

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Hughes Fire Equipment Inc. (“Company”), and City of Olympia, a Municipality (“Customer”) is effective as of the date specified in Section 3 hereof.

### 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, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), 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 \$659,707.28 (“Purchase Price”). Prices are in U.S. funds. A credit card convenience fee will be added to the purchase price if the Customer elects to make purchase of the Product in whole, or in part, using a credit card. The cost of the convenience fee will be determined prior to processing credit card.

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. 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, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 366 to 458 days after receipt of fully executed Purchase Agreement, order submission to the manufacturer, drawing approval between the manufacturer/dealer and the customer, and receipt of chassis from the Customer, F.O.B. Customer’s facility in Olympia, WA. 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 specified in Section 9 hereof. (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. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
<u>Hughes Fire Equipment Inc.</u>	<u>City of Olympia Attn: Fire Chief</u>
<u>910 Shelley Street</u>	<u>PO Box 1967</u>
<u>Springfield, Oregon 97477</u>	<u>Olympia, WA 98507-1967</u>

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. 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.

b. 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.

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. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one

Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Federally Funded Purchases. Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened litigation that would impact its ability to fulfill the obligations committed herein.

19. 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.

20. 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.

Accepted and agreed to:

**COMPANY: Hughes Fire Equipment Inc.**

**CUSTOMER: City of Olympia**

Name: Rex Hughes, President

Name: Steven J. Burney, City Manager

Date: 01/17/2024

Date: \_\_\_\_\_

Signature: REX HUGHES

Signature: \_\_\_\_\_

Approved as to Form:

Michael M. Young  
Deputy City Attorney

EXHIBIT LIST

- Exhibit A - Purchase Detail Form
- Exhibit B - Warranty
- Exhibit C - Hughes Fire Equipment Proposal
- Exhibit D - Supplemental Terms and Conditions
  - Exhibit D1 - Component List
  - Exhibit D2 - Statement of Compliance with Nondiscrimination Requirement
  - Exhibit D3 - Equal Benefits Compliance Declaration

EXHIBIT A

**PURCHASE DETAIL FORM  
Hughes Fire Equipment Inc.**

Date: \_\_\_\_\_

Customer Name: City of Olympia

Quantity	Chassis / Body Type – Description	Price per Unit
Two (2)	Ford F450 4X4 (Customer Supplied Chassis) Life Line Victoryliner Type 1 JY10057-0010	\$601,374.00
Plus	Washington state sales tax @ 9.40%	56,529.16
Plus	Washington state motor vehicle tax 0.30%	1,804.12
	<b>TOTAL</b>	<b>\$659,707.28</b>

Warranty Period: Standard per HFE Proposal JY10057-0010 submitted on January 4, 2024

Training Requirements: Standard per HFE Proposal JY10057-0010 submitted on January 4, 2024

Other Matters: A performance bond is not included in the above price.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Final payment, including any changes made during the manufacturing process, is due upon completion of the apparatus at the factory and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF \_\_\_\_\_, 2024 BETWEEN COMPANY AND CITY OF OLYMPIA WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

**Exhibit B - Warranty**  
**LIFETIME HARNESS / 10 YEAR 100,000 MILE**  
**ELECTRICAL WARRANTY**

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

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

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

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

4. The warranty stated above does not apply to:

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

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

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

*Electrical harnesses*

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

*Control Panels*

*Circuit breakers and relays*

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

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

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

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

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

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

## LLEV PAINT SYSTEM WARRANTY

### I. THE LIMITED WARRANTY

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

### II. LIMITED WARRANTY PERIOD

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

### III. SCOPE OF LIMITED WARRANTY

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

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

### IV. NOTICE

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

### V. SPECIFIED DEFECTS

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

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

### VI. EXCLUSIONS FROM THE LIMITED WARRANTY

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

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

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

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

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

## **LIFETIME LIMITED WARRANTY ON INTERIOR CABINETS**

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

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

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

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

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

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

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

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

\*Covered by separate warranties.



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

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

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



## **LIFETIME LIMITED WARRANTY ON THE ALL-ALUMINUM MODULAR BODY**

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

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

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

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

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

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

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

\*Covered by separate warranties.

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



## Warranty Policies and Procedures

### WARRANTIES

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

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

#### Manufacturer's Warranty\*

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

#### Component Warranty\*

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

### MANUFACTURER WARRANTY START DATE

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

#### Vehicle Warranty start date begins:

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

### PRE-AUTHORIZATION

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

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

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

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

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

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

### TROUBLESHOOTING

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

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

### EXCESSIVE TIME TO REPAIR

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

### RETURN OF DEFECTIVE PARTS

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

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

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

### SUPPLIER REPAIRS

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

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

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

### SUBLET LABOR

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



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

**SUBLET LABOR (CONT.)**

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

**REJECTED WARRANTY ITEMS**

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

Other general reasons for a claim rejection are:

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

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

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

**Hughes Fire Equipment, Inc.**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

Also not covered is replacing:

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

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

- Proper air pressure
- Coolant
- Lubricant
- Maintenance

**TIMING FOR SUBMITTING A MANUFACTURER WARRANTY REIMBURSEMENT FORM**

The failure date must have occurred within the Manufacturer warranty period for the problem to be covered by warranty. Please refer to the specific Manufacturer warranty for your vehicle.

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

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

**CRITERIA FOR DETERMINING TRUCKS AS "OUT OF SERVICE"**

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

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

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

**Customer**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date



January 4, 2024

Olympia Fire Department, WA  
Two (2) Ford F450 4X4 (Customer Supplied Chassis) Life  
Line Victoryliner Type I Ambulance JY10057-0010  
Build Location: Sumner, Iowa

Proposal Price	\$601,374.00
Washington State sales tax @ 9.4%	56,529.16
Washington State motor vehicle tax @ 0.30%	1,804.12
<b>Total Bid Price Including Sales Tax</b>	<b>\$659,707.28</b>

**Terms:**

**Delivery:** The units would be ready for delivery from the factory within 366 to 458 days after receipt of fully executed Purchase Contract, order submission to the manufacturer, drawing approval between the manufacturer/dealer and the customer and receipt of chassis from customer. Delivery is subject to change prior to order placement. This time does not include any possible delays that may be caused by national disasters or pandemic.

**Proposal Expires:** The above discount recap will be valid until January 26, 2024. If order is not submitted prior to that date, revised pricing will be

**Payment Terms:** If chassis' are not customer-provided, then payment of the chassis is due upon receipt at the factory. Final payment is due before the unit leaves the factory for delivery

**Multiple Unit Pricing:** Multiple unit pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered, manufactured and delivered at the same time, revised pricing will be required.

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

**Component Price Volatility:** Company shall not be responsible for any unforeseen price increase enacted by any of the major components of the Product (including but not limited to electrical systems, aluminum, and hardware) after order placement. Any price increase for major components of the product will be passed through to the Customer and will be documented on a Change Order.

**Stryker Power Load System:** A complete package Stryker Power Load System is included in the above pricing. If customer elects to remove this system, \$30,321.00/ea will be deducted from the purchase price or final invoice. Company shall not be responsible for any Stryker related price increases enacted by supplier after the execution of contract. Any Stryker price increases will be passed through to end user and will be documented on

**Stryker Power-Pro 2 6507 Cot:** A Stryker Cot is included in the above pricing. If customer elects to remove this item, \$29,540.00/ea will be deducted from the purchase price or final invoice. Company shall not be responsible for any Stryker related price increases enacted by supplier after the execution of contract. Any Stryker price increases will be passed through to end user and will be documented on a Change Order.

**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.

**Performance Bond:** A performance bond is not included in the above pricing. If customer elects a performance bond, pending manufacture's review and approval, \$4,544.00 will be added to the purchase price or final invoice.

**Transportation:** Transportation of the units to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary. If customer elects to drive the units from the factory, \$11,000.00 (or \$5,500.00 per unit) may be deducted from the purchase price.

**Inspection Trips:** One (1) factory inspection trip for one (1) fire department customer representative is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the Department elects to forgo an inspection trip \$2,325.00 per traveler (per trip) will be deducted from the final

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

SUPPLEMENTAL TERMS & CONDITIONS

Hughs Fire Equipment Inc.

Ford F450 4X4 Life Line Victoryliner Type I Ambulances

This Supplemental Terms & Conditions Agreement is effective as of the date of the last authorizing signature ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("Municipality") and Hughs Fire Equipment Inc, an Oregon corporation, ("Company").

The Municipality seeks to acquire two Ford F450 4X4 Life Line Victoryliner Type I Ambulances for the not-to-exceed contract amount of Six Hundred Fifty-nine Thousand, Seven Hundred Seven and 28/100 Dollars (\$659,707.28), and the Municipality desires to engage the Company to provide these goods.

Now, therefore, the Parties agree as follows:

I. Company shall provide all goods and services described in the Hughes Fire Equipment Purchase Agreement and these Supplemental Terms and Conditions; these Supplemental Terms and Conditions consists of the terms and conditions herein and in the attached exhibits, each of which are a part of the Purchase Agreement:

- Component List ..... Exhibit D1
- Statement of Compliance with Nondiscrimination Requirement ..... Exhibit D2
- Equal Benefits Compliance Declaration ..... Exhibit D3

These terms and conditions amend and supplement the Hughs Fire Equipment Purchase Agreement and take precedence over any conflicting provisions of those documents.

1. RETENTION OF RECORDS, AUDIT ACCESS, AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Company and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Company shall retain for seven years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Company shall provide access to its facilities, including those of any subcontractors, to the Municipality, the state, or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The Municipality shall give reasonable notice to the Company of the date on which the audit begins.

2. AUDIT EXCEPTION

The Company is financially responsible for and shall repay the Municipality all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason to comply with the terms of this Agreement by the Company, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

### 3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Company considers any portion of any record provided to the Municipality under this Agreement, whether in electronic or hard copy form, to be protected under law, the Company shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of a record so identified, the Municipality will determine whether the material should be made available under the Act. If the Municipality determines that the material is subject to disclosure, the Municipality will notify the Company of the request and allow the Company ten business days to take whatever action it deems necessary to protect its interests. If the Company fails or neglects to take such action within said period, the Municipality will release the record deemed by the Municipality to be subject to disclosure. The Municipality is not liable to the Company for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Company as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

### 4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Company services, programs, or activities, and all Company hiring and employment made possible by or resulting from this Agreement, Company and Company's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status, including, but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical disabilities; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited, to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Company shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the Municipality and, in the case of the Company's breach, may result in ineligibility for further Municipality agreements.

B. In the event of Company's noncompliance or refusal to comply with the above nondiscrimination requirement, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Company may be declared ineligible for further agreements or contracts with the Municipality. The Company, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the Municipality in determining compliance with the foregoing nondiscrimination requirements, Company shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit 2. If the contract amount is \$50,000 or more, the Company shall execute and is bound by the attached Equal Benefits Declaration - Exhibit 3.



5. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the Municipality is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement automatically terminates upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the Municipality in the event this provision applies.

6. GENERAL PROVISIONS.

A. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

B. Venue. All lawsuits or other legal actions whatsoever with regard to this Agreement must be brought and maintained only in Thurston County, Washington, state Superior Court.

CITY OF OLYMPIA

By: \_\_\_\_\_  
Steven J. Burney  
City Manager  
City of Olympia  
PO Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

Michael M. Young  
Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of the **Company**.

Hughes Fire Equipment Inc.

By: REX HUGHES  
Rex Hughes  
President  
910 Shelley Street  
Springfield OR 97477  
541.747.0072  
rhughes@hughesfire.com  
Date of Signature: 01/17/2024

Exhibit D1  
Component List



Olympia Fire Deptment  
Adam Cummings  
100 Eastside ST NE  
Olympia, WA 98506  
acumming@ci.olympia.wa.us

Hughes Fire  
Jeremy Yoder  
910 Shelley Street  
Springfield, OR 97477  
jyoder@hughesfire.com

**Quote No:** JY10057-0010  
**BODY:** VICTORY D 167" VICTORYLINER TYPE I

01/11/2024

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		<b>== 167" VICTORYLINER TYPE I - 1.000 07/01/23 ==</b>		<b>LLE</b>
		<b>MASTER PARTS REVISION DATE (Start 12-01-2023 to 01-04-24)</b>		<b>LLE</b>
00-00-0500	<	LIFE LINE WARRANTY	1	LLE
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<<	1	LLE
00-00-0800	<	Customer Contact Person (Required For Factory Use)	1	LLE
00-00-0805	<	Customer End User Contact Person & E-mail (Required For Factory Use)	1	LLE
00-00-3300	<	Sales Rep: Jeremy Yoder 425-877-3417	1	LLE
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	LLE
00-00-FN00	< >	Specify FORD Fleet Number If Available (FORD Chassis Only)	1	LLE
00-00-PU00		Specify Previous Unit Number: (FACTORY USE ONLY)	1	LLE
		<b>***BODY STYLE***</b>		<b>LLE</b>
00-02-1700	< >	167" x 96" VICTORYLINER TYPE I PASS-THRU (F-450/550 OR RAM)	1	LLE
		<b>***CHASSIS***</b>		<b>LLE</b>
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1	LLE
10-00-6055	< >	Liquid Spring Suspension Kit For Ford F-550	1	LLE
10-01-1000	< >	Customer Supplied Type I Ford Chassis	1	LLE
10-01-3400	<	<b>**FACTORY USE ONLY**</b>	1	LLE
10-01-7500	< >	Real Wheels Stainless Steel Wheel Covers	1	LLE
10-01-9500	>	Ship The Spare Tire Loose	1	LLE
10-02-1200	<	F-Series O.E.M. Door Mirrors	1	LLE
10-02-3500		O.E.M. Radio W/Cab Speakers	1	LLE
10-02-5000		Low Voltage Throttle Manager	1	LLE
10-02-5710		Delete Hand Held Cab Spot Light	1	LLE
10-03-0000	< >	Large Custom Floor Console	1	LLE
10-03-2010	<	Whelen 60CREGCS Red/Clear 6" Round LED Headliner Map Light	1	LLE
10-03-8200	<	Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System w/"OS" Light	1	LLE
10-03-8900	<	3 Battery Package Standard-All Matching CCA Of The Standard Battery	1	LLE
10-04-3500		Owner's Manual (1 Included With Unit)	1	LLE
10-CS-1700	<	Havis Shield Arm Rest Set on Front Life Line Console	1	LLE
		<b>***MODULAR BODY TYPE I***</b>		<b>LLE</b>
15-01-1656	< >	Federal K-Spec Package Thru Change Notice 14 (Victoryliner)	1	LLE
15-01-5000	>	Standard 72" Finished Headroom	1	LLE
15-01-9005		Cab To Module Sliding Pass-Thru Window	1	LLE
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1	LLE
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small)	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
15-02-2500		Standard Cast Fuel Fill Housing	1	LLE
15-02-2605	<	Standard F-Series DEF Fill Mounted Streetside Module in Front of Wheel Well	1	LLE
15-CS-9902	< >	Standard 3" Lowered Front Body Skirts F-Series & RAM	1	LLE
<b>***MODULE DOORS AND WINDOWS***</b>				<b>LLE</b>
20-00-0100	<	2 Red Reflectors On Each Module Entry Door	1	LLE
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors	1	LLE
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open	1	LLE
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	LLE
20-01-1900	< >	Fixed Side Entry Door Window (Solar Cool Bronze Tint)	1	LLE
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1	LLE
20-01-5400	< >	Fixed Rear Entry Door Windows (Solar Cool Bronze Tint)	1	LLE
20-01-9010	<	Exterior Assist Handles On Side Or Rear Entry Door Not Included (Victoryliner)	1	LLE
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1	LLE
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	LLE
20-02-1600	<	Secondary Door Release Latches On All Entry Doors	1	LLE
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1	LLE
20-02-3500		Cage Nuts On All Door Panels	1	LLE
20-02-4100	S < >	Brushed Aluminum Plate Lower Module Entry Door Trim Panels	1	LLE
20-02-6010	<	Diamond Plate Side Entry Door Stepwell W/NFPA Tread & Sealed Seam Edges	1	LLE
<b>***EXTERIOR COMPARTMENTS***</b>				<b>LLE</b>
25-00-0100	<	SPECIAL NOTE TO DEALER	1	LLE
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door	1	LLE
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors	1	LLE
25-00-0610	>	Smooth Aluminum Plate Exterior Compartment Door Panels	1	LLE
25-01-0000		Magnetic Compartment Door Switches	1	LLE
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	LLE
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights	1	LLE
25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1	LLE
25-04-3510		Full Height Victoryliner Curbside Front IS/OS Compartment	1	LLE
25-04-5500	<	1 Fixed And 2 Adjustable IS/OS Compartment PVC Shelves	1	LLE
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1	LLE
25-04-8010		Victoryliner Curbside Front Battery Compartment	1	LLE
25-05-3010	< >	167" Victoryliner Curbside Rear Backboard Compartment	1	LLE
25-05-3510	<	Victoryliner Full Height Streetside Front Compartment	1	LLE
25-05-5010	>	Victoryliner Streetside Double Door Intermediate Compartment	1	LLE
25-06-3510		3/4 Height Single Door Streetside Rear Compartment	1	LLE
25-11-8010	< >	Smooth Aluminum Adjustable Shelf W/ Ribbed Rubber Matting (Ea)	3	LLE
25-12-1110	<	S.V.I. Adjustable Ceiling Backboard Divider (Ea)	1	LLE
25-12-1200	<	S.V.I. Adjustable Long Board Slots (Ea)	1	LLE
25-12-5010	<	Fixed Smooth Aluminum Shelf W/Ribbed Rubber Matting (Ea)	1	LLE
25-12-8000	<	Add IS/OS Access To Exterior Compartment (Ea)	1	LLE
<b>***REAR STEP AND BUMPER ASSEMBLY***</b>				<b>LLE</b>
30-01-0100	<	STD Rear Bumper With Angled Style End Caps	1	LLE
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	LLE
<b>***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</b>				<b>LLE</b>
35-01-0000	<	One Piece Body Side Panels With Aluminum Lower Impact Rails	1	LLE
35-01-2000	>	Diamond Plate Running Boards	1	LLE
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1	LLE
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1	LLE
35-02-0000	< >	Drip Rail Over Doors	1	LLE
35-02-0900	<	Frame Rail Cover	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
35-02-2500	<	36" High Front Stone Guards	1	LLE
35-02-5500		Polished Stainless Steel Plate Under Fuel Fill Area	1	LLE
35-02-6015		Polished Stainless Steel Plate Under a DEF Fill Area	1	LLE
		<b>***ELECTRICAL SYSTEM***</b>		<b>LLE</b>
40-00-0550	< >	Elite G3 Touch Screen Electrical System	1	LLE
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch	1	LLE
40-01-5000	< >	Super Auto Eject Shoreline - 20 Amp	1	LLE
40-01-6900	<	**FACTORY USE ONLY**	1	LLE
40-01-7500	<	Shoreline On Indicator Light (Exterior)	1	LLE
40-02-3500	< >	Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger	1	LLE
40-03-0000	<	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet	1	LLE
40-03-2000	<	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet	1	LLE
40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	LLE
40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet	1	LLE
40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea)	3	LLE
40-03-8615	<	Kussmaul Dual USB-C & USB-A Charging Port	4	LLE
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1	LLE
40-04-4500	< >	Additional Power Door Lock (Ea)	5	LLE
40-04-6000	< >	Hidden Switch In Rear License Plate Housing (Unlock Only)	1	LLE
40-05-1495	<	12 Volt Power And Ground Circuit For Flashlight (Victoryliner)	1	LLE
40-05-1510	<	12 Volt Power And Ground Circuit (Ea)	3	LLE
		<b>***INTERIOR LIGHTING***</b>		<b>LLE</b>
45-01-0000		Oxygen Compartment Light	1	LLE
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light	1	LLE
45-01-1510	<	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With Chrome Trim	1	LLE
45-01-3000	<	TecNiq LED Action Area Light	1	LLE
45-01-7530	< >	4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS	1	LLE
		<b>***EXTERIOR LIGHTING***</b>		<b>LLE</b>
50-01-0001	<	Whelen M6 Series "LED" Stop/Tail Lights (Pr)	1	LLE
50-01-6001	<	Whelen M6 Series "LED" Amber Turn Lights (Pr)	1	LLE
50-02-9000	>	C.P.I. License Plate Housing	1	LLE
50-02-9501	<	Whelen M6 Series LED Back-Up Lights (Pr)	1	LLE
50-03-4901		Whelen Two Reverse Activated M92SLC Rear Load Lights	1	LLE
50-03-8401		Whelen M92SLC Side Scene Lights (Two Each Side)	1	LLE
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	LLE
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	LLE
50-04-5000	<	Wire Rear Emergency Light To Brake Circuit IATS	1	LLE
50-04-7000	<	Under Body Lights (2 Each Side)	1	LLE
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights	1	LLE
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light	1	LLE
50-04-8410	<	FIRETECH Minibrow Single Stack Trunnion Mount Scene Light	1	LLE
	<	<b>***RADIO PROVISIONS AND AIR HORNS***</b>		<b>LLE</b>
55-01-3020	<	10"/12" Buell Strombos Air Horns Thru Bumper Valance F-Series w/Compressor	1	LLE
55-01-8500	<	KE-794 Antenna Base With Coax	1	LLE
55-02-1100	<	Install Customer Supplied Module Roof Antenna(Ea)	2	LLE
55-02-1500	< >	KE-794 Module Roof Antenna Base/Coax (Ea)	3	LLE
55-02-5700	< >	Radio Pre-Wire Power And Ground Over 20 AMP (Ea)	1	LLE
55-02-5800	< >	Radio Pre-Wire Power Studs Over 20 AMP (Ea)	1	LLE
55-02-6500	< >	Install Customer Supplied Radio Cables (Ea)	1	LLE
55-CS-0400	<	Install Customer Supplied Radio Heads (Ea)	1	LLE
		<b>***SIRENS AND EMERGENCY LIGHTING***</b>		<b>LLE</b>
60-01-1200	< >	Whelen 295HFSA7 Dual Amplifier System ILOS	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
60-01-4510		< > CPI Thru Bumper Siren Speakers (F-Series) w/OEM Fog Lights	1	LLE
60-01-9001		< > 4 Whelen M9 Series "LED" Side Module Warning Lights	1	LLE
60-02-9501		< > 2 Whelen M9 Series "LED" Rear Module Warning Lights	1	LLE
60-03-3001		< > 1 Whelen M9 Series "LED" Center Rear Module Warning Light	1	LLE
60-04-4610		< > Emergency Lights On In Reverse	1	LLE
60-05-0490		< > 2 Whelen ION Wide Angle Super "LED" Intersection Lights (Type I)	1	LLE
60-07-1530	S	< > DELETE	1	LLE
60-08-1010	S	< > Opticom Mounted On The Front Wall W/Park Disable (Opticom PE215)	1	LLE
60-08-1300		< > Emitter Recess Bezel Mount Kit For Front Module Wall Mount	1	LLE
60-10-0130	S	< > DELETE	1	LLE
60-10-0160		< > Rear Window Level Whelen M9 Red Or Amber Or Blue Or Clear "LED" Lights (2)	1	LLE
60-10-2100		< > Whelen M9 Red Or Amber Or Blue Or Clear "LED" Light (Ea)	6	LLE
60-10-2110		< > Whelen M9 V-Series Red Or Amber Or Blue Or Clear "LED" Light (Ea)	2	LLE
<b>***PATIENT COMPARTMENT***</b>				<b>LLE</b>
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	LLE
65-00-9900		< > SPECIAL NOTE TO DEALER	1	LLE
65-01-2000		Standard Smooth Headliner	1	LLE
65-01-3000		< > 1/4" Clear Polycarbonate Sliding Doors On Cabinets	1	LLE
65-02-2230		< > "Complete Package" Stryker Power Load System	1	LLE
65-02-6910		< > Stryker Power-PRO 2 6507 Cot (Mid-Configuration)	1	LLE
65-02-7500		L.R.O. Cabinet With Sliding Polycarbonate Door	1	LLE
65-03-2500		Cabinet Above The Side Seat With Sliding Polycarbonate Door	1	LLE
65-03-7001		< > Victoryliner L.F.O. Cabinet With Sliding Polycarbonate Door	1	LLE
65-04-1000		< > Left Rear Base Cabinet With Sliding Polycarbonate Door	1	LLE
65-04-6610		Telemetry Area Cabinets Not Included (Victoryliner)	1	LLE
65-04-8510		< > Action Area Cabinet With Side Hinged Frameless Heavy Polycarbonate Door	1	LLE
65-05-0000		< > Slanted Action Area Switch Panel	1	LLE
65-05-4510		< > Side Facing CPR Seat w/Contour ERGO Back & 4-Pnt Belt w/Hinge Lid (Victoryliner)	1	LLE
65-05-8605		< > Rear Facing Valor Vac Attendant Seat On Valor Pedestal/Swivel Base w/Recline	1	LLE
65-06-2000		< > Rear Facing Electrical Cabinet And Door	1	LLE
65-07-0000		< > Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors	1	LLE
65-07-3000		< > Right Front Lower ALS Cabinet With Solid/Polycarbonate Doors	1	LLE
65-07-5300		< > Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC	1	LLE
65-07-5410		< > Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount)	1	LLE
65-08-0000		< > CS Squad Bench w/Contoured ERGO Backrests w/2 Piece Lid & No Divider	1	LLE
65-08-3810		< > Victoryliner Cabinet At Head End Of The Right Side Bench	1	LLE
65-08-8500		Squad Bench Headrest Cushion	1	LLE
65-09-1500		< > Two Section Bandage Cabinet With Sliding Polycarbonate Doors	1	LLE
65-09-6010		< > Latching Single Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea)	2	LLE
65-09-6110		< > Latching Triple Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea)	1	LLE
65-09-8500		100" Long Formed Streetside Ceiling Grab Rail	1	LLE
65-09-9500		100" Long Formed Curbside Ceiling Grab Rail	1	LLE
65-10-0500		Formed "L" Door Assist Rails Mounted On The Hinge Side	1	LLE
65-10-2500		< > Formed Assist Rail On The Left Rear Wall	1	LLE
65-10-5000		< > Two C.P.I. #IV2008 Rubber Recessed IV Brackets	1	LLE
65-10-9000		Southco M1 Stainless Cabinet Latches	1	LLE
65-12-2810		BRG LED Digital Clock Mounted In Rear Head Cushion	1	LLE
65-13-1600	S	< > DELETE	1	LLE
65-15-0001		Interior Laminate: Mouse Matte 928-58	1	LLE
65-17-0269		< > Seam Sealed Cushions "Federal K-Spec" Vinyl: DA-324 Gunmetal (Medium Gray)	1	LLE
65-17-0402		ERGO Backrest Seamless/Medi-Vac Vinyl Color: Gunmetal MV102 (Medium Gray)	1	LLE
65-17-0608		Valor Vac-Form Vinyl Color: Gunmetal (Medium Gray)	1	LLE
65-18-0001		Welting Between Cabinets: Dark Gray	1	LLE
65-19-0011		< > Counter Tops (Main): Platinum	1	LLE
65-20-0005		> Counter Tops (Accent Stripe): Glacier White	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
65-21-0080	< >	Lonseal Floor Selection: Loncoin II Featherweight #9893 Medium Gray	1	LLE
65-CS-3000	<	Total Available Seating Positions In this Unit	1	LLE
<b>***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***</b>				<b>LLE</b>
70-01-0000		Static Module Fresh Air Intake Vent	1	LLE
70-01-1000		12 Volt Powered Exhaust Fan	1	LLE
70-01-2320	< >	Ducted Hoseline Center Mounted Heat/AC Location (Victoryliner Pkg)	1	LLE
70-01-2400	<	Inline Booster Coolant Pump	1	LLE
70-01-4520	<	Hoseline Front Wall Mounted Aux 12 Volt A/C Condenser (Victoryliner Pkg)	1	LLE
70-01-6000	<	Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6)	1	LLE
70-01-6600	>	Automotive Grade Undercoating Under Module Body	1	LLE
<b>***OXYGEN SYSTEM***</b>				<b>LLE</b>
75-01-0000		Ohio Style Action Area Oxygen Outlet	2	LLE
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1	LLE
75-01-8000	< >	Interior Oxygen Access/Viewing Door	1	LLE
75-01-8600		"M" Oxygen Tank Bracket In Streetside Front Compartment	1	LLE
75-02-3710	>	Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket	1	LLE
75-03-3010	< >	ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket	1	LLE
<b>***SUCTION SYSTEM***</b>				<b>LLE</b>
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1	LLE
80-01-1505	<	1 Ohio Style Recessed Suction Area Suction Outlet	1	LLE
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set	1	LLE
80-01-8500	< >	Recessed Suction Unit Below Action Area	1	LLE
<b>***PAINT***</b>				<b>LLE</b>
85-00-0100	< >	Standard AkzoNobel Paint Process	1	LLE
85-00-0500	S <	O.E.M. Ford Race Red	1	LLE
85-01-1500	<	Paint Module Body Other Color ILOS O.E.M. White	1	LLE
85-01-4510		Standard Beltline Stripe Not Included (Victoryliner)	1	LLE
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	LLE
85-02-9585		Paint AC Condenser Cover	1	LLE
85-03-0000	S < >	Standard 1/4" Silver Reflective Edge Pinstripe	30	LLE
85-03-5500	<	8" Scotchlite Striping (Per Foot)	30	LLE
85-04-0100	< >	6" Wide Rear Wall Chevron (Two Color-Full Wall & Doors)	1	LLE
<b>***EMBLEMS AND DECALS***</b>				<b>LLE</b>
90-01-0000	<	Federal Star Of Life/Ambulance Decal Package	1	LLE
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals	1	LLE
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1	LLE
90-01-6510	< >	4" Sign Gold Lettering (Ea)	60	LLE
90-01-7710	< >	12" Sign Gold Lettering (Ea)	12	LLE
95-DC-LL01	S <	Dealer/Customer Supplied For Life Line To Install Option	3	LLE
<b>***END OF QUOTE/PRODUCTION ORDER***</b>				<b>LLE</b>
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing	1	LLE
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing	1	LLE
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	LLE
95-SP-0700		Change After Production Start (Published Price + 75%)	1	LLE



PART NO	S	DESCRIPTION	QTY	ID
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	LLE
95-SP-0850	<	Life Line Indemnification Statement	1	LLE
	<	<b>***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***</b>		LLE
		Ford F450 4X4 (Customer Supplied Chassis) Life Line Victoryliner Type I Ambulance	\$234,163.50	
		Stryker Power Load System	\$30,321.00	
		Stryker Power Pro 2 6507 Cot	<u>\$29,540.00</u>	
		<b>Ambulance Total</b>	<b>\$294,024.50</b>	
		Ford F450 4X4 (Customer Supplied Chassis) Life Line Victoryliner Type I Ambulance	\$234,163.50	
		Stryker Power Load System	\$30,321.00	
		Stryker Power Pro 2 6507 Cot	<u>\$29,540.00</u>	
		<b>Ambulance Total</b>	<b>\$294,024.50</b>	
		Two (2) Ford F450 4X4 (Customer Supplied Chassis) Life Line Victoryliner Type I Ambulances	\$588,049.00	
		Delivery	\$11,000.00	
		Inspection Trips	<u>\$2,325.00</u>	
		Subtotal	\$601,374.00	
		Motor Vehicle Sales Tax (9.7%)	<u>\$58,333.28</u>	
		<b>TOTAL</b>	<b>\$659,707.28</b>	

**Exhibit D2**

**STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the Municipality's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by Municipality employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the Municipality's nondiscrimination policy. Accordingly, each Municipality agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

**Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.**

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

REX HUGHES  
(Signature)

01/17/2024  
(Date)

REX HUGHES  
Print Name of Person Signing

**Alternative Section for Sole Proprietor:** I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

\_\_\_\_\_  
(Sole Proprietor Signature)

\_\_\_\_\_  
(Date)

**Exhibit D3**  
**EQUAL BENEFITS COMPLIANCE DECLARATION**

**Contractors or consultants on Municipality agreements or contracts estimated to cost \$50,000 or more** shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the Municipality.

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I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Hughes Fire Equipment.Inc  
\_\_\_\_\_  
Company Name

REX HUGHES  
\_\_\_\_\_  
Signature

REX HUGHES  
\_\_\_\_\_  
Name (please print)

01/17/2024  
\_\_\_\_\_  
Date

Rex Hughes  
\_\_\_\_\_  
Title