

**PROPOSAL FOR FURNISHING FIRE APPARATUS**

December 22, 2023

**MURRIETA FIRE DEPARTMENT**  
 41825 Juniper  
 Murrieta CA. 92562



The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	<b>Each</b>	<b>Extension</b>
<b>( 1 ) Enforcer Pierce's Ultimate Configuration (PUC ) as per enclosed proposal for delivery sum of</b>	\$ 1,075,558.97	\$ 1,075,558.97
Sales Tax @ 8.750%	\$ 94,111.41	\$ 94,111.41
<b>APPARATUS COST WITH TAX</b>	<b>\$ 1,169,670.38</b>	<b>\$ 1,169,670.38</b>
Performance Bond Not Required	\$ -	\$ -
California Tire Fee	\$ 14.00	\$ 14.00
Consortium Fee Not Applicable	\$ -	\$ -
<b>TOTAL PURCHASE PRICE</b>	<b>\$ 1,169,684.38</b>	<b>\$ 1,169,684.38</b>

The above proposal price shall be valid until 02/22/24 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. A increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to \$1,169,684.38 . The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be **45 - 48** months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at **Murrieta, CA.**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect

the cost of the construction of the apparatus.

**Persistent Inflationary Environment:** If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

**The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.**

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**Force Majeure** - South Coast Fire Equipment shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,  
**South Coast Fire Equipment, Inc.**



Tim Olley  
Sales Representative

I, \_\_\_\_\_ authorized representative of  
\_\_\_\_\_ agrees to purchase the  
proposed product(s) and agree to the terms and conditions of  
this proposal and the specifications hereto attached.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_