



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF MERCED

One (1) BME Fire Trucks, LLC.
Ford 4X4 Type 6 "Ponderosa" Wildland Engine





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1 PRODUCT PROPOSAL

OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION,
IT RESULTS IN A SAVINGS OF
(\$22,890.54) OFF
OF THE GRAND TOTAL OF OPTION B

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

City of Merced Fire Department

99 E 16th Street
Merced, CA 95340

Sales Consultant

Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
04/22/2026	06/05/2026	30422-26A	911022026V3	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

Golden State Fire Apparatus, Inc. (“GSFA”) is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the “Product”) to CITY OF MERCED (“Customer”) for consideration. This proposal (this “Product Proposal”) includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the “Terms and Conditions”); the Product Specifications attached as Exhibit B (the “Specifications”); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the “Dealer Supplied Products/Services List”) (all of the foregoing, collectively, the “Agreement”). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the “Executed Date”).

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) BME Fire Trucks, LLC. Ford 4X4 Type 6 “Ponderosa” Wildland Engine	379,976.00
B	<i>Pre-Payment Discount for 100% Payment at Time of Order (the “Prepayment Discount”)</i>	<i>(21,146.00)</i>
C	SUBTOTAL	358,830.00
D	8.25% State Sales Tax	29,603.48
E	California Tire Fee	10.50
F	GRAND TOTAL PURCHASE PRICE	388,443.98

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the “Grand Total Purchase Price”) to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above (“Manufacturer”) and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA’s further performance under the Agreement is contingent upon Manufacturer’s acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **36 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “ACCEPTANCE” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 04/22/2026, GSFA Proposal Number 30422-26A to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

ACCEPTED AND AGREED TO BY GSFA

Signature of Authorized Customer Representative

Signature of Authorized GSFA Representative

Print Name

Print Name

Title

Title

Date

Date

OPTION B

PAYMENT AT TIME OF DELIVERY OR PICKUP

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA at time of delivery or pickup pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

City of Merced Fire Department

99 E 16th Street
Merced, CA 95340

Sales Consultant

Dewayne Young
dewayne@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
04/22/2026	06/05/2026	30422-26B	911022026V3	BME Fire Trucks, LLC.	HGAC Contract FS12-23, Product Code: Ponderosa

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ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) BME Fire Trucks, LLC. Ford 4X4 Type 6 “Ponderosa” Wildland Engine	379,976.00
B	8.25% State Sales Tax	31,348.02
C	California Tire Fee	10.50
D	GRAND TOTAL PURCHASE PRICE	411,334.52

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the “Grand Total Purchase Price”) to GSFA no later than the time of GSFA’s delivery of the applicable Product to Customer’s address listed above (or Customer’s pick up of such Product at GSFA’s facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above (“Manufacturer”) and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA’s further performance under the Agreement is contingent upon Manufacturer’s acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **36 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

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COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 04/22/2026, GSFA Proposal Number 30422-26B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

ACCEPTED AND AGREED TO BY GSFA

Signature of Authorized Customer Representative

Signature of Authorized GSFA Representative

Print Name

Print Name

Title

Title

Date

Date



2 STANDARD TERMS AND CONDITIONS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **“Agreement”** has the meaning given in the Product Proposal.
- b. **“Customer”** means the customer identified in the Product Proposal.
- c. **“Dealer Preparation,”** if applicable, means additional product(s) and/or services added or provided by GSFA after Manufacturer’s completion of the Product and transportation to GSFA’s premises prior to delivery to Customer, in accordance with the Dealer Supplied Products/Services List and/or a valid Change Order(s).
- d. **“Dealer Supplied Products/Services List”** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **“Grand Total Purchase Price”** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **“GSFA”** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **“Manufacturer”** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **“Party”** or **“Parties”** means GSFA and/or Customer, as applicable.
- i. **“Prepayment Discount”** means a discount to the purchase price for the Product granted to Customer in connection with Customer’s advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal), if applicable.
- j. **“Product”** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **“Product Proposal”** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **“Product Warranties”** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **“Specifications”** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **“Terms and Conditions”** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **“Contingency Reserve Fund”**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer’s payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer’s payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make any Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date based on the then-estimated time to complete the manufacturing of the Product(s) and for the Product(s) to be ready for inspection and final approval by Customer at the manufacturing facility (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first-served basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received; provided that if Customer is a public agency, the foregoing late fees shall not exceed the statutory limit set forth in Section 926.10 of the California Government Code. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act or omission of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product prior to such payment, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise), by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility; Increases Imposed by Manufacturer. GSFA shall not be responsible for (i) any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump); or (ii) price increases imposed on GSFA by Manufacturer pursuant to Manufacturer's terms and conditions for sale of the Product (a "**Manufacturer**

Price Increase”), after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all associated taxes and fees thereon) or any Manufacturer Price Increases occurring after the execution of the Agreement which increase the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery. A Manufacturer Price Increase may include, but shall not be limited to, an increase in Product price resulting from an increase in the Producer Price Index of Components for Manufacturing (see www.bls.gov Series ID: WPUID6112) in excess of a compounded annual growth rate of five percent (5%), as measured between the month Manufacturer accepts the applicable Product order and the month that is fourteen (14) months prior to the then-current estimated Product completion date (the foregoing, a **“PPI-Based Price Increase”**). If, upon Customer’s receipt of a Change Order reflecting a PPI-Based Price Increase, Customer elects to terminate the applicable Product order in accordance with Section 8.b.iii rather than pay such increase, then in lieu of the cancellation fees described in Section 9.a hereof GSFA shall be entitled to recover and Customer shall pay GSFA’s actual non-reimbursable costs incurred in connection with the Product order through the date of Customer’s termination of such Product order.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grand Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer’s receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure or refusal to execute a Change Order does not alter Customer’s obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the **“Product Purchase Price”**); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer’s termination of the Product order (**“Manufacturer Termination Fees”**), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation,

as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing and Dealer Preparation process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY GSFA. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for special, consequential, incidental, indirect or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "Event of Default") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Customer Responsible for Post-Delivery Use of Product. Except as expressly provided in Section 7.b above (with respect to remedying non-conforming Products), GSFA shall have no liability for the Product following delivery to Customer. Customer shall be solely responsible for, and shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature, arising out of or in connection with Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (except to the extent such losses are caused by any negligence or willful misconduct in connection with GSFA's own operation of the Product (e.g. in connection with servicing or maintenance of the Product)). The provisions of this Section shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, 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, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given 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 accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:

To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



PRODUCT SPECIFICATIONS

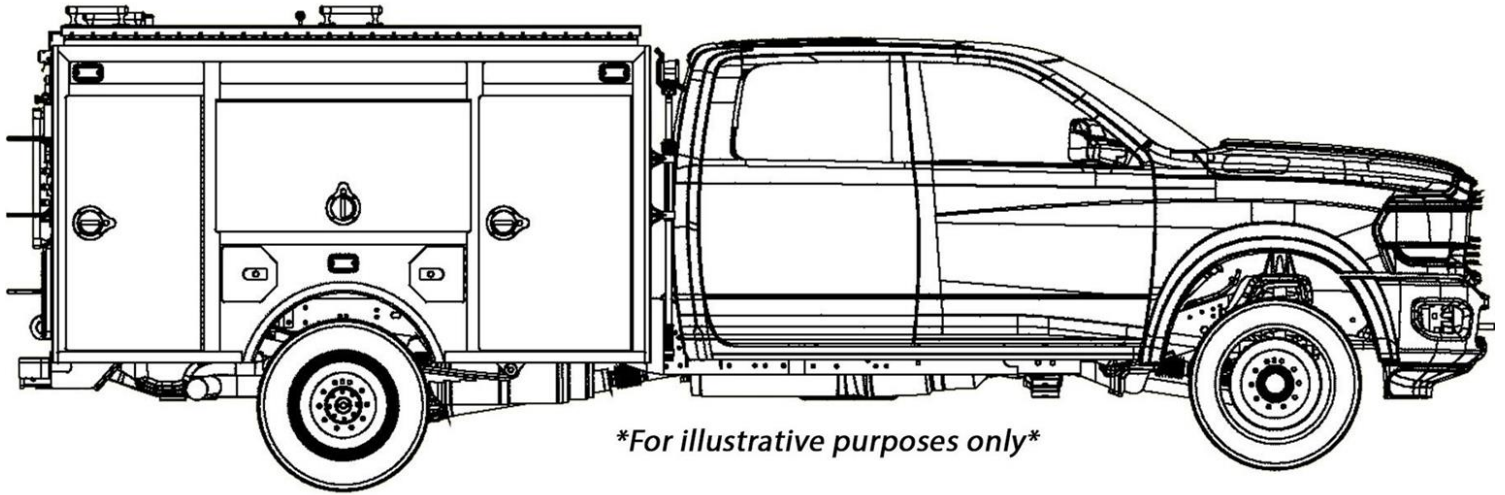
EXHIBIT B

Golden State Fire Apparatus
7400 Reese Road, 95828
Sacramento,
Dewayne Young

City of Merced Fire Department
,
,

Dewayne@goldenstatefire.com

Ponderosa Type 6



For illustrative purposes only



CHASSIS

Chassis special request Inverter Charger Mounted on Back Wall of crew cab, Drivers Side.

CHASSIS SUPPLIER

BME shall provide the below listed chassis.

MAKE AND MODEL

A Ford F-550 Chassis will be supplied.

Model: F-550

Trim: XL

GVWR: 19,500lbs

Seats: Medium Dark Slate Vinyl

Fuel Tank: 40-gal Rear Fuel Tank

Additional Notes: 350 Amp Dual Alternator

DRIVETRAIN

Chassis will come equipped with a 4WD (4x4) Option.

POWERTRAIN

Chassis will have a 6.7L OHV Power Stroke VE Turbo Diesel B20 Engine

CAB SIZE

Chassis will be ordered in a crew cab configuration with 4 doors.

CAB STEPS

The cab shall be equipped with OEM-supplied running boards installed beneath each door as ordered and installed by the OEM.

TIRES

6

The factory tires shall be replaced with six (6) Toyo 265/70R19.5 tires, installed in a rear dual (dually) configuration. Approximate overall tire height shall be 35 inches.

WHEELS

6

The chassis shall be supplied with OEM 19.5" polished aluminum wheels. Lug pattern shall be chassis-dependent: ten (10) lug studs for Ford or Ram, and eight (8) lug studs for Chevrolet or International CV.

FENDERS

The chassis will come equipped with stock fenders.

SUSPENSION AND LIFT KIT

An approximately 2" front leveling kit shall be installed to accommodate larger tires and improve vehicle stance.

BATTERY CHARGER

A Xantrex XC 2000 inverter/charger with remote display will be installed.

AUTO EJECT

A bar graph style Kussmaul Auto Eject shall be supplied and installed.

AUTO EJECT AMPERAGE

Selected Auto Eject amperage will be 20 amps.

BATTERY CHARGER COVER

The Kussmaul battery charger eject cover shall be colored red.

BATTERY CHARGER, INVERTER OUTLETS

A 120V GFCI outlet will be supplied and installed on the selected inverter.



CAMERAS

If not provided by the OEM, A Rear-View Safety backup camera system (Part #RVS-770619) will be installed, with the camera mounted at the rear of the apparatus in a functional location. There shall be a 7" mirror monitor to replace the OEM rearview mirror.

BACKUP ALARM

One (1) back up alarm shall be provided near the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected.

WINDOW TINT

The cab windows shall remain as tinted/ordered by the OEM chassis manufacturer for UV resistance only, no aftermarket tinting shall be done.

ONBOARD AIR SYSTEM

One (1) VIAIR Constant Duty OBA System shall be provided, featuring a 450C 12V air compressor and 2.5-gallon air tank. The system shall be rated for 150 PSI and capable of supporting tire inflation up to 37" in diameter.

FUEL FILL ACCESS

There shall be a stainless steel hinged door covering the fuel fill cap. The door will be hinged and will have a closing latch mechanism. It painted or powder coated job color.

CAB TO AXLE

60

The Cab to Axle measurement will be approximately the quantity shown to the right.

LICENSE PLATE MOUNTING AND LIGHT

A license plate bracket with an LED light shall be provided at the rear of the apparatus.

CHASSIS LABELS

LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

CAB SEATING AND WEIGHT ALLOWANCE

- A warning label shall be installed in the cab to indicate seating positions for five (5) people. A weight allowance of 250 pounds shall be calculated for each person.

CHASSIS DATA PLAQUE

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on the driver's door.

PUMP DATA PLAQUE



A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump Make and Model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)
- Governed engine RPM
- Pump gear ratio

WARNING LABEL -- NO RIDING ON REAR

- A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

WARNING LABEL -- SEAT BELT USAGE

- A warning label, stating: "WARNING CRASH HAZARD OCCUPANTS MUST BE SEATED AND BELTED WHEN VEHICLE IS IN MOTION..." shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

LOUD NOISE WARNING LABEL

- A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.) "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection."

AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL

- A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior.

FRESH AIR EMBER SEPARATOR WARNING LABEL

- A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

WARNING LABEL -- DO NOT WEAR HELMET

- A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

MUD FLAPS

Mud flaps featuring the BME logo shall be provided and installed behind the rear wheels of the apparatus.

TOW EYES

Two (2) painted bolt-on tow plates constructed of 3/4" steel shall be fastened directly to the rear chassis frame rails. The tow plates shall be equipped with 3" inside diameter holes. The tow plate shall be painted or powder coated job color.

BME LOGO

A BME reflective logo shall be added to the rear of the body.

CAB INTERIOR



Cab Interior Special Request Customer has asked that the emergency power switch in center console be deleted and the 12vdc circuits supplied by this switch be wired to ignition power.

SEATING

All Seats will be OEM Seating unless otherwise specified. The seats will be grey vinyl.

SEATING, PASSENGER

One (1) seat shall be provided in the front passenger position of the specified below type, with the below listed additions and features.

SEATING, FRONT PASSENGER

The front passenger seat shall be left OEM. Material may change based on truck make (fabric for Ram, vinyl for Ford). Color will be grey.

REAR SEATING

The seating in the rear of the chassis shall remain as included in OEM package. Seat will be either grey vinyl or grey fabric depending on chassis manufacturer.

FRONT CONSOLE

Ford Option 1- BME AP-00-018761. The console will be a flat surface. Dimensions will be approximately 34.75" Long X 12.5" Wide X 17.25" H. There will be an assembled file storage area on the console's rear. There will be 2 power points on the console front. There will be 2 USB-A/USB-C powerpoints. Any open spaces in the console face will be covered with blocking plates.

RADIO ANTENNA

2

The specified number of radio antennas will be installed on the cab roof. If three or more antennas are installed, they may impact available striping layout options.

RADIO PREWIRE

1

There will be the specified number of radio pre-wires installed in the console. Radio brand and model need to be confirmed to ensure we have adequate power.

PAINT

CAB PAINT

OEM Color: The cab will be painted by the OEM chassis manufacturer. BME will not modify or add any cab paint.

PAINT CODE

Ford Race Red

BODY PAINT

The body will be painted a single color by BME to match one of the chassis paint colors. The body and doors will be finished uniformly. One pint of touch-up paint will be provided at final delivery.

PAINT CODE

Ford Race Red

VALVE COLOR

All valves shall be painted with a clear protective coating.

STRIPING

No striping will be applied to the apparatus.

STRIPING COLOR

CONSOLE COLOR

All surfaces of the selected console(s) will be finished in textured black on black color.



COMPARTMENT PAINT

The interior walls, floor, and ceiling surfaces of compartments will be finished with Rust-Oleum Multispec flecked paint in Gray Stone. The following areas are not considered compartments and will have bare metal finish: Drip Torch Compartments, Bumper Boxes, and Dunnage Boxes.

BUMPERS

BUMPERS

A BME-fabricated front bumper shall be installed on the front of the chassis. The bumper shall be constructed of steel and extend beyond the grille, increasing the vehicle's overall length. It shall be powder-coated in satin black. The bumper shall include mounting provisions for one (1) LED light on each side.

FRONT RUN PLUMBING

The bumper shall be equipped with front run plumbing, detailed in the plumbing section.

WINCH

A Warn 16,500-pound capacity Ti Series winch will be installed in the front bumper.

HOSE STORAGE BOX - CENTER, BUMPER BOX - CENTER

A hose storage box shall be bolted onto the top of the center hinged winch access door lid. Box shall include black nylon straps with buckles, and black Dri-Dek grating.

STEEL WINCH CABLE

One (1) Warn 16.5ti Heavyweight Series electric winch (Part #68801) with a 16,500 lb. capacity shall be installed on the front of the apparatus recessed into the bumper. There shall be an access door with D-ring latch for service. The 12-volt winch shall feature forward and reverse gears, a three-stage planetary gear system, and a sliding ring gear clutch to allow free-spooling for quick cable deployment. A captive roller shall be installed to guide the winch cable at the front bumper. A front bezel shall be provided unless otherwise specified, black in color with red BME lettering.

The winch shall be operated via a push-button controller attached to a 12' control cable with a weatherproof receptacle. The system shall include 90 feet of 7/16" steel cable.

TRAILER HITCH

The rear bumper assembly shall be equipped with a 2" Class III trailer hitch receiver rated for up to 8,000 lbs gross trailer weight and 800 lbs tongue weight. A 7-pin trailer plug shall be added for light/electronics connections.

REAR BUMPER - DIAMONDPLATE OVERLAY

A layer of diamond-plate aluminum shall be installed on top of the rear body color bumper. The diamond-plate layer shall also be painted body color.

PUMP & PLUMBING

WATER TANK

The water tank shall be a UPF Defender 300-gallon poly tank.

AUXILIARY PUMPS

A Darley 1.5 AGE Diesel Driven Pump will be installed with the following: Kubota D-902 Engine w/ 24 HP motor. 2.33 gear ratio pump, spark arrestor and electric primer. There will be a 2" Suction and a 2" Discharge on the Volute. BME will clock the volute as needed.

AUX PUMP CONTROL PANEL

The pump control panel shall be a Darley DigiTrol™ Dual system with dual-engine control, electronic throttle, and integrated system monitoring.



INTERIOR AUX PUMP CONTROL PANEL

A second aux control panel matching the above selected type shall be added and installed in the cab of the apparatus on the console.

PRIMERS

An electric primer shall be installed on the apparatus. The primer brand shall match the selected fire pump to ensure compatibility. The system shall include all required wiring, controls, and plumbing for full integration and reliable operation. This primer may be used to prime both the main pump and the auxiliary pump if applicable. The primer shall be electrically driven and of the positive displacement type. The activation switch shall be mounted on the pump panel.

2.5" REAR INTAKE

One (1) 2.5" gated suction intake shall be installed on the left rear of the apparatus to supply the fire pump from an external water source. The valve shall be an Akron Brass 8825 Series quarter-turn swing-out type, rated for 500 PSI, and operated by a direct pull-rod control with locking handle supplied by Innovative Controls.

The intake shall terminate with a 2.5" NH female swivel fitting and include a removable screen. Plumbing shall be full-flow with Victaulic couplings. One (1) chrome-plated brass 2.5" rocker lug plug with retaining chain shall be provided.

A color-coded label shall be installed on the control handle. All components shall be accessible for service.

INTAKE THREADS

The 2.5" Intake at the rear pump panel will have NH/NST Female Threads.

REAR 2" DISCHARGE

One (1) 2" x 1.5" discharge shall be installed on the upper left-hand side of the rear panel. The outlet shall be equipped with a swivel fitting for pre-connected hose and terminate with 1.5" MNST threads, supplied with a chrome cap and chain.

The discharge shall be controlled by an Akron Brass 8820 Series quarter-turn ball valve, rated for 500 PSI and suitable for both pressure and vacuum service. The valve shall be operated by a direct pull-rod control with locking handle supplied by Innovative Controls.

One (1) white-faced, liquid-filled pressure gauge (0–400 PSI) shall be installed adjacent to the control handle, if not built into push pull controls. The gauge shall feature LED backlighting with a standard black-on-white dial face. A quarter-turn drain valve shall also be provided. All discharge control handles shall be color-coded and labeled.

DISCHARGE VALVE THREADS

The discharge shall terminate with a 2" NPT x 1-1/2" NH male outlet and include a chrome-plated brass 1-1/2" NH rocker lug cap with a retaining chain or cable.

FRONT RUN PLUMBING

A Water Supply Line will be installed running to the front bumper. The supply line will be made of a mixture of Stainless-Steel Pipe and Hydraulic Hose. The line will be 2" Diameter pipe. There will be a required 2" isolation valve installed.

DS 1.5" BUMPER DISCHARGE

The 1.5" discharge shall be installed on the left (driver side) of the apparatus.

BACKPACK FILL SYSTEM

There shall be one (1) backpack fill system provided and installed on the lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.



AIR OUTLET

An air outlet shall be added to the pump panel and connected to the chassis main air tanks. If quantity two (2) are selected, one shall be added to the pump panel on each side of the apparatus.

HOSE REEL TYPE

A Hannay Standard Model hose reel shall be installed. Electric 1/3-HP rewind motor controlled by a push-button mounted on the apparatus, equipped with adjustable friction brake, plumbed and includes hose-capacity margin.

HOSE REEL FINISH

The hose reel shall be made of steel and have a gray finish.

HOSE REEL THREAD TYPE

The Hose Reel will have NPSH Hose Reel Threads.

HOSE REEL

One (1) Hannay electric rewind hose reel shall be installed, equipped with pump panel controls. The reel shall be supplied with an Akron Brass 8810 series valve and Innovative pull rod control with gauge. A pressure gauge with drain, white LED backlighting, and a standard black-on-white dial face shall be provided. A weatherproof push-button rewind control shall be installed along with a four-sided captive roller assembly. No nozzle mounting shall be provided, and no hose shall be supplied.

HOSE REEL BUTTON

A push-button hose reel rewind button shall be added to the apparatus at the pump panel location. Activation of this button shall activate the electric hose rewind function. One (1) will be installed on each side of the pump house on the pump panel. If body style has a rear facing pump panel, only one (1) push-button rewind will be provided.

FOAM SYSTEM

If a foam system is selected, the following discharges will be foam capable: Rear Discharge(s) / Hose Reel(s) (MAX 2) / Crosslay / DS/PS Discharges (if applicable) & Front Run Discharges. (if applicable). The foam system shall have a pump operator's panel-mounted digital control module that shall provide a constant readout of GPM of water, foam solution, concentrate rate and totals.

FOAM TANK SIZE

The apparatus shall have a foam tank capable of holding up to 12 gallons of foam concentrate.

FOAM SYSTEM

No foam system will be installed on the apparatus based on foam system selection.

APPARATUS CONTROLS & ACCESSORIES

VALVE BRAND

All valves shall be Akron brand, with the exception of the monitor valve, which is supplied as part of a kit. Valve color determined in paint.

GAUGES

The vehicle shall be equipped with 2.5" pressure gauges rated 0–600 PSI. Each gauge shall feature a twist-style drain at the inlet to prevent freezing, internal back-lit 12V lighting with a replaceable LED bulb in a water-resistant holder, and a dial face with black lettering and markings.

GAUGES

All gauges will have white backlighting.

PUMP PANEL WATER LEVEL

The pump panel shall be equipped with an FRC Tankvision water level display.



IN-CAB WATER LEVELS

A Fire Research TankVision WLA205-A00 mini indicator will be installed in the cab. There shall be a manual bypass control switch near the unit to turn off the display.

LABEL MATERIAL

All Labels installed on the apparatus shall be Lexan material. Applicable 2.5" x 0.75" lexan labels shall be encased by BME part # VP-00-000696 tag bezels.

LABEL COLORS

Labels shall be BME Standard Colors

ACCESSORIES

A 6-Place Rocker Switch Bank will be installed on or near the rear pump panel. This setup features two rows of three switches each, vertically stacked in a 3-over-3 arrangement.

BODY

Body Special Requests P3 Requesting Back Wall Strut included for future tool board install by customer.

STANDARD PONDEROSA BODY SPECS

BODY DESIGN AND SCOPE

The body shall be designed and constructed using commonly available structural components to allow ease of repair and maintenance. The body shall be modular in design, with the body structure independent of the chassis frame rails. Fabrication shall be of fully welded construction to withstand the rigors of fire service use. The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be constructed of aluminum tubing to provide increased strength and stress resistance. No sheet metal or extrusions shall be used in the foundation or structural components of the body module due to their critical role in ensuring durability, functionality, and usability.

BODY FRAMEWORK

The entire body framework shall be fabricated from aluminum tubing. The framework shall form a completely welded unit that provides a connected, stable frame for strength and longevity, serving as the skeleton of the body module.

BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses caused by flexing of the chassis frame rails. The body module shall utilize spring-loaded body mounting assemblies. Each two-piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward/aft movement. Mounting assemblies shall be located forward and rearward of the rear axle as necessary to provide strong and stable mounting of the body module. Each assembly shall consist of a "male" upper mounting bracket and a "female" lower mounting bracket.

COMPARTMENT FLOOR – SWEEP-OUT STYLE

Each compartment shall include a raised floor high enough to allow the bottom lip of the compartment to clear the frame rail of the body module, allowing debris to be easily removed from the compartment.

COMPARTMENTATION

All compartments shall be constructed of aluminum, welded for strength, and sealed from the elements. Compartments shall be attached only to the aluminum superstructure in order to maintain a modular design.



Each compartment shall feature smooth surfaces and edges from wall to weld, free of burrs or sharp edges in the material.

SLAM DOORS

COMPARTMENT DOORS – HINGED

All compartment doors shall be fully enclosed, double-panel construction with covered access to the compartment latch. Outer door panels shall be fabricated from 12-gauge stainless or zinc-coated steel. Inner panels shall be 14-gauge stainless or zinc-coated steel, or a minimum 1/8" orbital-sanded removable aluminum panel fastened to the inner door frame with Phillips or Torx stainless steel countersunk machine screws. Screws shall thread into flush-fitting steel nut zerts evenly spaced on the inner frame.

Doors shall be flush-mounted with heavy-duty polished stainless steel continuous hinges, minimum 1/4" pins, and 1" joint length. Hinges shall be attached to the doors and jambs with stainless steel fasteners. A hat section reinforcement shall be installed between panels on all large compartment doors to ensure doors remain flat. Doors shall be designed to prevent binding during opening or closing under off-road stress.

Door seals shall be automotive closed-cell type, providing water- and dust-tight protection. Each door shall include heavy-duty gas shocks with metal pivot points to hold it open, and rubber bumpers shall be installed wherever a door may contact another door or surface.

DOOR LATCHES

Compartment doors shall be equipped with lockable, keyed-alike, flush-mounted stainless steel round cup-style latches with retractable "D" ring handles. Latches shall be Eberhard #9000-SSPL series with 206 slam lock, secured with stainless steel screws and lock nuts. Double doors may use concealed rotary latches on the secondary door, actuated by a recessed stainless steel paddle handle. Secondary latch design shall be determined at the preconstruction meeting. All latch mechanisms shall operate by handle rotation in either direction and include removable interior covers if needed to prevent equipment interference.

Dissimilar metal insulating gaskets shall be placed between door handles and outer panels to prevent electrolytic reaction and protect painted surfaces. Latch and striker assemblies shall be designed to prevent doors from springing open under rough terrain. All compartment doors shall be equipped with locking D-ring latches.

FINISH AND PAINT

Exterior surfaces and door jambs shall be painted to match the body color and tone. Interior door surfaces shall remain unpainted and be finished with dual-orbital sanding for a clean, uniform appearance. All seams between the door skin and frame shall be caulked and painted to ensure a moisture-proof seal.

EDGE STRIPING

Each hinged compartment door shall include a minimum 1.5" reflective stripe along its edge. The stripe shall consist of alternating red and black reflective material.

D1 COMPARTMENT - LONG LAYOUT

One (1) aluminum compartment shall be provided at location D1 with inside clear dimensions of 26" wide x 44" high x 19.5" deep.

SHELVES

1

The specified quantity of adjustable shelves will be installed in the designated compartment.

D2 COMPARTMENT - LONG LAYOUT

One (1) aluminum compartment shall be provided at location D2 with inside clear dimensions of 78" wide x 22" high x 19.5" deep.

TOOLBOARDS



A wall-mounted tool board will be installed on the rear wall of the compartment for organized tool storage.

D3 COMPARTMENT - LONG LAYOUT

One (1) aluminum compartment shall be provided at location D3 with inside clear dimensions of 29" wide x 17" high x 19.5" deep.

D3 COMPARTMENT DOOR HINGE DIRECTION

The above mentioned door shall be changed to hinge at the compartment's left side, with the handle/locking mechanism at the right side.

P1 COMPARTMENT - STANDARD LAYOUT

One (1) aluminum compartment shall be provided at location P1 with inside clear dimensions of 26" wide x 44" high x 19.5" deep.

SHELVES

1

The specified quantity of adjustable shelves will be installed in the designated compartment.

P2 COMPARTMENT - STANDARD LAYOUT

One (1) aluminum compartment shall be provided at location P2 with inside clear dimensions of 44" wide x 22" high x 19.5" deep.

SHELVES

A 3/16" AL shelf with no front lip shall be added to the above compartment.

P3 COMPARTMENT - STANDARD LAYOUT

One (1) aluminum compartment shall be provided at location P3 with inside clear dimensions of 29" wide x 44" high x 19.5" deep.

SHELVES

1

The specified quantity of adjustable shelves will be installed in the designated compartment.

TOOLBOARDS, MANUFACTURER

The compartment shall come equipped with a BME Fabricated Tool board.

COMPARTMENT LIGHTING

All compartments shall be equipped with Code 3 800 Series compartment lighting, providing sufficient illumination of compartment contents. The lights shall be mounted in the sides of each compartment, and each compartment will receive Qty two (2) lights.

CONSPICUITY TAPE COLOR

All compartment shelves and doors shall have reflective conspicuity striping applied to the outside front lip. The striping shall be a minimum of 1-1/2 inches in width and shall consist of DOT-approved reflective material. Color selection shall be alternating red/white.

REAR DOOR MATERIAL

All three hinged doors on the rear of the apparatus shall be smooth aluminum material.

REAR DOOR FINISH

All rear doors on the apparatus shall be painted job color.

SCBA COMPARTMENTS

The Apparatus will come equipped with 3 SCBA compartments above the rear wheel well area. There shall be a 1" nylon tether installed to secure each bottle in the storage tube.

SCBA DOOR TYPE

3

SCBA doors shall be BME Manufactured.

SCBA DOOR PAINT

3

SCBA Doors shall be painted job color.

SCBA MATERIAL

3



The interior of the SCBA compartments shall be made of plastic.

BODY EDGE GUARDS

Aluminum Diamond plate body edge guards will be added to the top corners of the body of the apparatus. They shall remain uncoated unless otherwise specified.

FENDERS

Chrome fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with threaded fasteners.

BODY STEPS

6

The specified quantity of folding aluminum steps shall be installed on the rear of the apparatus body to provide access to the top of the body. Step placement shall be determined by BME. Each step shall feature a knurled or textured surface to enhance traction and foot grip. Steps shall include the BME logo on the upper pivot face.

TOP COMPARTMENTS

There will be two access doors for the over tank storage installed. The doors will be made from aluminum diamond tread plate. There will be an access door addition so the fill tower can be accessed without opening the compartment door.

LIGHTING

SIREN CONTROLLER

The apparatus will include a Whelen C399 and a Whelen Cencom Core CCTL6 200-watt amplifier control module installed in the console. A CEM16 WeCanX expansion module will be added as needed for auxiliary I/O. The system will be WeCanX-capable and feature a CCTL6 3-section control head with 8 push buttons, a 4-position slide switch, 7-position rotary knob, manual siren and air horn buttons, 3 traffic advisor controls, and a microphone with extension cable. A dedicated WeCanX CTA Traffic Advisor module will be integrated for rear directional lighting control if Traffic Advisor is included in build.

SIRENS

One (1) Whelen SA315P 100-watt siren speaker will be installed in Zone A. The speaker features a black nylon composite housing.

LIGHTBAR TYPE

The lightbar listed below shall be a standard BME configuration with no modifications.

LIGHT BAR

A Tomar 970 Series 53" Scorpion light bar will be installed on the cab roof at Zone A. #970B-53DT-RR

STEADY RED LIGHT, LIGHTBAR

The lightbar shall be programmed to include the California "Steady Burn Red Light." One red light near the center will remain on while the truck is in use.

WARNING LIGHTS, ZONE A

2

Tomar iLED lighthoods shall be installed in the specified quantity at the Zone A (Lower) location. Each light shall feature red LEDs and clear lenses.

WARNING LIGHTS, ZONE A (LOWER), QTY

QTY (2) two warning lights shall be installed on the front grille.

WARNING LIGHTS, ZONE B/D - CAB LOWER



Two (2) warning light heads shall be installed in Zone B/D (Cab Lower) Body. The lights shall be placed on either the sides of the front bumper or above the front wheel well, depending on bumper selection. Final light placement is up to BME discretion.

WARNING LIGHTS, ZONE B/D (CAB LOWER) 2

Tomar R46RW light heads shall be installed in the specified quantity at the Zone B/D (Cab Lower) location.

WARNING LIGHTS, ZONE B/D (LOWER) BODY

Two (2) warning lights shall be installed in Zone B/D (Lower) Body. The lights shall be placed above the rear wheel well. Final light placement is up to BME discretion.

WARNING LIGHT, ZONE B/D LOWER (BODY) 2

Tomar R46RW lighthoods shall be installed in the specified quantity at the Zone B/D (Body Lower) location above the rear wheel well for a total of two (2). If tandem axle, one (1) light shall be installed on either side of the DS/PS body wheel wells (for a total of four (4)). The lights shall have clear lenses and red/white LEDs.

WARNING LIGHTS, ZONE B/D UPPER

All warning lights in this section shall be installed in the upper portion of Zone B and Zone D. When two (2) lights are selected, one shall be installed at the top rear of each zone. When upgraded to four (4) lights, an additional warning light shall be installed at the front of the body on each side, resulting in two lights per zone.

WARNING LIGHT, ZONE B/D UPPER 4

Tomar R46RW lighthoods shall be installed in the specified quantity at the Zone B/D (Upper) location.

WARNING LIGHTS, ZONE C

All warning lights in this section shall be installed at the rear of the apparatus body in Zone C—two (2) mounted at the upper rear body on either side for a total of two (2) lights. All lights shall be SAE Class 1 certified and positioned for optimal rearward visibility.

WARNING LIGHTS, ZONE C (UPPER) 2

Tomar R79RW lighthoods shall be installed in the specified quantity at the Zone C (Upper) location.

WARNING LIGHTS, TAIL-LIGHT CLUSTER

The tail light cluster shall consist of three (3) Tomar lights arranged vertically. From top to bottom, the lights shall function as a brake light, a turn signal, and a warning light.

TAIL LIGHT CLUSTER LENS

The lens color of the tail light cluster shall be clear where available.

TRAFFIC ADVISOR LOCATION

If selected, a traffic advisor shall be installed centered at the upper rear of the apparatus body (Zone C). It shall provide directional signaling for traffic management and include a cab-mounted control head.

TRAFFIC ADVISOR

Tomar LStick Traffic Advisor shall be installed in the specified quantity at the Zone C location (see above). The unit shall be 24.5" in length and feature six (6) amber LEDs with directional arrow patterns.

SCENE LIGHTS, ZONE A

All scene lights in this section shall be installed near the front bumper (Zone A). These lights shall provide forward-facing white illumination for enhanced visibility during nighttime or low-light operations. Quantities and models shall be installed as specified. Mounting location within the bumper may be adjusted at the pre-construction meeting based on bumper design.

SCENE LIGHTS, ZONE A

PIAA 560 6" pod scene lights shall be installed in the specified quantity at the Zone A location. Each light shall provide forward-facing white illumination for scene lighting.



SCENE LIGHTS, ZONE B/D UPPER

No scene lights shall be installed in the zone B/D upper locations.

SCENE LIGHTS, ZONE C UPPER

No additional scene lights shall be installed in the zone C upper location.

UNDERBODY LIGHTING**8**

A total of eight (8) Tecniq E10 LED ground lights will be installed as follows: two under the front bumper, four beneath the cab doors, and two under the rear step area. On larger trucks, the pump panel will have two additional lights under the pumphouse running boards. Controls shall be installed at the console and pump panel locations.

LIGHT BEZEL COLOR

Standard Light Bezels shall be chrome finish.

LOOSE GOODS**SHIP LOOSE**

The customer has custom selected loose goods to be included upon delivery of the truck. Some options are non-removable, and are provided by BME at no extra charge. All selected components are listed below.

CHOCKS**2**

Two (2) Worden Safety Products aluminum wheel chocks, 8" x 7" x 11.8" with handle, shall be provided and shipped loose with the apparatus.

BOTTLE JACK

One (1) hydraulic jack shall be provided with a lifting capacity of twenty (20) tons.

FIRE EXTINGUISHER

One (1) 5 lb. ABC dry chemical fire extinguisher with mounting bracket shall be provided on the apparatus, shipped loose. The extinguisher shall include a pressure gauge and be filled with a dry chemical extinguishing agent.

TRIANGULAR REFLECTOR SET

A set of three (3) triangular reflectors shall be provided, shipped loose.

TIRE PRESSURE MONITORS

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

LUG WRENCH

There shall be one (1) lug wrench and (1) breaker bar provided and shipped loose with the completed apparatus.

BOOSTER HOSE**1**

The specified quantity of 100-foot length 3/4" diameter rubber booster hose with 1" NPSH couplings shall be provided, with fittings to match previously specified connections. Hose shall be shipped loose. Booster hose shall be red unless otherwise specified.

DELIVERY DESTINATION

The finished apparatus shall be delivered to 7400 Reese Rd, Sacramento, CA.

This quote includes third party pricing which remains subject to change. Pricing increases/surcharges imposed on seller by its vendors will be passed on to purchaser. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission.







4 PRODUCT WARRANTIES

EXHIBIT C



GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.

This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to normal wear and tear.
- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience, or other incidental expenses.
- Any apparatus which has been repaired or altered outside of the apparatus manufacturer's factory in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

DISCLAIMER

No warranties are given beyond those described herein. This warranty is in lieu of all other warranties, expressed or implied. The company specifically disclaims warranties of merchantability and fitness for a particular purpose, all other representations to the user/purchaser and all other obligations or liabilities. Further, the company excludes liability for consequential and incidental damages, on the part of the company or seller. No person is



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authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

OBTAINING SERVICE

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.



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PLUMBING WARRANTY

The stainless-steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a pro-rated limited paint warranty which shall cover peeling and/or de-lamination of the topcoat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

Topcoat Durability & Appearance: Gloss, Color Retention & Cracking

0-72 months 100%

73-96 months 50%

97-120 months 25%

Corrosion: Dissimilar Metal and Crevice

0-36 months 100%

37-48 months 50%

49-72 months 25%

73-120 months 10%

Integrity of Coating System: Adhesion, Blistering/Bubbling

0-36 months 100%

37-84 months 50%

85-120 months 25%

Corrosion Perforation

0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the BME Fire Trucks LLC Basic One Year Limited Warranty.

LETTERING AND STRIPING WARRANTY

The manufacturer shall provide a three (3) year lettering and striping warranty. The provisions of this warranty shall be detailed in the completed apparatus documentation.



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WARRANTY REGISTRATION

This form has been provided for you to register your new fire apparatus in the BME Fire Trucks Warranty Program. (This does not constitute acceptance of your Fire Apparatus per Specifications or Contract requirements.) Please complete the information below and mail this form back to BME. The warranty period begins thirty (30) calendar days after delivery unless otherwise noted.

Department Name: _____

Address: _____

Dept. Contact Name: _____

Title: _____ Phone Number: _____

Apparatus Description:

Serial #: _____ Delivery Date: _____

Chassis Mfg: _____

Chassis Serial #: _____

Pump Mfg: _____ Pump Serial #: _____

Engine Mfg: _____ Engine Serial #: _____

Tank Mfg: _____ Tank Serial #: _____

Foam System Mfg: _____ Foam System Serial #: _____

Name & Model: _____ Mfg & Serial #: _____

Other Components (list each):

Date: _____



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5 DEALER SUPPLIED PRODUCT AND/OR SERVICES

EXHIBIT D

PROPOSAL INTRODUCTION

With over three decades of industry expertise, Golden State Fire Apparatus, Inc. (GSFA) proudly stands as the premier authorized dealership for top-tier fire apparatus in Central and Northern California. Our steadfast commitment to detail and customer satisfaction has earned us a trusted reputation among first responders.

We sincerely appreciate the opportunity to present this comprehensive proposal for a BME FIRE TRUCKS, LLC. FORD 4X4 TYPE 6 "PONDEROSA" WILDLAND ENGINE. Your consideration of this proposal is greatly valued, and we are eager for the opportunity to support your department with the highest level of excellence and professionalism.

DEALER-SUPPLIED PRODUCTS AND SERVICES

Golden State Fire Apparatus Inc. (GSFA) will furnish the following items and/or services before final delivery so that all necessary components and support are in place, contributing to an efficient final delivery process. Please refer to the detailed list below for a comprehensive overview of the products and/or services included:

AUTHORIZED MANUFACTURER

In accordance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." The manufacturer, as of the proposal submission, holds a valid license in compliance with this requirement and is prepared to furnish a copy upon request. This adherence to regulatory standards ensures that the manufacturer maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED DEALERSHIP

In compliance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "a dealer in vehicles of a type subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." Golden State Fire Apparatus, Inc. possesses a valid license at the time of the bid, as detailed above, and can promptly provide a copy upon request. This adherence to regulatory standards ensures that the dealership maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED SALES REPRESENTATIVE

In accordance with the State of California Vehicle Code, specifically Section 11800, it is expressly prohibited for any individual to function as a vehicle salesperson without obtaining a license issued by the Department of Motor Vehicles (DMV). The representative, at the time of

proposal, holds a valid vehicle salesperson's license and is ready to furnish a copy upon request. This adherence to regulatory standards ensures that the sales representative maintains a current and official status, promoting transparency and compliance with legal requirements throughout the bidding process and subsequent phases.

VEHICLE REGISTRATION

In adherence to the State of California Vehicle Code Section 11739, it is mandated that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Being a factory-authorized dealer of the vehicle being sold, Golden State Fire Apparatus, Inc. is duly authorized to register the vehicle with the State of California as a new vehicle manufacturer.

GSFA is committed to facilitating an excellent vehicle ownership experience for the customer. As such, we will manage all necessary applications and complete all transfer papers, including the application for California Exempt "E" license plates. This approach ensures compliance with regulatory requirements and a hassle-free registration process for our valued customers.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA is committed to ensuring transparency and comprehensive reporting throughout the construction process of the apparatus. To achieve this, GSFA will provide weekly photographs capturing various stages of the apparatus or major components under construction.

Commencing from the initiation of the manufacturing process, the photographic documentation will extend throughout the entire production phase by the manufacturer. These weekly reports will offer a visual representation of the ongoing progress of the apparatus, highlighting key milestones and showcasing unique features and aspects as construction unfolds.

Our focus is to provide customers with a clear and detailed insight into the evolution of the apparatus, fostering a deeper understanding of the craftsmanship and distinct elements incorporated during the construction process. This commitment to regular, visual updates aims to enhance communication and transparency regarding the progress of the apparatus.

PRE-CONSTRUCTION, VIRTUAL

A virtual pre-construction meeting (via Microsoft Teams or similar platform) will be conducted. The intent of this meeting is to review and finalize, in detail, the specifications prior to the start of production. The virtual pre-construction meeting will have a duration of up to one (1) day and will be scheduled at times mutually agreed upon between GSFA and the Customer.

FINAL INSPECTION, FACTORY VISIT

A final inspection trip to the manufacturing facility is included for three (3) Customer representatives. The primary objective of this visit is to ensure the adherence of the apparatus

to specifications and promptly identify any potential deficiencies. The final inspection trip is anticipated to span three (3) days and two (2) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the final inspection trip.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will deliver the apparatus to our Northern California facility located in Sacramento for a comprehensive dealer preparation inspection. This service, conducted at the expense of GSFA, aims to have the apparatus in optimal condition at the time of final delivery.

To ensure the proper break-in of all components while still under warranty, the apparatus will be delivered under its own power. The use of rail or truck freight for transportation is deemed unacceptable in order to uphold the highest standards of quality assurance during the delivery process. This approach not only aligns with warranty considerations but also emphasizes the commitment to delivering a fully operational apparatus to our valued customers.

PRE-DELIVERY SERVICE

Before reaching its final destination, the apparatus undergoes a pre-delivery service conducted by Golden State Emergency Vehicle Service, Inc. This service is designed to tap into the expertise of an external source, providing an experienced perspective that enhances the thoroughness of your final inspection. Our pre-delivery service covers the following areas:

1. Engine Compartment and Undercarriage:
 - Inspect for broken mounting brackets.
 - Inspect and identify locations of any fluid leaks.
 - General inspection of hoses, wiring, and linkage, focusing on potential wear points.

- Verify correct fluid capacities for engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear-end fluid, pump transmission oil, and primer oil if applicable.
- Re-torque U-bolts to OEM specifications if equipped with leaf spring suspension (Pierce Custom chassis only).

2. Interior:

- Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
- Confirm proper operation of seatbelt alarms.
- Confirm proper operation of all compartment door alarms, as well as hose bed cover, ladder rack, light tower, and deck gun alarms.
- Ensure functionality of auxiliary power points, interior lighting, mirror, and seat controls, and if applicable - headsets and radios.
- Inspect upholstery for quality and condition.

3. Exterior:

- Address reasonable paint scratches or chips.
- Tighten any loose hardware.
- Inspect tires and wheels, ensure proper pressure.
- Check compartment doors for proper operation and latch fit.
- Lubricate compartment door locks if applicable.

4. Road Test:

- Conduct a road test with a full water tank (if applicable), covering approximately twenty miles on both city and highway roads.
- Perform a DOT compliant brake test to verify the system is holding air.
- Inspect brake condition, wheel seals, and ensure drive train components reach optimal operating temperatures.
- Conduct an Allison Transmission self-diagnostic to verify fluid level, fluid and filter life, and check for fault codes.

5. Electrical:

- Verify the operation of all lights, sirens, and other electrical accessories.

6. Pump:

- Operate the Pressure Governor or Relief Valve, transfer valve, and check pump shift.
- Inspect water tank, pump and plumbing for leaks and calibrate the water level gauge.

- Ensure smooth operation of all discharge, suction, and drain valves.
7. Pierce Husky™ Foam System:
 - If applicable, draft and inject clean water to ensure proper operation of the foam pump.
 8. Fuel and DEF Tanks:
 - Fill the fuel tank and DEF tank prior to final delivery.
 9. Wash:
 - Thoroughly wash the apparatus prior to final delivery.

This pre-delivery service assists the apparatus to meet our high standards of quality and operational efficiency before reaching its final destination.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will deliver the completed Product, inclusive of any relevant equipment, spare parts, and supplies, to the Customer's specified address at GSFA's expense.

In preparation for the Product's delivery, the Customer is required to furnish GSFA with proof of liability and physical damage insurance. GSFA will withhold the release of the Product until such proof of insurance is provided.

To ensure a timely delivery process, it is incumbent upon the Customer to settle any outstanding balance owed to GSFA before or at the time the Product is completed and ready for delivery. In the event of delayed payment or delivery, GSFA reserves the right to impose a late fee and daily storage charge as outlined in the Standard Terms and Conditions until payment is received.

For compliance with insurance liability considerations, the Product will only be delivered upon full acceptance and full payment, or through a prior written agreement mutually reached between the Customer and GSFA. This ensures a secure and efficient finalization of the delivery process, aligning with both parties' obligations and safeguarding against potential liabilities.

COMPREHENSIVE SALES AND SERVICE SUPPORT

At GSFA, we understand that immediate response is essential - and the service and support of your apparatus should be no different. Since our founding in 1989, our mission has been to provide first responders with the highest quality, most reliable fire and emergency apparatus from top-tier manufacturers. We specialize in guiding our customers through the entire process - from apparatus evaluation and customization to final inspection - and ensuring years of reliable service through our Golden State Emergency Vehicle Service (GSEVS) division.

Golden State Emergency Vehicle Service (GSEVS)

Established in 2014, GSEVS is committed to building long-term, collaborative relationships by providing exceptional warranty and technical support. Our services cover a wide range of needs, including chassis, electrical systems, pump, aerial, routine maintenance, equipment mounting, and pump testing - with priority given to new units sold by GSFA. Our goal is to deliver prompt, professional service and unwavering support for your apparatus.

Sacramento Facility

Our Sacramento location features a 33,814-square-foot facility with 14 working bays and a 4,500-square-foot, two-story parts distribution department. Conveniently located near Highway 99 with easy access to Interstates 80 and 50, we are positioned to serve you efficiently.

Tracy Facility (Opening Spring 2026)

Our second location in Tracy will expand our service capacity with a 49,634-square-foot facility featuring 21 working bays and a parts department equal in size to our Sacramento facility. Strategically located within the "Tracy Triangle" - bordered by I-580, I-205, and I-5 - this facility will enhance our ability to serve customers in the Bay Area and beyond.

Certified and Experienced Technicians

Our service team includes factory-trained professionals certified by Pierce, ASE, and EVT. They undergo regular training to stay current on chassis, electrical systems, and aerial devices, ensuring expert handling of any challenge. Whether it's routine maintenance or complex diagnostics, you can count on expert care and precision with every visit.

Parts

At Golden State, we're dedicated to keeping your apparatus fully operational and mission-ready. That's why we maintain a robust inventory of both Pierce and non-Pierce parts—ready for immediate deployment when you need them most. If a part isn't in stock, we expedite orders directly from the manufacturer to minimize downtime and get your unit back in service without delay.

To make the process even more efficient, our digital Parts Request Portal offers a streamlined, user-friendly experience. It provides 24/7 access to submit requests, monitor order status, and communicate directly with our team—ensuring transparent updates and quicker turnaround times every step of the way.

Mobile Service

To minimize emergency apparatus downtime, we offer a robust mobile service program for on-site repairs and maintenance.

Pre-Delivery Inspection (PDI) Process

We employ a dedicated team of Pre-Delivery Inspection (PDI) technicians solely focused on ensuring your apparatus arrives in peak condition. Before your new custom unit is delivered, it undergoes a thorough, multi-point inspection to verify quality, performance, and compliance with all specifications. Our team handles every detail of the acceptance and delivery process—so you can take ownership with complete confidence and peace of mind.

Your Single Source for Sales and Service

With Golden State Fire, you have a single point of contact for sales, service, and support - all under one roof, with two strategically located facilities to serve you better. We are confident that our combination of expertise, customer service, and product support is unmatched by any other fire and emergency apparatus dealership in California.

END OF EXHIBIT "D"