

CITY CLERK
ORIGINAL

C-8971
06/10/2014

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H & E EQUIPMENT SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of June 10, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and H & E Equipment Services, Inc. a Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the Houston-Galveston Area Council of Governments ("H-GAC"), entered into a Fire Service Apparatus (All Types) Contract, No. FS12-13, effective December 1, 2013, with Contractor (the "Fire Apparatus Contract"), a copy of which is attached as Exhibit A and incorporated by this reference. H-GAC entered into the Fire Apparatus Contract as an agent for participating governmental agencies. City is a participating governmental agency in H-GAC.

B. The City is permitted to purchase the goods and services described in the Fire Apparatus Contract without further public bidding, and the Fire Apparatus Contract permits its cooperative use by other governmental agencies including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Fire Apparatus Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor agreed to provide under the Fire Apparatus Contract, Contractor consents to the City's utilization of the Fire Apparatus Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall expire on the termination of the Fire Apparatus Contract.
2. Scope of Work; Terms, Conditions, and Specifications.
 - a) Contractor shall provide City the identical supplies, goods or services Contractor is eligible to provide End Users under the Fire Apparatus Contract.
 - b) Contractor agrees to comply with all the terms, conditions and specifications of the Fire Apparatus Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Fire Apparatus Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "End User" or similar reference throughout the Fire Apparatus Contract.
3. Compensation.
 - a) City shall pay Contractor the same compensation the End User pays Contractor under the Fire Apparatus Contract pursuant to Attachment A of the Fire Apparatus Contract.
 - b) The total purchase price for the Services as authorized in this Agreement is not to exceed Four-Hundred Eighty-Four Thousand Two Hundred and Ten dollars (\$484,210), all in accordance with the pricing quote attached hereto as Exhibit B and incorporated herein by this reference.
4. Payments.
 - a) The City shall pay Contractor using the same process as is set forth in the Fire Apparatus Contract.
 - b) The City shall pay Contractor in the name of H & E Equipment Services, Inc.
5. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
6. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: 
Brenda S. Fischer, City Manager

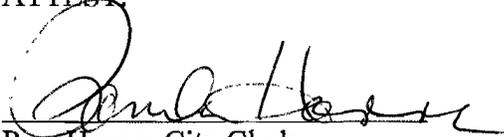
“Contractor”

H & E Equipment Services, Inc.,
a Delaware corporation

By: 
Name: Mark Jucien

Title: Free Apparatus Sales Representative

ATTEST:


Pam Hanna, City Clerk

APPROVED AS TO FORM:

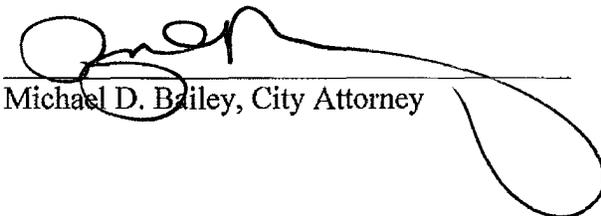

Michael D. Briley, City Attorney

Exhibit A
(Fire Apparatus Contract)

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
H & E EQUIPMENT SERVICES
Phoenix, Arizona

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, H & E Equipment Services, hereinafter referred to as the CONTRACTOR, having its principal place of business at 4010 South 22nd Street, Phoenix, Arizona 85040.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Fire Service Apparatus (All Types) offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Fire Service Apparatus (All Types) through the H-GAC Contract to END USERS in states other than Texas.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: FS12-13, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: FS12-13, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

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

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall be exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is

placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

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

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


Chad Stearns, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:


Debbie Vick, Director of Public Services
Date: Dec. 18, 2013

Signed for H & E Equipment Services
Phoenix, Arizona:



Printed Name & Title: John D. Jones, VP Corporate Services

Date: December 13, 2013

Attest for H & E Equipment Services
Phoenix, Arizona:



Printed Name & Title: Wesley P. Hebert, Corp Serv Admin

Date: December 13, 2013

Attachment A
H & E Equipment Services
Fire Service Apparatus (All Types)
Contract No. FS12-13

Emergency One (E-One)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
JA01	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT, 550# Tip Load, Rear Mount Telescoping Ladder	\$ 591,511.00
JA02	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT, 650# Tip Load, Rear Mount Telescoping Ladder	\$ 609,548.00
JA03	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT, 825# Tip Load, Rear Mount Telescoping Ladder	\$ 612,514.00
JA04	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT, 300# Tip Load, Rear Mounted Telescoping Ladder.	\$ 574,501.00
JA05	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT, 550# Tip Load, Rear Mounted Telescoping Ladder	\$ 785,561.00
JA06	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT, 300-800# Tip Load, Rear Mount Telescoping Ladder	\$ 808,594.00
JA07	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	\$ 951,167.00
JA08	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095 - 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 870,050.00
JA09	E-ONE Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT, 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 912,129.00
B. Wildland Fire Apparatus (Brush Fire)		
JB01	E-ONE International 4300 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	\$ 202,706.00
C. Pumper Fire Apparatus		
JC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 213,678.00
JC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 217,236.00
JC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 222,511.00
JC04	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 294,379.00
JC06	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$ 357,830.00

JC07	B-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 350,399.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
JD01	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 181,716.00
JD02	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 185,428.00
JD03	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 190,570.00
JD04	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 145,238.00
JD05	International Terra Star, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 156,261.00
JD06	B-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 286,121.00
JD07	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 199,442.00
JD08	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 203,184.00
JD09	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 208,398.00
JD12	B-One Cyclone II, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 315,171.00
E. Pumper/Tankers & Tankers		
JE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 242,986.00
JE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 243,604.00
JE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 248,268.00
JE04	B-ONE CYCLONE II, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 367,958.00
JE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 191,169.00
JE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 194,686.00
JE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 197,947.00
JE08	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 209,293.00
JE09	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 210,836.00
JE10	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 213,998.00
JE11	International 4400, 2-Door, Commercial Cab, Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	\$ 234,059.00
JE12	International, 2-Door, Commercial Cab, Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Tandem Axle, 500 GPM Pump	\$ 258,543.00
F. Airport Rescue Fire-Fighting Vehicles		
JF01	B-ONE Titan Force 4x4 P701-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	\$ 744,520.00
JF02	B-ONE Titan Force 6x6 P711, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	\$ 875,670.00



STATEMENT OF WARRANTY 1 YEAR STANDARD



E-ONE (the "Company") warrants each new item of fire and rescue apparatus manufactured by it against defects in material and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one year from the date of delivery to the original user-purchaser.

E-ONE'S obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

The E-ONE warranty shall not apply to:

1. Major components or trade accessories such as purchased chassis, engines, transmissions, tires, pumps, signaling devices, or batteries that have a separate warranty by the original manufacturer or to ancillary equipment used in fire fighting.
2. Normal adjustments and maintenance services.
3. Replacement of consumable parts including, but not limited to; filters, lubricants, belts, light bulbs, wiper blades, brake linings and brake pads.
4. Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by E-ONE.
5. Any apparatus, which shall have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the unit's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.
7. Loss of time or use of the vehicle, inconvenience or other incidental expenses.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in this vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the vehicle has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the vehicle.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

Whenever a performance bond is required under a contract or purchase order, coverage under the performance bond shall only extend for one year from the delivery date of the equipment. This limitation under the performance bond shall not affect any extended warranties offered by E-One or any OEM's.



STATEMENT OF WARRANTY LIFETIME FRAME WARRANTY



E-ONE (the "Company") warrants to the original user-purchaser only of an E-ONE chassis that the frame and frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

E-ONE'S obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such frame or frame members which the Company's examination discloses to be defective in material or workmanship. This company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the written authorization of E-ONE. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, neglect, or evidence of being operated in a manner or purpose not recommended by E-ONE.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure of the chassis.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that any E-ONE chassis has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the vehicle.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



STATEMENT OF WARRANTY

10 YEAR/100,000 MILE STRUCTURAL WARRANTY



The STATEMENT OF WARRANTY ensures the original user-purchaser that any E-ONE manufactured cab and/or body is, and will remain free of structural defects, provided they are used in a normal and reasonable manner. The cab and body are defined as modular structures, fabricated with aluminum extrusion and plate. Excluded is all hardware, mechanical items, electrical items or paint finishes. Structural componentry is defined as the body/cab supports and mountings as identified in E-ONE's specifications.

The STATEMENT OF WARRANTY is strictly limited to the repairing or replacing, as E-ONE (the "Company") may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The STATEMENT OF WARRANTY shall extend for a period of 10 years/100,000 miles from the delivery date to the original user-purchaser. The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location is the responsibility of the user-purchaser.

The STATEMENT OF WARRANTY shall not cover the following:

1. Damage caused by fire, misuse, negligence, or accident.
2. Damage caused by theft, vandalism, riot or explosion.
3. Damage caused by lightning, earthquake, windstorm, hail, water or flood.
4. Any body and/or cab, which shall have been repaired, modified or altered without the Company's authorization.
5. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
6. Damage from lack of maintenance or cleaning.
7. Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential loss that may result from a failure.

Nothing contained in the STATEMENT OF WARRANTY shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the cab and/or body.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/27/06

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



STATEMENT OF WARRANTY

TEN YEAR LIMITED PAINT AND PERFORATION



E-ONE, warrants each new fire and rescue apparatus during the warranty period, when used in normal and reasonable manner. All apparatus shall be warranted against peeling, cracking, blistering and corrosion. This warranty shall provide for repair or replacement at E-One's option, any claim in accordance with the following terms and conditions.

WHAT IS COVERED

- **WARRANTY APPLIES** - This warranty is for all new fire and rescue apparatus manufactured by E-ONE and is extended only to the original user-purchaser. The warranty registration must be received by E-ONE within 30 days of the in-service for the warranty to apply.
- **REPAIRS COVERED** -The warranty covers repair or replacement at E-ONE'S option. Repairs shall be made at an E-ONE owned service facility or another approved service facility at E-ONE's option.
- **OBTAINING REPAIRS** -The original user-purchaser must notify E-ONE in writing within 30 days after any claimed defect has appeared. Transportation costs to and from the servicing center shall be the responsibility of the user-purchaser.
- **WARRANTY PERIOD** -The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. Corrosion perforation shall be covered for **TEN YEARS**. Corrosion perforation is defined as **complete penetration** through the exterior metal of the apparatus. The following percentages apply:

Topcoat & Appearance: Gloss, Color Retention, Cracking		Coating System, Adhesion & Corrosion: Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling	
0 to 72 months	100%	0 to 36 months	100%
73 to 120 months	50%	37 to 84 months	50%
		85 to 120 months	25%

NOTES:

- Under carriage, cab and body interiors are covered under our standard one year warranty.
- Demonstration vehicles sold to an end user will have the full warranty, if sold within one year of demonstration service, and will be prorated if sold after the first year

WHAT IS NOT COVERED

- Any cab not manufactured by E-ONE.
- Damage caused by fire, misuse, negligence or accident.
- Damage caused by theft, vandalism, riot or explosion.
- Damage caused by lightning, earthquake, windstorm, hail, flood or use in an acidic environment.
- Any repairs, modifications, alterations or after market parts added after manufacture without the authorization of E-ONE.
- Damage from lack of, or poor maintenance and cleaning.
- Gold leaf or striping except that which is affected by repair. (Gold leaf or striping must have been installed during manufacturing to be covered under this limited warranty).
- Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.
- UV paint fade (UV paint fade is covered by a separate Sikkens Warranty. Refer to Sikkens Warranty for complete details).

REV B
4-16-09

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.

W.S. Darley & Co.

Pump Standard Limited Warranty

W.S. Darley & Co, herein referred to as "Darley", warrants all truck mounted splitshaft midship and PTO Darley Pumps and accessories of its manufacturer to be free from defects in material and workmanship, under normal use and service, for a period of six years from the date placed into service, 6 1/2 years from date of manufacture or 6000 hours of usage (unless otherwise specified), whichever comes first. Portable and engine driven pumps shall carry a three year warranty. Under this warranty, Darley will cover labor charges for a period of three years from the date the pump is placed into service. This warranty applies to any pump shipped after July 1, 2007.

This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Darley or its designee. Items not manufactured by Darley shall bear only the limited warranties offered by their respective manufacturers. Transportation charges on products submitted for repair or replacement must be borne by purchaser.

Darley does offer extended warranties available for an additional charge. These warranties must be ordered at the time the pump order is placed. Warranties up to 20 years are available. (See Darley Premium Protection Plan)

The exclusive remedy for breach of this warranty shall be to give Darley written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Darley F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization.

Darley's examination of the returned parts shall disclose to its satisfaction if the product is defective and an adjustment, repair, or replacement is required. Thereupon Darley, at its own election, shall repair or replace the same or repay the price thereof. The amount of such adjustment shall not exceed the original net sales price of the defective product only. No proximate, incidental, consequential or other damages shall be recoverable.

Following the examination of the defective product or material Darley shall be provided with estimates of repair, if during the 3 year labor coverage period, and will provide approval for the estimated amount or shall determine the amount of reimbursement to be provided by Darley. Darley shall not be liable for freight, travel expenses, or consequential damages incurred during or associated with the repair.

Darley shall not be liable for consequential damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer's product.

DARLEY MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE.

7-1-2010



**STATEMENT OF WARRANTY
STAINLESS STEEL PLUMBING COMPONENTS
10 YEAR WARRANTY POLICY**



E-ONE (the "Company") warrants all E-ONE manufactured stainless steel plumbing components used in the construction of E-ONE fire apparatus water/foam plumbing systems against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended to the original user-purchaser for a period of ten years from the date of delivery to the original user-purchaser, whichever occurs first.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

E-ONE will repair, or replace the specific E-ONE manufactured stainless steel plumbing component, at our option, with a new E-ONE manufactured stainless steel plumbing component. E-ONE will cover all customary and reasonable costs to remove and install the E-ONE manufactured stainless steel plumbing component. This warranty will not cover components that have been misused or abused, or due to accident or natural disaster. E-ONE will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the E-ONE manufactured stainless steel plumbing components.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the E-ONE manufactured stainless steel plumbing components have the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the apparatus.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.

UPF POLY-TANK® IIE

THE ALL-OUT™ NO FAULT LIFETIME WARRANTY

UNITED PLASTIC FABRICATING, INC. warrants each UPF POLY-TANK® IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in fire suppression). The warranty is transferable within the United States, and Canada by notifying UPF within thirty (30) days of the vehicle transfer date. Every UPF POLY-TANK® IIE is thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the United Plastic Fabricating Installation Guidelines. Should any problems develop with your UPF POLY-TANK® IIE Booster/Foam tank, please notify UPF in writing or call our TOLL FREE SERVICE HOT LINE at 1-800-USA-POLY and provide UPF with the serial number and a description of the problem. If UPF determines that the tank problem has rendered the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank (This time period is for the United States and Canada Only). If it is determined that the vehicle can remain in service, UPF will dispatch a service technician within a mutually agreed upon time period. Should the vehicle be located outside of the United States and Canada, UPF will assume costs for labor and material for the repair and for any travel costs to the U.S. port of embarkation. Costs for airline or other means of travel outside of the U.S. and Canada will not be the responsibility of United Plastic Fabricating, Inc.

UPF will repair or, at its option, replace the tank with a new UPF POLY-TANK® IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK® IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have been altered, defaced or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATING, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. UNITED PLASTIC FABRICATING, INC. neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATING, INC. BE LIABLE FOR AN AMOUNT IN EXCESS OF THE CURRENTLY PUBLISHED RETAIL PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.



FILL IN THE INFORMATION CONTAINED ON YOUR WARRANTY CARD IN THE FORM TO THE RIGHT. PLEASE KEEP THIS INFORMATION IN A SAFE PLACE FOR REFERENCE. IF SERVICE SHOULD EVER BE NEEDED, CALL 1-800-USA-POLY.

POLY-TANK®, POLY-TANK® II & POLY-TANK® IIE are all registered trademarks of United Plastic Fabricating, Inc.
ALL-OUT™ and PT2E™ are trademarks of U.P.F., Inc.
AccTuf™ is a trademark of Amoco Polymers, Inc., exclusive to U.P.F.
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Transfer of Ownership Form

Serial Number: _____

Original Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

Complete and fax or mail to UPF to transfer warranty

Date of transfer: _____

New Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

** All transfers subject to approval by UPF. **

**The Industry Standard in
Booster Tank Technology**

UPF's Poly-Tank® IIE

**With Amoco's
AccTuf™ Resin**

**For Service Call:
1-800-USA-POLY**

- **Booster/Foam Tanks**
- **Slide-In Units**
- **Foam Trailers**
- **Wet-Side Tankers**
- **Rescue/Brush Trucks**
- **Elliptical Tankers**

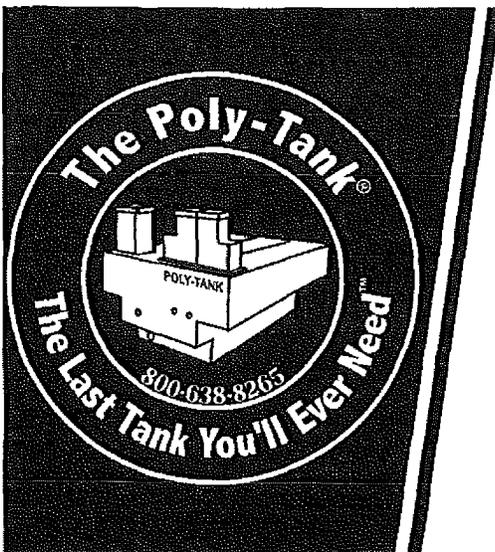
WARRANTY CARD

Phone: (800) 638-8265
Fax: (800) 966-4520
Email: info@unitedplastic.com
www.unitedplastic.com

To:

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**UNITED PLASTIC
FABRICATING, INC.**
165 Flagship Drive
N. Andover, MA 01845



**UPF's ALL-OUT™
No Fault Lifetime
Warranty is the
Only Transferable
Tank Warranty in
the Fire Industry!**

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

**LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS
USED IN EMERGENCY VEHICLE APPLICATIONS**

Allison Transmission, Inc. will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission’s option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section “APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE.”
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
1000 Series, 2000 Series, 2400 Series	0-36	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Exhibit B

(H & E Equipment Services Price Quote Dated May 13, 2014)

H&E EQUIPMENT SERVICES.

City of Glendale

Date: 5/13/14

Victoria Jackson, CPPB
Contract Analyst
Materials Management
City of Glendale
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301
623-930-2867

We at H&E Equipment Services are pleased to quote the following:

(1) New E-One E-Max Pumper	HGAC Base Truck Cost JC04: \$294,379.00
Typhoon Custom Cab	
ISL 450 HP Cummins Engine	Published Options: \$182,870.00
3000 EVS Transmission	
188" Wheelbase	Change Order Total: \$85,657.00
500 Gallons Water	
Side Mount 1500 GPM Pump	Subtotal: \$562,906.00
2001 Hypro Foam Pro Foam System	
20 Gallon Foam Cell	Discount: (-\$117,808.20)
Telma Focal Braking Retarder	
LED Lighting	Subtotal: \$445,097.80
360 Degree Brigade Camera System	
Includes cost for (4) Individuals	HGAC Processing Fee: \$2000.00
Mid Build Factory Inspection	
Includes HGAC Processing Fee Contract #FS12-13	Subtotal: \$447,097.80
Includes additional 1 year standard warranty (Please see attached specifications)	
	Phoenix Sales Tax 8.3%: \$37,109.12
	Total: \$484,206.92

***Price includes Freight and Delivery..*

*** Total cost includes additional 1 year standard warranty for a total of a 2 year standard warranty.*


Mark Julien
Apparatus Sales
H&E Equipment Services

Customer Acceptance