



Equipment Proposal

Proposal # Remount

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 31, 2024 ("Proposal Date")

Customer: Hall County Fire Rescue ("Customer")

Customer Address: 470 Crescent Dr Gainesville, GA 30501

Qty	Product Description & Options	Price
2	Remount of Osage Super Warrior on to F550 4x4 diesel chassis FSA Contract #FSA23-VEF17.0 Item #571	\$357,827
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$715,654

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24-28 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Hall County Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: _____

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Eric Wilcox**

Date: _____

Date: **7-31-24**

EXHIBIT A

PROPOSAL OPTION LIST

OSAGE INDUSTRIES, INC.

Qty		Total
<u>1</u>	F-550, 193" W.B., 4x4 EST	<u>\$76,200.00</u>
<u>1</u>	Option: Liquid Spring Suspension - Rear Only	<u>\$14,500.00</u>
<u>1</u>	Option: OEM Aluminum Wheels	<u>\$1,300.00</u>
<u>1</u>	Power driver seat and adjustable pedals All 2026 Chassis Will Be Equipped With 17V	
Qty	SECTION 1 - LED LIGHTS	
<u>1</u>	Whelen Pioneer PFH2 recessed in front of module below condenser	<u>\$1,750.00</u>
Qty	SECTION 2 - Whelen M-Series Lighting	
<u>7</u>	Whelen M9 LED R, B, A, R/B or R/A	<u>\$2,940.00</u>
<u>4</u>	Whelen M7 LED R, B or A 2 grille on grille guard and 2 front intersection	<u>\$1,240.00</u>
<u>14</u>	Whelen M9 Chrome Flange	<u>\$420.00</u>
<u>10</u>	Whelen M7 or M6 Chrome Flange	<u>\$250.00</u>
<u>1</u>	Lenses Cannot Be Replaced on M Series Lights, Added the New Flanges	
Qty	SECTION 3 - LIGHT AND LENSES	
<u>2</u>	Cab Reading Light 1/2 Red 1/2 White (Technique)	<u>\$490.00</u>
<u>4</u>	Whelen ION-T Red LED strip lights in rub rails Ref J3417	<u>\$820.00</u>
Qty	SECTION 4 - SIREN AIR HORNS	
<u>1</u>	Replace face plate for siren heads in cab console 1-Whelen 295, 1-EQ2B	<u>\$1,239.00</u>
<u>1</u>	Replace siren speakers in bumper with new 1 Pair Standard, 1 Pair Federal ES100	<u>\$870.00</u>
Qty	SECTION 5 - SWITCHPANEL, INVERTER, CHARGES, SHORELINES	
<u>1</u>	Vanner LSC 12-1100 Inverter / Battery Conditioner	<u>\$1,995.00</u>
<u>1</u>	Iota P.C. 30 Battery Charger	<u>\$335.00</u>
<u>1</u>	Kussmaul Auto Eject cover plate only (red)	<u>\$75.00</u>
<u>1</u>	Hidden Switch in Grill for Front Door Unlock (F-Series) includes intermotive lock module	<u>\$400.00</u>
<u>1</u>	Shoreline Indicator at Shoreline	<u>\$250.00</u>
<u>1</u>	Add 110 Outlet (Addition)	<u>\$190.00</u>
<u>1</u>	Add 12 Volt Outlet (ignition Hot)	<u>\$80.00</u>
<u>1</u>	Kussmaull bar graph indicator for charging above shoreline	<u>\$180.00</u>
<u>1</u>	Move antennas from module roof to cab roof, fill in existing holes	<u>\$300.00</u>
<u>1</u>	Replace vista on curb side with 4 pod to match new builds (return existing vista) Ref J3417	<u>\$650.00</u>
<u>1</u>	Re-wire, Re-program Weldon V-Mux System in Existing Truck	<u>\$650.00</u>
Qty	SECTION 7 - INTERIOR	
	Remove Old Flooring, Replace wood sub floor, Inspect Aluminum and repair reseal to exterior. Replace with Seamless one-piece Lon Plate Flooring with New Trim and Cot Mount Plates, Replace stainless sill's & skid tape	
<u>1</u>	Specify Color: Grey 157 Flecks	<u>\$2,900.00</u>
<u>1</u>	Spray stainless door sills at side & rear entry with Black rubber liner	<u>\$250.00</u>
<u>1</u>	Sand & Polish Corian Countertop	<u>\$275.00</u>
<u>1</u>	Replace Stainless Steel Kick Plate on Left Wall and Squad Bench	<u>\$1,750.00</u>
<u>1</u>	Replace Stainless Steel drawer face (each)	<u>\$80.00</u>
Qty	INTERIOR	
<u>1</u>	EVS EMT Seat w/Child Seat and 6-pt Seatbelt w/Base 102 Gunmetal	<u>\$2,750.00</u>

10	Replace Plexie Glass (per cabinet section)	\$1,900.00
1	Front Console for Type I with Arm Rest and Storage (upgrade) Match current builds Ref J3417	\$390.00
1	Recover all colored pads in Osage box-Vinyl (Doesn't incl. EVS Seat Pads) 102 Gunmetal	\$1,125.00
Qty	INTERIOR	
2	Coat Stainless Grab Rail Yellow (each)	\$300.00
4	Coat Stainless Door Pull Yellow (each)	\$520.00
1	Remove existing south park handle and fill in holes	\$75.00
1	Install new customer supplied Knox Med Vault in current location	\$150.00
1	Reconfigure front wall to match new builds this will delete the 2 Medi kool units and put in one Micro H. The roll up door area will get larger and there will be a cabinet above. Ref drawings for new builds. This will include insatlling new one (1) 12V outlet and one (1) new 110 outlet	\$5,480.00
1	Cover up existing suction recess on streetside. Delete the recess from the outside compartment as well and replace shelf with full sized shelf	\$500.00
Qty	SECTION 8 - COT MOUNTS, STAIR CHAIR, MONITOR BRACKETS	
1	Stryker Power Load	\$55,000.00
Qty	SECTION 9 - HVAC SYSTEM	
1	Auxiliary condenser mounted on front of box, (if applicable) requires removing interior cabinets (relocate to match new builds and fill in exisiting holes)	\$2,900.00
1	Mermaid Micro H / Micro depth cabient installed in front wall (CONSTANT HOT)	\$3,800.00
1	Engine Driven AC Compressor (Requires Auxiliary condenser Option Also)	\$4,705.00
1	Ac system to be replaced with Danhard 917 equivilant. This includes changing the front condenser to the new style, lowering condenser from currnet location and insatlling 7 M9's above to match new builds. Fill existing holes and repaint	\$750.00
Qty	SECTION 10 - MIRROR, HIND-SIGHT, BACKUP CAMERA & SPOTLIGHTS	
1	Remove & Reinstall Reverse Camera (Incl. New Mounting Plate)	\$175.00
Qty	SECTION 12 - EXTERIOR	
1	Cab Running Board with Grip Strut Inserts	\$1,350.00
1	Rear Step Bumper with Flip-Up Center Section	\$1,200.00
1	Diamond Plate Rear Full Width (stainless not Diamond plate)	\$425.00
1	Diamond Plate Stone Guards Front (pair) (stainless not diamond plate)	
1	License Plate Holder Cast Aluminum (Standard in Package)	\$120.00
1	Zico Retractable Side Entry Step	\$3,475.00
1	Rear Wheel Fender (Pair) Stainless Steel	\$675.00
1	Adjustable Shelf In Exterior Compartment with one Shelf #2 Comp Replace Existing With Full Size Shelf	\$240.00
Qty	EXTERIOR	
1	Dry Deck in all Exterior Compartments (5 Compartments) 6 total	\$675.00
10	Rotarary Door Latch each	\$550.00
3	Door Window Hehr Replacement Sliding Glass(each)	\$630.00

<u>1</u>	Reflective Tape in Osage Rub Rail Color: <u>R/W</u>)	<u>\$415.00</u>
<u>4</u>	Aluminum Rub Rails (each) Osage Style	<u>\$700.00</u>
<u>1</u>	Cast rear door grabbers (pair) One Pair Standard	<u>\$200.00</u>
<u>1</u>	Laverne Black Grill Guard (Prowler)	<u>\$1,950.00</u>
<u>Qty</u>	EXTERIOR	
<u>1</u>	Truck Number Holders (Painted Box Color) each	<u>\$550.00</u>
<u>1</u>	Aluminum Bracket to Hold in Backboards	<u>\$100.00</u>
<u>1</u>	DA sand aluminum in 5 exterior compartments and door skins	<u>\$1,500.00</u>
<u>Qty</u>	SECTION 13 - PAINT, TAPE, LETTERING	
	OSAGE BOX Sandblast all original paint including door jams and repaint with PPG paint (see procedure for details). (Does not include Re-Lettering) 151" Box or longer (includes New LED clearance lights, door switches, any bad rotary latches and rusted Nader pins)	
<u>1</u>		<u>\$19,000.00</u>
<u>1</u>	Paint any color other than White , Includes Red, Yellow, Blue, Silver ect.	<u>\$1,400.00</u>
<u>1</u>	Wet-sand and Buff Paint on 151" Box or over	<u>\$4,050.00</u>
<u>1</u>	Paint Cab and Box - Two Colors (Door Jams Included)	<u>\$6,300.00</u>
<u>1</u>	Paint Box Roof White on Colored Box	<u>\$950.00</u>
<u>1</u>	6" 3M Reflective Diamond Grade Chevrons, Two Alternating Color Around Doors	<u>\$3,275.00</u>
<u>3</u>	Add Two-Color, 6" Reflective Bottom of Entry Door, each (18" Tall)	<u>\$600.00</u>
<u>1</u>	Labor To Remove Old Chevrons From Entry Door Panels	<u>\$150.00</u>
<u>1</u>	6" Chevron Diamond Grade Two Colors Rear Doors	<u>\$1,540.00</u>
<u>1</u>	Graphics to match layout for new builds Hall County	<u>\$4,887.00</u>
<u>1</u>	Repaint interior aluminum cabinets marble stone	<u>\$12,700.00</u>

EXHIBIT B

WARRANTY



194 County Road 302 • Linn, MO 65051
Office: (573) 897-3634 • Toll Free: (800) 822-3634 • Fax: (573) 897-3113

July 16, 2024

To Whom It May Concern,

As part of the remount process the structure of the ambulance module will be inspected and any necessary warranty repairs will be completed. The original Lifetime Structural Warranty will be extended to the remounted ambulance. Only the original manufacturer has the ability to offer a structural warranty extension.

Please contact us with any questions or concerns you may have regarding the Warranty on Osage Remounts.

Regards,

Paul Marshall
Cell: 314-566-4991
Email: pmarshall@osageind.com



EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

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

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, 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, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.