

**RESOLUTION NO. 15-43**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AGREEMENT FOR ONE 2015 (OR NEWER) CHEVROLET G4500 6.6L DURAMAX DIESEL "TRAUMAHAWK" TYPE III AMBULANCE CHASSIS FROM AMERICAN RESPONSE VEHICLES (ARV) WITH CUSTOM MANUFACTURED PATIENT COMPARTMENT, AND SPECIFIED EQUIPMENT FOR THE TOTAL PURCHASE PRICE OF \$169,597.00.**

**WHEREAS**, proposals were solicited for the purchase of one 2015 (or newer) Chevrolet G4500 ambulance chassis with new, custom manufactured ambulance body/module (patient compartment) with specified equipment, the proposal from American Response Vehicles (ARV) is recommended.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, on or after July 1, 2015, the City Manager, be and he is hereby authorized to enter into a purchasing agreement with American Response Vehicles (ARV) in Columbia, Missouri, for the purchase of one (1) 2015 (or newer) Chevrolet G4500 ambulance chassis with new, custom manufactured ambulance body/module (patient compartment) including specified loose equipment for the purchase price as indicated:

**FURTHER**, that funds for such purpose will be authorized in the General Fund of the FY2016 Annual Budget.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22<sup>nd</sup> DAY OF JUNE, 2015.**



\_\_\_\_\_  
Mayor Bill Garnos

ATTEST:



\_\_\_\_\_  
Ruth E. Bocchino

# Memo

**To:** Kirk L. Davis, City Manager

**From:** Chief Michael J. Hasty, Director of Public Safety *MJH*

**CC:** Scott Wingerson, Assistant City Manager  
Debra Dailey, Director of Finance  
Randall Thompson, City Attorney  
Ruth Bocchino, City Clerk  
Deputy Chief Robert M. Baer, Fire/EMS Division Commander  
Glen Whitten, Construction Contracts Coordinator

**Date:** June 15, 2015

**Re:** NEW AMBULANCE PURCHASE

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The City Council approved the Fiscal Year 2016 Budget at their regular City Council Meeting on June 8, 2015. Included in the budget is funding for a new ambulance. The funds for the purchase of the new ambulance originate from a combination of a grant provided by the developers of the Linden Woods Project (\$100,000.00) and reserves set aside for ambulance acquisitions established with a property tax approved by voters in 2005 (\$30,000.00 per year). A total of \$190,000.00 is available from these sources for the purchase of a new ambulance.

Specifications for a new ambulance were developed by Deputy Chief Robert Baer and staff from the Fire/EMS Division in the Public Safety Department and published in a Request for Proposal (RFP) in March, 2015. Quotes/Bids from five (5) vendors were received in response to the RFP however, all of the bids exceeded the funds available. After a review of the bids and the specifications outlined in the RFP, it was decided to contact all vendors who submitted bids/quotes and ask them to re-submit amended bids without the cardiac monitor and without the WatchGuard camera system however, retain they were asked to keep all remaining details and specifications in the RFP in the amended bid/quote. Each vendor submitted their amended bids as follows:

- ESS (Emergency Services Supply) representing Osage Ambulances - \$198,365.00
- Firefox Rescue Equipment representing McCoy-Miller Ambulances - \$193,333.00
- American Response Vehicles representing AEV Ambulances - \$169,597.00
- Taylor Made Ambulance - \$161,697.00
- Feld Fire representing Wheeled Coach Ambulances - \$187,727.00

As indicated in my earlier memorandum (MJH 15-18 dated April 29, 2015) the review of the proposals revealed all vendors complied with the bid specifications with the exception of Taylor Made Ambulance. The proposal from Taylor Made Ambulance contained two significant exceptions: (1) windows in the patient compartment were not recessed into the door panels and (2) no information was submitted regarding crash tests "similar in scope to testing performed by the National Highway Traffic Safety Administration and the Insurance Institute for Automobile Safety to verify the crashworthiness of passenger vehicles." The proposal from Taylor Made Ambulance was rejected due to the exceptions to the bid specifications noted.

Upon review of the remaining proposals, the bid submitted by American Response Vehicles was the lowest price quote and met the specifications outlined in the RFP. It is recommended the city accept the bid/quote from American Response Vehicles for delivery of a new ambulance with custom patient compartment (module), and specified loose equipment for the total purchase price of \$169,597.00. Deputy Chief Baer will work with City Attorney Randall Thompson to complete the details and final form of a purchasing agreement.

A resolution authorizing you to sign an Ambulance Purchasing Agreement from American Response Vehicles on or after July 1<sup>st</sup>, 2015 will be on the June 22, 2015 City Council Meeting Agenda. It is anticipated you will sign an Ambulance Purchasing Agreement on July 1, 2015 and once the agreement is executed, construction will commence on the new ambulance. Delivery of the new ambulance will be 120 to 180 days after receipt of the order. The new ambulance should be delivered, according to the terms of the purchasing agreement, no later than December 31, 2015. Please advise if you have any questions or need additional information.

# Memo

**To:** Director Mike Hasty  
**From:** Deputy Chief Robert Baer  
**Date:** May 28, 2015  
**Re:** Ambulance Bids

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Sir,

Over the past several months, Battalion Chief Atkins, P/FF Wessel, P/FF Minor and I, have worked within a committee to develop specifications for the purchase of a new ambulance. After speaking with personnel, it was clear that a Type III chassis was the preference of most paramedics.

After developing the specifications, they were published and sent out to multiple ambulance manufacturers. On March 17, 2015, at 10:00 Hrs, the bids were opened by Glen Whitton in the Council Chambers. The following is a list of vendors and the bids provided:

**ESS (Emergency Services Supply) representing Osage Ambulances: \$239,189.00**

**FireFox Rescue Equipment representing McCoy Miller Ambulances: \$246,614.00**

**American Response Vehicles representing AEV Ambulances: \$212,884.00**

**Taylor Made representing Taylor Made Ambulances: \$202,245.00**

**Feld Fire representing Wheeled Coach Ambulances: \$236,964.00**

Although Taylor Made submitted the lowest bid, there were two (2) major exceptions taken from the published bid specifications.

- 1) Windows were not recessed into the door panels as specified; rather a window insert was used.
- 2) No safety crash data was supplied by the vendor as specified.

Because all bids exceeded the \$190,000.00 allocated for this project, the Zoll X-Series cardiac monitor, valued at approximately \$33,637, The Watchguard forward facing camera system, valued at approximately \$6,500, and a pre-build trip for two committee members to the factory, valued at \$2,700, were removed from the bids.

All vendors, who had submitted bids, were notified on April 30, 2015 and asked to resubmit their bids based on the removal of the above-mentioned equipment. As a result, the following bids were obtained:

**ESS (Emergency Services Supply) representing Osage Ambulances: \$198,365.00**

**FireFox Rescue Equipment representing McCoy Miller Ambulances: \$193,333.00**

**American Response Vehicles representing AEV Ambulances: \$169,597.00**

**Taylor Made representing Taylor Made Ambulances: \$161,697.00**

**Feld Fire representing Wheeled Coach Ambulances: \$187,727.00**

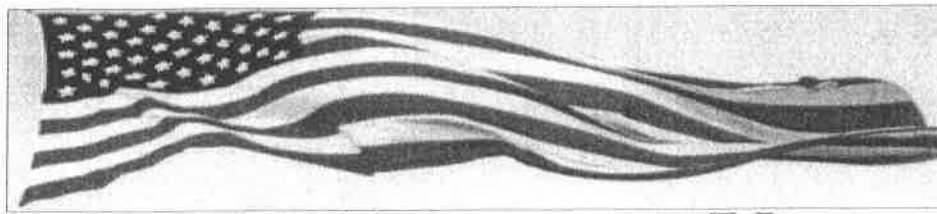
After removing the costs of the additional items from all submitted bids, it was determined that the bid submitted by American Response Equipment, representing American Emergency Vehicles (AEV), was within the allotted funding and also in compliance with the specifications published by the City. Therefore, it is my recommendation that the City of Gladstone purchase the ambulance from American Response Equipment in the amount of **\$169,597.00**

A handwritten signature in black ink, appearing to read 'R. M. Baer', with a long horizontal flourish extending to the right.

Respectfully,

Robert M. Baer

Deputy Chief



# AMERICAN RESPONSE VEHICLES

*Helping Emergency Services Save Lives*

April 22, 2015

Deputy Chief Bob Baer  
Gladstone Public Safety Department  
7010 North Holmes  
Gladstone, MO 64118

Dear Deputy Chief Baer,

Thank you for your consideration of American Response Vehicles (ARV), and American Emergency Vehicles (AEV). AEV is the largest and most reliable ambulance manufacturer. AEV is a full line ambulance manufacturer. AEV produces Type I, II, and III ambulances in both standard and custom configurations. From our standard Type II ambulance to our Custom Critical Care Units, AEV ambulances are built with the highest attention to detail. This high quality, reasonable price, and excellent delivery schedule has propelled AEV from one of the smallest to the largest ambulance manufacturer over the last ten years. We are the only manufacturer to perform Crash Testing at 42mph with 2 vehicles. The results are outstanding with no interior damage and all doors are still able to open.

I would like to make the following proposal:

**2015 AEV172"x95"x72" TraumaHawk Type III Ambulance**

Chevrolet G4500, 6.6L Duramax Diesel	\$222,284.00
Less AEV and Ford Discounts	\$9,400.00
<b>Discounted Price</b>	<b>\$212,884.00</b>

**Addendum**

1. Revised Zoll Proposal	(-\$33,637.00)
2. Delete Forward Facing Camera	(-\$6,500.00)
3. Delete PreBuild Inspection Trip	(-\$2,700.00)
4. Delete IDPH Front Sway Bar	(-\$450.00)

<b>TOTAL DISCOUNTED PRICE</b>	<b>\$169,597.00</b>
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Delivery will be 120 to 180 days after receipt of order. Terms are net on delivery or active lease-purchase. The above pricing includes a Stryker Cot, and Stryker Stair Chair.

All AEV ambulances are built to exceed Federal requirements of F.M.V.S.S. and KKK-A-1822-F.

The warranty on our all aluminum fully welded modular body is 20 years. Our conversion warranty including our electrical system, paint, and graphics is 7 years or 70,000 miles.


Thank you for your consideration of AEV. We look forward to providing you with the very best ambulance available in the market today. If I may be of any assistance, please contact me at 1-888-448-8881.

Sincerely,

Ned Clifton  
Sales Manager

# Memo

**To:** Kirk L. Davis, City Manager

**From:** Chief Michael J. Hasty, Director of Public Safety 

**CC:** Scott Wingerson, Assistant City Manager  
Debra Dailey, Director of Finance  
Randall Thompson, City Attorney  
Ruth Bocchino, City Clerk  
Deputy Chief Robert M. Baer, Fire/EMS Division Commander

**Date:** April 29, 2015

**Re:** NEW AMBULANCE PURCHASE

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During the process of reviewing the Linden Woods Project in 2014, the developers agreed to provide \$100,000.00 as a grant to help fund a new ambulance for the City of Gladstone. These funds were placed in escrow with an agreement to utilize these funds before December 2017. In 2003, a citizen-based strategic planning process, "*Gladstone on the Move*," recommended increasing property tax on Gladstone property owners and setting aside \$30,000.00 each year from this tax in a reserve account to be used to acquire new ambulances as needed. This increase was approved by the City Council and Gladstone voters in 2005.

It is anticipated this reserve account will have a balance of \$90,000.00 in Fiscal Year 2016. It was decided to combine the grant funds from the Linden Woods Project with the reserve funds making \$190,000.00 available in Fiscal Year 2016 to purchase a new ambulance. This acquisition was included in the FY 2016 Budget presentation to the City Council at their Study Session on April 27, 2015. It is anticipated this will be included in the final budget when presented to the City Council in June, 2015.

In preparation for this acquisition, earlier this year, Deputy Chief Robert Baer assembled the following personnel in the Fire/EMS Division to research and create detailed specifications for the purchase of a new ambulance: Battalion Chief Brett Atkins, Paramedic/Firefighter Ellie Minor, and Paramedic/Firefighter Travis Wessel. These individuals, along with Deputy Chief Baer, comprised the Ambulance Specification Committee and they completed their work in February which is documented in the eighty-seven page Request for Proposal (RFP) entitled, "*Invitation to Submit*



*Competitive Bids for Ambulance and Equipment.*" Deputy Chief Baer managed the process of creating the specifications for the new ambulance with equipment and partnered with Glen Whitten, Construction Contracts Administrator in the Finance Department, to advertise and receive competitive bids for the construction of a new ambulance with equipment.

Mr. Whitten published notice of the bid in the Kansas City Star newspaper and Public Information Coordinator Richard King ensured the bid announcement was posted on the city's web site on March 1, 2015. The announcement included a notice the sealed bids received would be opened at 10:00 AM on March 17, 2015. Deputy Chief Baer sent information on the bid process to the following ambulance manufacturers: Wheeled Coach Industries, Road Rescue Inc., Horton Emergency Vehicles, Medtech Ambulance Corporation, McCoy-Miller Emergency Vehicles, American Emergency Vehicles (AEV), and Osage Industries.

Quotes/bids were received from the following five companies:

- ESS (Emergency Services Supply) representing Osage Ambulances - \$239,189.00
- Firefox Rescue Equipment representing McCoy-Miller Ambulances - \$246,614.00
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Deputy Chief Baer and members of the Ambulance Specification Committee reviewed each of the proposals; analyzing price quotes and identifying any exceptions to the bid specifications. Each of the bids received exceeded the amount budgeted for this acquisition and consideration was given on how to bring the cost of the new ambulance within the funds available. Deputy Chief Baer reviewed the equipment included in the RFP to determine what could be deleted.

The review of the proposals revealed all vendors complied with the bid specifications with the exception of Taylor Made Ambulance. The proposal from Taylor Made Ambulance contained two significant exceptions: (1) windows in the patient compartment were not recessed into the door panels and (2) no information was submitted regarding crash tests "similar in scope to testing performed by the National Highway Traffic Safety Administration and the Insurance Institute for Automobile Safety to verify the crashworthiness of passenger vehicles." The proposal from Taylor Made Ambulance was rejected due to the exceptions to the bid specifications noted.

Upon review of the remaining proposals, the bid submitted by American Response Vehicles was the lowest price quote. Upon consultation with you, it was decided to delete the Zoll cardiac monitor and Watchguard, Inc. camera system from the list of equipment on the bid specifications. On Wednesday, April 29, 2015, Deputy Chief Baer sent notifications (via email) to all five companies submitting proposals informing them of the equipment being removed from the bid specifications and offering them the opportunity to submit a revised proposal within seven days.

Deputy Chief Baer contacted Ned Clifton, Sales Manager for American Response Vehicles to review their proposal. Pursuant to that review, Chief Baer recommended deleting the Zoll cardiac monitor (\$33,637.00), the Watchguard, Inc. camera system (\$6,500.00), a "pre-inspection" trip for two ambulance committee members to the manufacturing plant (\$2,700.00), and the IDPH front sway bar (\$450.00). A total of \$43,287.00 was deleted from the American Response Vehicles

proposal. The final price for delivery of a new ambulance, meeting all other bid specifications and equipment requirements, is \$169,597.00.

We are awaiting revised proposals from the other vendors however, we have no reason to expect any other bid will be lower than the final price offered from American Response Vehicles. Deputy Chief Baer has recommended accepting the proposal from American Response Vehicles and I concur with his recommendation.

With your approval, once the Fiscal Year 2016 Budget is approved by the City Council, a resolution authorizing you to sign an Ambulance Purchasing Agreement from American Response Vehicles on or after July 1<sup>st</sup>, 2015 will be on the June 22, 2015 City Council Meeting Agenda. It is anticipated you will sign an Ambulance Purchasing Agreement on July 1, 2015 and once the agreement is executed, construction of the new ambulance will commence. Delivery of the new ambulance will be 120 to 180 days after receipt of the order. The new ambulance should be delivered, according to the terms of the purchasing agreement, no later than December 31, 2015. Please advise if you have any questions or need additional information.

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**Date:** April 29, 2015  
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After removing the costs of the additional items from all submitted bids, it was determined that the bid submitted by American Response Equipment, representing American Emergency Vehicles (AEV), was within the allotted funding and also in compliance with the specifications published by the City. Therefore, it is my recommendation that the City of Gladstone purchase the ambulance from American Response Equipment in the amount of **\$169,597.00**

A handwritten signature in black ink, appearing to read 'R. M. Baer', written in a cursive style.

Respectfully,

Robert M. Baer

Deputy Chief

AMERICAN RESPONSE VEHICLES, INC. AUTHORIZED REPRESENTATIVE

ORIGINAL

## ADDITIONAL TERMS AND CONDITIONS

1. All vehicles will be freighted FOB Columbia, MO or factory, and delivered C.O.D. Payment can either be made by cashier's check or wire transfer only. Government entities (backed by Government funds) can make payment by Government check.
  2. Any warranty claims will be handled exclusive of total payment of vehicle. Please see warranty section of your Owner's manual for all information pertaining to warranty.
  3. If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to American Response Vehicle, Inc., until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraise value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to American Response Vehicles, Inc. Any trade-in vehicle shall have no deferred maintenance.
  4. Purchaser agrees to deliver to American Response Vehicles, Inc. satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to American Response Vehicles, Inc. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
  5. Manufacturer has reserved the right to change the design of any new motor vehicle, as is, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to American Response Vehicles, Inc. or being manufactured or sold in accordance with American Response Vehicles, Inc. orders. Correspondingly, in the event of any such change by the Manufacturer, American Response Vehicles, Inc. shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
  6. American Response Vehicles, Inc. shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of American Response Vehicles, Inc.
  7. The price for the motor vehicle specified on the face of this Order includes reimbursement for any Fleet Incentive Discounts, and Federal Excise taxes, if applicable, but does not include sales taxes, use taxes or occupational taxes based on sale volume, (Federal, State or Local) unless expressly so states. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
- USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY AMERICAN RESPONSE VEHICLES, INC. WARRANTY OR SERVICE CONTRACT IS FURNISHED BY AMERICAN RESPONSE VEHICLES, INC. TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", **AND** THE SELLER HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM AMERICAN RESPONSE VEHICLES, INC. ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
  9. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.



# *AMERICAN RESPONSE VEHICLES*

*Helping Emergency Services Save Lives*

July 1, 2015

Gladstone Public Safety Department

Exhibit "A"

Additional Items Provided By American Response Vehicles

1. Stryker MX Pro R4
2. Stryker Stair Chair
3. Final Inspection to the Factory for Two Members of GPSD, and ARV Rep.
4. Custom Graphics Done By Everlasting Signs.



## ***AEV Modular Body Warranty***

**American Emergency Vehicles (AEV)** warrants to the owner of each **AEV** modular vehicle body that, for a period of twenty (20) years following the date of delivery of the body, **AEV** will repair or replace, at **AEV**'s option, body elements or components which fail because of structural defects relating to material or workmanship, with the provision that **AEV** shall not be liable for an amount greater than the remaining value of the body at the time of the claim.

**AEV** shall not be responsible for cost incurred by the owner for correction of deficiencies covered by this warranty unless express authorization for such expenses has been granted in writing by **AEV**. Gratuitous settlements by **AEV** of alleged defects not within the scope of this warranty do not constitute admissions of warranty coverage, nor impose an obligation on **AEV** to make any such settlements.

This warranty applies only to the original buyer. Is valid only as long as the body is mounted on the original chassis or the body has been remounted by **AEV** or by an authorized agent of **AEV**. This warranty is accepted by the buyer in lieu of all other warranties express or implied, including, but not limited to, any implied warranty of merchantability or purpose, and of all other obligations or liabilities on the part of **AEV**. Responsibility for the fulfillment of the warranty by **AEV** will be limited to the express terms of this warranty statement.

Oral statements made by agents of **AEV** do not constitute warranties and shall not be relied upon as such by the buyer.

In no event shall **AEV** be liable for any expenses, anticipated profits, damages, or any other losses incurred by the buyer in connection with the purchase, use or resale of **AEV** bodies.

### **CONDITIONS:**

- A. This warranty is valid only if in the United States of America and this **AEV** product is sold without any warranty, express or implied, if used or sold outside the United States.
- B. **AEV** reserves the right to make changes in design or improvements to its products or parts thereof without obligation to make or install such changes in any previously built product.
- C. **AEV** neither assumes nor authorizes any person to assume for it any obligation or warranty other than that stated in this warranty.
- D. Repair or replacement of any parts or products under this warranty by **AEV** shall not extend this warranty beyond the original warranty period.
- E. **AEV** does not warrant the workmanship of customer-negotiated installers or repairers and will not bear any cost occasioned by faulty or incorrect installation, or damage by non-**AEV** personnel.
- F. **AEV** shall not be liable for any loss of time, labor, equipment rental, lost profits, or other consequential damages of any kind whatsoever in connection with the sale and use of its products.
- G. **AEV** shall not be liable for the cost of transportation in connection with warranty claims. **AEV** warrants only the actual labor and parts required for repair or replacement. Under no circumstances will **AEV** reimburse mileage or expenses incurred traveling to or from such repair or replacement.
- H. Unless repaired by **AEV** Field Service Technicians in the field or by an authorized **AEV** Service Center, any product or component thereof accepted for repair under warranty must be returned to the **AEV** plant in Jefferson, North Carolina, for the performance of such repair.



### ***AEV Seven Year Conversion Warranty***

**American Emergency Vehicles (AEV)** warrants to the owner of each vehicle that all items of **AEV's** manufacture will be free from defects in material and workmanship for a period of seven (7) years / 70,000 miles, whichever shall occur first. The warranty shall begin on the date such vehicle is delivered to the first purchaser. During this warranty period, **AEV** will remedy by repair or replacement, at **AEV's** option, any item of **AEV's** manufacture which **AEV's** inspection determines to be defective in materials or workmanship. Such repair or replacement will be performed either at the **AEV** plant or by **AEV** Field Service Technicians in the field, or by an **AEV** authorized regional Service Center, at **AEV's** option.

*All warranty claims must be submitted to and approved by **AEV** prior to repair.*

**Exclusions from warranty:** This warranty shall not apply to:

- A. Any parts or products becoming defective as the result of the Owner's negligence, accident, or other casualty.
- B. Defects or failure resulting from Owner's failure to provide normal maintenance, such as (but not limited to) lubrication, tightening belts and bolts, cleaning coils, loss of refrigerant, drier replacement, improper voltage or electrical connections as a result of field installations.
- C. Improper repairs, alterations or installations performed by persons or firms other than **AEV**.
- D. Operation in a manner contrary to normal emergency vehicle usage.
- E. Any component that carries the warranty of another manufacturer or which is manufactured by another manufacturer. **AEV's** sole responsibility regarding such items shall be to pass on any existing manufacturer's warranty to the purchaser. For example, the chassis is not of **AEV's** manufacture, nor are certain other components such as (but not limited to) tires, sirens, lights, cot mounts, accessories and equipment. The modular body is covered under a separate Modular Body Warranty.

This warranty does not apply to any portion of the truck or chassis not directly included in the process of alteration. The process of alteration includes all materials added to and work accomplished on the original chassis by **AEV**, such as modification, alteration or moving or any OEM equipment.

**AEV** 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 an obligation on itself to make corresponding changes or improvements in or on its previously manufactured products.

The foregoing warranty is completely void if the body, chassis and/or truck has sustained damages as the result of a wreck, abuse or other occurrence which would leave permanent latent defects, or if the **AEV** serial number has been removed. Normal use and service under the terms of this warranty shall specifically exclude the use of the vehicle beyond its gross vehicle weight rating (GVWR) as defined under the National Traffic and Motor Vehicle Safety Act or other applicable law.

The buyer shall contact the Warranty Department of **AEV**, 165 American Way, Jefferson, NC 28640, 336-982-9824, for authorization for correction of all deficiencies covered by this warranty.

#### **CONDITIONS:**

- A. This warranty is valid only in the United States of American and this **AEV** product is sold without any warranty, express or implied, if used or sold outside the United States.
- B. **AEV** reserves the right to make changes in design or improvements to its products or parts thereof without obligation to make or install such changes in any previously built product.
- C. **AEV** neither assumes nor authorizes any person to assume for it any obligation or warranty other than that stated in this warranty.
- D. Repair or replacement of any parts or products under this warranty by **AEV** shall not extend this warranty beyond the original warranty period.
- E. **AEV** does not warrant the workmanship of customer-negotiated installers or repairers and will not bear any cost occasioned by faulty or incorrect installation, or damage by non-**AEV** personnel.
- F. **AEV** shall not be liable for any loss of time, labor, equipment rental, loss profits or other consequential damages of any kind whatsoever in connection with the sale and use of its products.
- G. **AEV** shall not be liable for the cost of transportation in connection with warranty claims. **AEV** warrants only the actual labor and parts required for repair or replacement. Under no circumstances will **AEV** reimburse mileage or expenses incurred traveling to or from such repair or replacement.
- H. Unless repaired by **AEV** Field Service Technicians in the field or by an authorized **AEV** Service Center, any product or component thereof accepted for repair under warranty must be returned to the **AEV** plant in Jefferson, North Carolina, for the performance of such repair.

## *AEV Modular Exterior and Finish Warranty*

### **I. WARRANTY**

American Emergency Vehicles (**AEV**) warrants that the paint which is supplied by Sikkens/Akzo Nobel and applied by **AEV** shall be free from any defects as described in section IV hereof during the warranty period as specified therein.

### **II. WARRANTY PERIOD**

- A. The warranty shall commence on the date a customer accepts delivery of a new vehicle painted by **AEV**.
- B. The Warranty period for a covered vehicle shall terminate seven (7) years or seventy-thousand (70,000) miles after the date on which the vehicle is delivered, whichever occurs first.

### **III. SCOPE OF WARRANTY**

- A. **AEV's** obligation under this warranty is limited to a refund of reasonable costs or direct labor and replaced products of the Paint System. **AEV** Dealer or customer shall provide **AEV** with a breakdown of the estimated costs in order to obtain or get approval to proceed before starting on any repairs. Repairs not authorized in advance will not be accepted for coverage by this warranty, and will not be subject to payment by **AEV** or Akzo Nobel.
- B. The obligation of **AEV** in connection with said costs shall be to repair the unit at **AEV's** facility or at an authorized Akzo Nobel Coatings certified repair center, with the transportation costs paid by the customer.
- C. In no event shall **AEV** be liable for any special, indirect, incidental or consequential damages, even if **AEV** has been advised of the possibility thereof, including but not limited to lost profits, lost revenues, inconvenience, lost of time, failure to realize expected savings, or other commercial or economic losses of any kind.

### **IV. NOTICE**

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

- A. Loss of adhesion of the Paint System resulting in rusting (less than rust grade 5, ASTM D 610-85).
- B. Cracking of the Paint System (as set forth in ASTM D 661-86).
- C. Loss of adhesion of any element of the Paint System resulting in appearance below standards set out in ASTM D 1654-79A, table 2, rating 6 or lower.
- D. Fading or loss of gloss below the standard set out in ASTM D 659-86, value 4 or lower.
- E. Corrosion warranty 36 months.

### **V. EXCLUSIONS FROM THE WARRANTY**

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

- A. Mechanical abrasion or external foreign object damage.
- B. Application, or removal of, stickers, decals or lettering.
- C. Defects caused by abnormal environmental conditions, including acid rain and industrial fallout.