

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
FIRE AND EMERGENCY RESCUE VEHICLES
#01052215

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The FIRE AND EMERGENCY RESCUE VEHICLES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations

of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01052215". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Department
Fax	+1 (866) 749-6674			Building
Bid Number	01052215			Floor/Room
Title	Fire and Emergency Rescue Vehicles	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	03/05/2015			Email
Close Date	4/17/2015 3:00:00 PM CT	Floor/Room		
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

Supplier Information

Company Maintainer Custom Bodies, Inc.
 Address 909 South East Street
 P.O. Box 151
 Rock Rapids, IA 51246
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (712) 4724725
 Fax 1 (712) 4724727
 Email
 Submitted 4/16/2015 11:25:42 AM CT
 Total \$0.00

Signature David Wunderlin

Email david@mcbfire.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Rock Rapids
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Iowa
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	90
16	Years Experience	Company years experience in this category?	39
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Maintainer Custom Bodies has been in continuous operation since 1976, with origins as Cayel Craft Ambulances which, for over a decade, manufactured industry leading Ambulances to the EMS marketplace.

Years later, with a change in ownership, Cayel Craft became Amtech Emergency Products which continued manufacturing "top of the line" Ambulances but also added custom manufactured Rescue and Specialty vehicles to its product line-up.

With changes in the market place, Amtech Emergency Products shifted its primary focus from the ambulance market to a sole vision on Rescue and Specialty Vehicles and to better accomplish this mission, changed the company name to Rescue Vehicles of Iowa (RVI).

With hundreds of Rescue Vehicles sold and delivered under the RVI badge, the owners sought retirement and sold the company thus becoming Maintainer Custom Bodies, Inc.

From there MCB has continued the tradition of manufacturing the finest Specialty Emergency Vehicles available in the Fire and Emergency Service industry. These include but are not necessarily limited to Walk-around, Walk-in, Combination Rescue Bodies, Command Center Bodies.

We have added new products to the product mix such as Quick Attack rescue vehicles, Wildland Fire crew carriers and full rescue vehicle refurbishment services.

Join the thousands of customers who have purchased MCB products over the years, whether it be a Cayel Craft Ambulance, an Amtech or RVI rescue, or an MCB Specialty Vehicle and see why Maintainer Custom Bodies, Inc. continues to lead the industry setting benchmarks in quality and value!

20 Resellers:

Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

Yes

21 Primary Contact Name

Primary Contact Name

David Wunderlin

22	Primary Contact Title	Primary Contact Title	Sales Manager
23	Primary Contact Email	Primary Contact Email	david@mcbfire.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	417-437-1001
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	877-353-8609
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	417-437-1001
27	Secondary Contact Name	Secondary Contact Name	Brady Graff
28	Secondary Contact Title	Secondary Contact Title	Business Development Manager
29	Secondary Contact Email	Secondary Contact Email	brady@mcbfire.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	712-472-4725
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	712-472-4727
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	712-541-1368
33	2% Contact Name	2% Contact Name	David Wunderlin
34	2% Contact Email	2% Contact Email	david@mcbfire.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	417-437-1001
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	David Wunderlin
38	Purchase Order Contact Email	Purchase Order Contact Email	david@mcbfire.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	417-437-1001
40	Company Website	Company Website	www.maintainercustombodies.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	26-1660488
42	Primary Address	Primary Address	909 South East Street
43	Primary Address City	Primary Address City	Rock Rapids
44	Primary Address State	Primary Address State	Iowa
45	Primary Address Zip	Primary Address Zip	51246
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Fire Truck, Fire Apparatus, Rescue Truck, Rescue Apparatus, Haz-Mat Truck, Haz-Mat Apparatus Specialty Vehicle, Command Vehicle, Command Van, Crew Carrier, Fire Crew Carrier, Walk-In Rescue, Walk-In Apparatus, Walk-Around Rescue, Walk-Around Apparatus, Combination Rescue Truck, Combination Rescue Apparatus, SWAT Team Vehicle, Emergency Response Vehicle, Communications vehicle

47 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) Yes

Line Items

Response Total: \$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name
Danko Emergency Equipment	302 E 4th Street	Snyder	NE	68664	Mark or Dan Kreikemeier
First Class Emergency Vehicles	4009 Waterton Court	Monroe	NC	28110	Tim or Amy Steinmetz
Service Plus Specialty & Towing Equipment	3829 Wades Mill Road	Winchester	KY	40391	Jim Davis
Fire Safety Services, INC.	6228 Township Road 95	Huntsville	OH	43324	Steve or Shawn Spath
North Central Emergency Vehicles	18448 County Road 9	Lester Prairie	MN	55354	Fred Pawelk or Dan Ruschmeier
Northeast Rescue Systems	313 Belgrade Ave	Roslindale	MA	02131	Patrick O'Connor

Contact Email	Contact Phone	Contact Fax	Company Website
	866-568-2200		www.danko.net
	704-821-4882		www.firstclassev.com
	859-744-5949		
	937-686-2000		www.fssohio.com
	320-395-2911		www.ncemergencyvehicles.com
	617-325-3993		www.northeastrescue.com

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

Shelley Morris
Signature of Authorized Company Official

4/14/15
Date

Shelley Morris
Printed Name of Authorized Company Official


Maintainer Custom Bodies, Inc.
Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES X Initial of Authorized Company Official 

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES X Initial of Authorized Company Official 

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES X Initial of Authorized Company Official 

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

MAINTAINER CUSTOM BODIES, INC.

Name of Organization

909 SOUTH EAST ST., ROCK RAPIDS, IA 51246

Address of Organization

Shelley Morris, Gen. Mgr.

Name / Title of Submitting Official

Shelley Morris

Signature of Submitting Official

4/14/15

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000


Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES X Initial of Authorized Company Official 


Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES X Initial of Authorized Company Official 

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.


Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES X Initial of Authorized Company Official 

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.


Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES Initial of Authorized Company Official 


Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES Initial of Authorized Company Official 

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.


Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES Initial of Authorized Company Official 

Provisions for purchase with federal funds for contracts exceeding \$100,000


Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES X Initial of Authorized Company Official 


Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES X Initial of Authorized Company Official 

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES X Initial of Authorized Company Official 

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official:

Shelley [Signature]

Company:

Maintainers Custom Bodies, Inc.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Maintainer Custom Bodies, Inc.

Mailing Address: 909 South East Street (P.O. Box 151)

City: Rock Rapids

State: IA

Zip: 51246

Telephone Number: (712) 472-4725

Fax Number: _____

Email Address: david@mcbfire.com

Authorized Signature: 

Printed Name: Shelley Morris

Position: General Manager

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 5-22-15
TIPS Authorized Signature Date

 5-22-15
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Inwood Fire & Rescue	Inwood	IA	Steve Faber	712-753-2325
Atkins FD	Atkins	IA	Gary Lange	319-446-7400
Williamsburg Rural Fire Co.	Williamsburg	IA	Mark Hulseberg	319-668-1910
City of Cherokee	Cherokee	IA	Dave Lucas	712-225-5749
Jackson Township	Forest	OH	Doug Hankins	419-273-2520
Jonathon Creek FD	Waynesville	NC	Claude Messer	828-926-3579
Ida Grove FD	Ida Grove	IA	Jim Meier	712-364-4818
City of Orange City	Orange City	IA	Dennis Vander Wel	712-230-1255
George VFD	George	IA	Arnie Eben	712-475-3612
Walcott Community FD	Walcott	IA	John Hahn	563-349-3246
Eureka VFD	Eureka	MT	Ron Komac	406-297-3246
Cedar Rapids FD	Cedar Rapids	IA	Don Fox	319-286-5260
Minnehaha county	Sioux Falls	SD	Doug Blomker	605-367-4290
Oakland FD	Oakland	IA	Doug Reed	712-328-5776
Scotland County Rescue	Laurinburg	NC	Neil Smith	910-277-8003
U.S. EPA Region 3	Bethlehem	PA	Christiane Edwards	202-564-2182
Elk Point FD	Elk Point	AB CANADA	Ken Palmarek	780-724-3648
city of Sauk Centre	Sauk Centre	MN	Ted Spanier	320-352-6366
Highland Park FD	Highland Park	IL	Ken Olzewski	847-432-0804
City of Minneapolis	Minneapolis	MN	Nancy Przymus	612-673-2834
City of Marion	Marion	IA	Terry Jackson	319-377-8237
Fort Saskatchewan	Ft. Saskatchewan	AB CANADA	Brian Parker	780-992-6282
Charles county	La Plata	MD	Bill Stevens	301-609-3429
City of Lowell FD	Lowell	MA	Edward Pitta	978-459-5555
Stevens Point FD	Stevens Point	WI	Mark Barnes	715-344-1833
City of Orono/Long Lake FD	Orono	MN	Brad Roehl	952-292-6802
Leduc County Fire Services	Nisku	AB CANADA	Bob Galloway	780-955-7099
Yankton County	Yankton	SD	Larry Nickles	605-668-5289
Corning FD	Corning	IA	Donald Wilett	641-322-4112

Propst Crossroads
City Of marietta

Newton
Marietta

NC
GA

Billie Lionhardt
Dave Dickinson

704-462-1460
404-528-0500



Basic One Year Limited Warranty

1. Maintainer Custom Bodies, Inc. (MCB) warrants to each original purchaser only that the MCB apparatus is free of defects in material and workmanship for a period of one (1) year after the date on which the vehicle is first accepted to the original purchaser.
2. MCB's sole obligation under this warranty is limited to the repair or replacement, as determined by MCB, without charge to the original purchaser, which repairs shall be performed solely by MCB at its principal place of business or at a repair facility selected by MCB. This warranty covers only labor for repair or replacement, which is reasonably necessary, as determined by MCB, to make the repair or replacement deemed necessary by MCB. Any labor, time, or amounts, which are in excess of those reasonably necessary or deemed to be excessive by MCB, are not covered under this warranty. All repairs must be expressly approved in writing by MCB's warranty department. The failure to obtain approval for repairs from MCB or to have the apparatus or item repaired or replaced at MCB or a place designated by MCB shall void this warranty. Any repair or replacement performed by MCB pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.
3. This warranty is non-transferable and terminates upon transfer of ownership, lease, or disposition of the apparatus from the original purchaser to any other person or entity.
4. MCB's obligation to render any performance under this warranty is subject to the following conditions:
 - a) The claimed defect must manifest itself during the warranty period;
 - b) The original purchaser must notify MCB in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser; and
 - c) The claimed defective item or items must be returned to MCB or MCB's designee immediately after notification to MCB with transportation charges pre-paid, unless otherwise directed by MCB. MCB shall have the unconditional right to thoroughly examine the claimed defects, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed defect is covered by this warranty. The failure of MCB to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.
 - d) Any paint or corrosion defect, which is covered by this warranty, shall be limited in cost and manner of repair as set forth above, and this warranty is limited to the exterior surface of the apparatus.

5. This warranty is effective only under normal use and conditions. In addition, this warranty does not cover:
 - a) Damage or corrosion due to improper use, improper maintenance, unauthorized alteration to the apparatus or repairs, chemical deterioration, accidents, or acts of God, or operation beyond rated capacity; or
 - b) Any liability for direct or indirect damages or delays resulting from any defects, including but not limited to, special, incidental or consequential damages, loss of use, and loss of profits; or
 - c) The cost of transporting original purchaser's apparatus or item to or from any repair facility, including, but not limited to, the costs of unloading or reloading any apparatus or any item; or
 - d) Ordinary maintenance services or adjustments; or
 - e) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants, and light bulbs; or
 - f) Any item, which is manufactured by any person or entity other than MCB, which is separately warranted in any manner by said person or entity.

6. This warranty is absolutely void if MCB determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance, or damaged. In addition, this warranty is void if MCB determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim, or that the apparatus or item has been damaged in any accident or by act of God, or that the defect is attributable to any use by the original customer of the product which is contrary to the intended use for which the product was manufactured or designed by MCB. Also, any disturbance of a painted surface due to mounting of any type of equipment by anyone other than Maintainer Custom Bodies, Inc.

7. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MCB NEITHER GIVES, ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON MCB'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY MCB.

8. PERFORMANCE OR REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER MCB NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY MCB AND THE ORIGINAL PURCHASER.

9. MCB reserves the right to make changes in design of and/or improvements on its products or to change specifications on materials as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the MCB apparatus and its components manufactured by MCB are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Any surety bond, if required, shall apply only to the basic one-year warranty and not to any other extended warranty or warranties made by MCB or any of MCB's suppliers.



1 YEAR ELECTRICAL WARRANTY

Subject to the provisions, limitations and conditions set forth in this electrical conversion warranty, MAINTAINER CUSTOM BODIES, INC., hereby warrants to each original purchaser only that each new apparatus is sound and free of all electrical defects of both componentry and workmanship and further warrants that it will maintain such electrical integrity and remain free of damage for a period of **one (1)** year from the date of manufacture, as designated on the manufacturer's certification sticker attached thereto. This warranty terminates upon transfer of possession or ownership by original purchaser.

This warranty is conditioned upon normal use and reasonable maintenance of the unmodified electrical conversion; prompt written notice of all defects to MAINTAINER CUSTOM BODIES, INC., or one of its then authorized dealers in the area; no repairs or additions thereto except by MAINTAINER CUSTOM BODIES, INC., or authorized by it; said defect not resulting from misuse, negligence, accident overloading beyond applicable amperage rating by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

The extent of any repair to the electrical components under the terms of the warranty shall be determined solely by MAINTAINER CUSTOM BODIES, INC. and shall be performed solely at MAINTAINER CUSTOM BODIES, INC. or a repair facility selected by MAINTAINER CUSTOM BODIES, INC. If a part or component requires replacement, MAINTAINER CUSTOM BODIES, INC. will supply a replacement part or component and will bill the customer for that item. To receive warranty consideration, the part or component must be returned to MAINTAINER CUSTOM BODIES, INC. and if the manufacturer deems that part or component to be defective, the customer will be credited for the cost of the replacement item.

MAINTAINER CUSTOM BODIES, INC., reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation in or on its products theretofore manufactured.

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



TEN YEAR ALUMINUM MODULAR BODY STRUCTURAL WARRANTY

Subject to the provisions, limitations and conditions set forth in the warranty, MAINTAINER CUSTOM BODIES, INC. hereby warrants to each original purchaser only that each new modular body (exclusive of paint, finish, hardware, molding, internal cabinets and other accouterments and accessories*) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for a period of **TEN (10)** years from date of manufacture, as designated on the manufacturer's certification plate attached thereto. This warranty terminates upon transfer of possession or ownership by the original purchaser. **GLASS IS NOT A WARRANTABLE ITEM AFTER DELIVERY.**

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

The extent of any repair to the body structure under the terms of the warranty shall be determined solely by MAINTAINER CUSTOM BODIES, INC. and shall be performed solely at MAINTAINER CUSTOM BODIES, INC. or a repair facility selected by MAINTAINER CUSTOM BODIES, INC. If a part or component requires replacement, MAINTAINER CUSTOM BODIES, INC. will supply a replacement part or component and will bill the customer for that item. To receive warranty consideration, the part or component must be returned to MAINTAINER CUSTOM BODIES, INC. and if the manufacturer deems that part or component to be defective, the customer will be credited for the cost of the replacement item.

MAINTAINER CUSTOM BODIES, INC., reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation in or on its products theretofore manufactured.

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

*Covered by separate Warranty



PPG PAINT GUARANTEE

I. Conditions

Refinishing shop agrees to participate in the Certified Commercial Refinisher Program. Refinishing shop agrees to repair defects, which are covered by the warranties set forth in Article III. PPG according in the provisions of Article II will then reimburse refinishing shop. The PPG Certified Refinisher Program shall provide the following limited warranties, which take effect from the date of repair as reported on the Certified Commercial Refinisher Warranty Repair Record. The limited warranties will apply only to repairs performed at the location listed above. Only commercial vehicles, which still have their original factory, finish or previously refinished commercial vehicles that have been stripped to bare metal are qualified for these limited warranties:

To qualify for participation in the program, the refinishing shop must (A) provide safe work environment for all employees by following the guidelines in the PPG Safety checklist: (E-98348) (B) employ a full-time painter certified by PPG National Learning Development Center in PPG systems being warranted (C) maintain excellence showing that any warranted work was performed by the certified painter (or under his supervision) (D) provided each customer with the appropriate Certified Refinisher Limited Warranty and Certified Refinisher Repair Record (E) use PPG recommended application procedures and systems as set forth in the approved warranty application guides (F) use PPG approved Certified Refinisher Limited Warranties and Certified Refinisher Repair Record (G) use only PPG refinish products on any vehicle which is to be covered by one of the Certified Refinisher Limited Warranties and (H) meet the criteria of the Shop Qualification Checklist.

II. Reimbursement

A customer having the Certified Refinisher Repair Record must take the vehicle to the Refinishing Shop that did the work to have an inspection of the defect.

- A. The inspection must be carried out by a Refinishing Shop representative and a PPG refinish representative with final approval for a Jobber credit to be authorized the PPG Refinish District Sales manager.
- B. If it is determined by PPG at the time of inspection that the Refinishing Shop did not follow all PPG application procedures, PPG shall not be liable for the repair of the vehicle. The Refinishing Shop remains liable for repair of the vehicle in accordance with the customer's Certified Refinishing Limited Warranty.

PPG shall reimburse the Refinishing Shop for material and labor through a Jobber credit for any PPG Refinish product specified in the warranty at the current Refinisher price. Reimbursement is for the claims as outlined in the PPG Certified Refinisher Limited Warranties below

- A. Ten (10) full years customer reimbursement on Imron 6000 base coat with 6400S URO primer filler or Prime N Seal

Reimbursement for material and labor will be based on:

- A. The current variable hourly labor rate at the Refinish Shop when the warranty repair work is performed.
- B. An industry recognized estimating system shall be used by the PPG representative to determine the repair time and proper reimbursement.

III Coverage and Exclusions

The Certified Refinisher Limited Warranties only apply to areas as described on the Certified Refinisher Repair Record and which are prominent and extensive for the following:

- A. Cracking
- B. Checking
- C. Severe loss of color and gloss caused by cracking or fading
- D. Peeling of the topcoat or any of the layers of film included in the refinishing process.

Not included in the Certified Refinisher Limited Warranties are:

- A. Previously repainted or repaired OEM finishes prior to painting with PPG and the issue of the Certified Refinisher Repair Record unless vehicle was stripped to bare metal.
- B. System failure due to pre-existing rust. This includes blemishes or blistering caused by the rust.
- C. Scratches, abrasions or stone chips caused intentionally or accidentally.
- D. Damages caused by accidents.
- E. Damage due to the paint caused by improper abrasive detergents or waxes, acid rain, industrial emissions of volatile or corrosive substances.

Refinishing Shop Record Keeping

The refinishing shop must retain the following documents for six (6) years after the repair and make them available to a PPG Representative upon request:

- A. The original customer invoice
- B. The original customer repair order
- C. A copy of the Certified Refinisher Repair Record.

Certified Refinisher Repair Record Not Transferable

The Certified Refinisher Repair Record and Certified Refinisher Limited Warranties are not transferable and are only valid to the owner of record at the time of original repair.

Termination

The Agreement may be terminated by either party upon ten (10) days written notice. All previous obligations prior to termination remain in effect. In the event of termination for any reason, the Refinishing Shop will immediately cease the "PPG Certified Commercial Refinisher Limited Warranty" program including certificates and individual limited warranties.

Emergency Vehicle Specialists

RESCUE | Performer™, Responder, Heavy, Medium & Light Duty Rescue

FIRE | Quick Attack/Urban Interface, Mini-Pumpers, Brush Trucks

SPECIALTY | Mobile Command & Control, HazMat, Communications, Refurbs



MAINTAINER CUSTOM BODIES, INC.

909 S. EAST STREET | ROCK RAPIDS, IA 51246 | 800-843-4288

www.mcbfire.com

The



Advantage

DURABILITY AND STRENGTH

**THE STRONGEST BODY &
FRAME IN THE INDUSTRY!**

- 1" x 3" Solid Aluminum Main Body Frame Rails
- Fully Welded Aluminum Extruded Body Structure results in a strong, yet lightweight vehicle
- Stainless Steel Plumbing

EXCEPTIONAL PAINT & FINISH

PPG 2-STAGE PAINT

Color sanded and buffed for a smooth high-gloss finish

STORAGE GALORE WE CREATE SPACE!

Our engineers can design your vehicle to store all of your vital equipment

MULTIPLEX CERTIFICATION

- Class 1 Es-Key Multiplex
- Weldon Multiplex

Spartan, HME, and all commercial chassis available

PREMIUM Vehicle



WALK-IN RESCUES



SPECIALTY VEHICLES



QUICK ATTACK/URBAN INTERFACE



REFURBS

Trucks **CUSTOMIZED** To Your Specifications



WALK-AROUND RESCUES



Built To Handle The Toughest Conditions



COMBINATIONS



Compartment Storage



Roof Storage



MINI-PUMPERS



Storage Drawers



Slide-Out Shelves



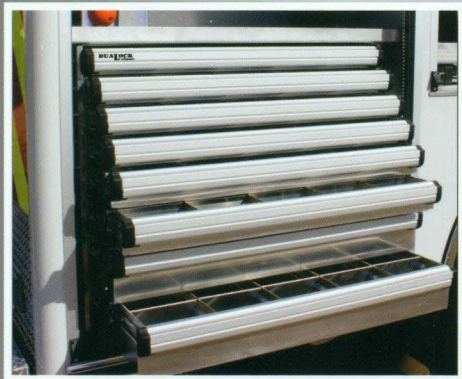
BRUSH TRUCKS



1" x 3" Body Rail Material

OPTIONS & ACCESSORIES

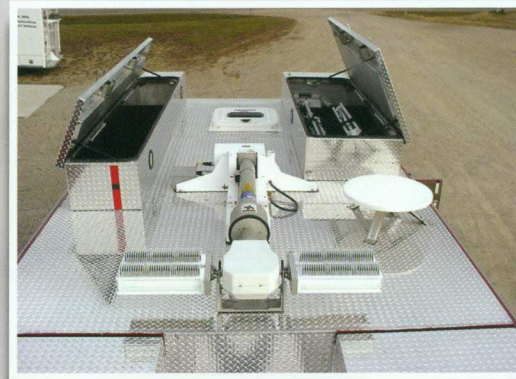
ALL MCB VEHICLES ARE FULLY FEATURED WITH HUNDREDS OF OPTIONS TO CHOOSE FROM: Foam Systems, Pumps, Cascade Systems, Generators, Light towers, *DuaLock™* Drawer Systems, Roll-Out Trays and Tool Boards, Adjustable Shelves, Electric Cord Reels, Hydraulic Power Units, Rear View Cameras, SCBA Holders and Brackets, Customized Graphics, AND MORE!



DuaLock™ Drawer Systems



Mobile Command and Control



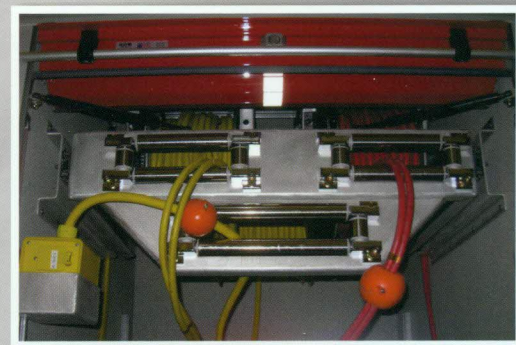
Roof Storage & Walkways



Custom manufactured cabinetry



Bumper Storage Compartments



Extending reel roller assemblies.

PERFORMER™ SERIES SHRINKING BUDGET DOLLARS?

MCB's Performer™ line offers outstanding value at very competitive prices. You can have a fully customized rescue vehicle that meets your specific needs while working within your budget requirements!

Available in standard walk-around configuration lengths of 10', 12', and 14' body lengths to easily match up with most commercial and custom chassis standard wheel bases.

RESPONDER SERIES

MCB'S PREMIER RESCUE LINE
Fully-Featured, Fully-Customizable,
and Value Packed!

Choose from thousands of currently available options or custom-design something to meet your exact requirements. Nothing is "Out-of-bounds"!

RESPONDER AVAILABLE IN 3 MODELS:

- Walk-Around Configuration
- Walk-In Configuration
- Combination Configuration

**WHATEVER YOUR NEEDS, WE CAN CUSTOM-DESIGN
AND MANUFACTURE A SOLUTION**



MAINTAINER CUSTOM BODIES, INC.

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www.mcbfire.com

FORMERLY MANUFACTURED AS:

