



**San Luis Obispo City**  
 100% Pre-Payment Option  
 January 16, 2025

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
<b>One ( 1 ) Enforcer Type-1 Pierce Ultimate Configuration Engine Fire Apparatus</b>	<b>\$ 1,144,163.00</b>	<b>\$ 1,144,163.00</b>
100% Prepayment Discount	\$ (161,700.00)	\$ (161,700.00)
APPARATUS COST	<b>\$ 982,463.00</b>	<b>\$ 982,463.00</b>
Sales Tax @ 8.750%	\$ 85,965.51	\$ 85,965.51
Performance Bond Not Required	\$ -	\$ -
Consortium Fee Not Applicable	\$ -	\$ -
California Tire Fee	\$ 10.50	\$ 10.50
<b>TOTAL PREPAY PURCHASE PRICE</b>	<b>\$ 1,068,439.01</b>	<b>\$ 1,068,439.01</b>
Less 100% pre-payment at Contract Signing	\$ 1,068,439.01	\$ 1,068,439.01
<b>BALANCE DUE AT DELIVERY</b>	<b>\$0.00</b>	<b>\$0.00</b>

**100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:**

- a) If your department makes a 100% cash pre-payment at contract signing.
- b) If your department signs up for a lease-purchase with Pierce Financial Solutions. This would require no money down and no payments for one (1) year if desired.

\* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.

\* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

**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.

**Cancellation/Termination.** In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

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.**

Bryden Newell  
Sales Representative

I, **Daniel Clancy /s/ - Purchasing Analyst - City of San Luis Obispo**, authorized representative of the City 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: \_\_\_\_\_