFETY SOURCE</i>                              | NEW BRUNSWICK, NOVA<br>SCOTIA, ST. PIERRE,<br>MIQUELON                                                     |                    |                    |                                 |                            |                          |
| <i>SIDDONS-MARTIN EMERGENCY<br/>GROUP</i>         | LA, NV, NM, TX, UT, AR, TN                                                                                 | 31                 | 17                 | 17                              | 31                         | 84                       |
| <i>SOUTH COAST FIRE</i>                           | SOUTHERN CA                                                                                                | 4                  | 3                  | 3                               | 7                          | 21                       |
| <i>SPARTAN FIRE &amp; EMERGENCY<br/>APPARATUS</i> | SC                                                                                                         | 5                  | 2                  | 2                               | 6                          | 10                       |
| <i>TEN-8 FIRE EQUIPMENT</i>                       | FL, GA                                                                                                     | 9                  | 8                  | 6                               | 13                         | 47                       |