



**GOLDEN
STATE**
FIRE APPARATUS

PROPOSAL PREPARED FOR

City of Santa Rosa Fire Department

Pierce Manufacturing, Inc.

Arrow XT Type 1 Engine

HGAC Interlocal Contract #10-2428

Pierce HGAC Contract #FS12-19

December 3, 2021

SALES CONSULTANT

Jon Bauer

Golden State Fire Apparatus, Inc.

7400 Reese Road

Sacramento, CA 95828

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PARTS, SERVICE & SUPPORT

Golden State Emergency Vehicle Service, Inc.

7400 Reese Road

Sacramento, CA 95828

916.330.1638 Office

parts@goldenstatefire.com

PROPOSAL PREPARED FOR:

City of Santa Rosa Fire Department
2373 Circadian Way
Santa Rosa, CA 95407

| | |
|-------------------|------------------|
| Submitted Date: | December 3, 2021 |
| Proposal Number: | 51203-21 |
| Expiration Date: | January 28, 2022 |
| Sales Consultant: | Jon Bauer |

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish City of Santa Rosa Fire Department ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

100% PRE-PAYMENT AT TIME OF ORDER

| # | Description | Unit Price | Unit Price |
|---|---------------------------------------|-------------|-----------------------|
| A | Pierce Arrow XT Type 1 Engine | 776,986.66 | 776,986.66 |
| B | Discount For 100% Pre-Payment | (26,657.21) | (26,657.21) |
| C | Discount For HGAC Consortium Purchase | (7,320.29) | (7,320.29) |
| D | Discount For Two Unit Order | (10,980.43) | (10,980.43) |
| | 9.25% State Sales Tax | 67,712.66 | 67,712.66 |
| | California Tire Fee | 10.50 | 10.50 |
| | SUBTOTAL | 799,751.88 | 799,751.88 |
| | GRAND TOTAL | | \$1,599,503.76 |



PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Delivery to GSFA service center in Sacramento
- Pre-delivery inspection/services by GSFA
- Final delivery from service center to Customer
- Demonstration and familiarization of the Product
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached within approximately **480 to 530 calendar days** after Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **SANTA ROSA, CALIFORNIA**. Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. **All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

- 1. Payment Terms, Payment within 15 Calendar Days of Contract Signing** – Customer shall pay the Grand Total within 15 Calendar Days of Contract Signing to GSFA. It is the responsibility of the Customer to have full payment ready within this timeframe. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.
- 2. Multiple Unit Purchase** – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.
- 3. Stock / Demo Units** – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.
- 4. Order Changes** – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.
- 5. Force Majeure** – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA'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 this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
- 6. Cancellation/Termination** – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.
- 7. State Sales Tax** – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.
- 8. Proposal Expiration** – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.
- 9. Governing Law** – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,



Jon Bauer

Golden State Fire Apparatus, Inc.



**GOLDEN
STATE**
FIRE APPARATUS

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I, _____ authorized representative of the **CITY OF SANTA ROSA** 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: _____

