



**Equipment Proposal**

**Proposal # 1113**

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: October 1, 2023**

**Customer: Hollywood Fire Rescue**

**Customer Address: 2741 Stirling Road Hollywood, FL 33022**

Qty	Product Description & Options	Price
1	Pierce Impel Base Unit FSA23-VEF17.0 Spec 1125 Item 119	\$738,764.00
	Total price based on utilizing the Florida Sheriff's Consortium Contract #FSA23-VEF17.0 Spec 1125 Item 119 plus customer specified options of \$231,934.34	\$231,934.34
	(1) Pierce Impel Top Mount Pumper Proposal 1113	\$970,698.34
	Optional pre-pay discount with 100% performance bond included. Must be paid within 30 days of booking truck.	(\$127,095.34)
<b>Total:</b>		<b>\$843,603.00</b>
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer (“OEM”). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) 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 the OEM accepts this order (“Order Month”) and a month 14 months prior to the then predicted “ready for pick up” date (“Evaluation Month”), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer’s approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

**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 45 (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.

*Order continues on immediately following page.*

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:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Ten-8 Fire & Safety, LLC**

By: *Jeff Calcutt*

Title: **Authorized Sales Representative**

Print: **Jeff Calcutt**

Date: **10/1/2023**