



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 1/5/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Equipment Proposal #122623-02

Bid/Contract No: #122623-02

Contract Name: Pierce Enforcer 100' Mid-mount Aerial Platform Fire Apparatus.

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: Ten-8 Fire & Safety

Date of Next BOC Vote: 1/11/2024

- | | |
|--|----------------------------------|
| <input type="checkbox"/> Price Increase Requested | Percentage Increase: n/a |
| <input type="checkbox"/> Demand Service Contract | Previous Spend: |
| <input checked="" type="checkbox"/> Commodity Contract | Requested Amount: \$2,063,514.00 |
| Apparatus to be custom built | |

Comments:

Ten-8 Fire & Safety is the local Pierce Manufacturing dealer. Their Equipment Proposal #122623-02 for this Apparatus is attached.

Pierce Manufacturing's products are available through the competitively bid Cooperative Group, NPPGov.

Hall County, Georgia, is a member of NPPGov, ID# M-5795022 which allows us to purchase off of this contract. *Ordinance 3.10.140. – Source selection (H)* allows for the use of such Cooperative purchases.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: PS20240

Bid/Contract Name: Fire Apparatus (RFP 1905)



IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 122623-02

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: January 5, 2024 ("Proposal Date") **Customer: Hall County Board of Commissioners** ("Customer")

Customer Address: 2875 Brown's Bridge Road, Gainesville, Ga. 30504

Qty	Product Description & Options	Price
1	Pierce Enforcer 100' Mid-mount Aerial Platform based on the attached specifications	\$2,063,514.00
<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>		<p>Total: \$2,063,514.00</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 **45.5-48.5** (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: Payment due upon final delivery and acceptance. Based on purchasing on NPPGov (LOC) consortium contract # PS20240 (ID # 1.07)

Pricing valid through January 29th, 2024.

Unless accepted within **24** days from date of proposal, the right is reserved to withdraw this proposal.

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: Hall County Board of Commissioners

Ten-8 Fire & Safety, LLC

By: _____

By: *Gay R. Binion*

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: *Gay R. Binion*

Date: _____

Date: *1-5-24*

APPROVED AS TO FORM

Justin R. Lawhon

Justin R. Lawhon,
Senior Assistant County Attorney

EXHIBIT A
PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

SEE SPECIFICATIONS PROVIDED

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchase Price" means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit B and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, 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, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its

obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Hall County, Georgia.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Georgia. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

January 3, 2024

Contract # PS20240 - Fire Apparatus (RFP 1905)

League of Oregon Cities (LOC) sponsored this Contract with Pierce Manufacturing, Inc. (of fire apparatuses) through NPP.GOV cooperative purchasing consortium.

Attachment 1	Extension Notice to May 27, 2024
Attachment 2	Ten-8 (Local dealer of Pierce's Fire Apparatuses) Quote
Attachment 3	Tenth Amendment to Master Price Agreement
Attachment 4	Amendment to Master Price Agreement



June 21, 2023

RE: Contract Number: PS20240 – Fire Apparatus (RFP 1905)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and Pierce Manufacturing Inc., the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2024.

Sincerely,

DocuSigned by:

Patricia M. Mulvihill

A49AFD929F7246E...

Patricia M. Mulvihill

Executive Director

League of Oregon Cities



Fire Apparatus

Product Specifics

Pierce Manufacturing Inc. is North America's leading single source manufacturer that designs, engineers, and builds the complete fire apparatus from bumper to bumper. The full spectrum of vehicles is available including:

- Aerial
- Tanker
- Pumper
- Custom Options
- Rescue

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Pierce vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1905

CONTRACT TERM
CONTRACT NUMBER: PS20240
Effective Date: 05/27/2020
Initial expiration: 05/27/2023

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



nppgov.com
customerservice@nppgov.com
877.329.8847

Tenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 11th day of September 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 10, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about January 17, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 6, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about October 27, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 11, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

ATTACHMENT A to Master Price Agreement by and between VENDOR and PURCHASER. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

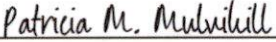
npp gov		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective 08/04/2023
Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contact.			
1.0 AERIAL PRODUCTS			
Bid	ID #	Description	Effective 08/04/2023
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,191,212.84
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,337,853.06
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,419,106.86
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,422,606.62
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,494,586.77
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,736,374.16
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,811,120.48
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,713,998.75
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,417,529.17
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,456,530.29
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,600,604.72
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,743,090.15
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,276,039.45
2.0 Pumper Products			
Bid	ID #	Description	Effective 08/04/2023
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$745,370.27
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$835,300.56
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$684,244.95
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$392,068.81
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$810,971.56
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$912,270.13
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$341,935.56
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$811,773.03
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$338,080.81
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$980,521.97
3.0 Tanker Products			
Bid	ID #	Description	Effective 08/04/2023
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$369,833.82
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$363,429.90
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,150,793.99
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,027,384.35
4.0 Special Service Apparatus			

Bid	ID #	Description	Effective 08/04/2023
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$748,492.35
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$817,063.40
256	5.03	Enforcer, Tandem, Combination, HDR	\$1,025,896.16
255	5.04	Enforcer, Single, Walk-In, HDR	\$1,015,207.94
254	5.05	Freightliner, Single Axle, ENCORE	\$409,609.32
5.0 Wildland Fire Apparatus (Brush Fire)			
Bid	ID #	Description	Effective 08/04/2023
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$507,461.46
6.0 Other			
Bid	ID #	Description	Effective 08/04/2023
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date September 21, 2023 | 8:36 AM PDT
0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:

 Date September 26, 2023 | 7:54 AM PDT
62EC739C45CD428...
 BY: Charley Hopp
 ITS: Manager - Contracts and Sales Support

Certificate Of Completion

Envelope Id: F8D66F9D7B5E4089B15681ED15A37633	Status: Completed
Subject: Complete with DocuSign: Amendment 10 MPA 1905 Pierce FINAL.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelope Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Marshall Stiles
	17930 International Boulevard
	Suite 900
	SeaTac, WA 98188
	marshall.stiles@mynpp.com
	IP Address: 76.147.185.145

Record Tracking

Status: Original	Holder: Marshall Stiles	Location: DocuSign
9/21/2023 8:25:40 AM	marshall.stiles@mynpp.com	

Signer Events

Charley Hopp
 chop@piercemfg.com
 Manager - Contracts and Sales Support
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

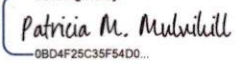
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 Signature Adoption: Pre-selected Style
 Using IP Address: 198.190.231.15

Timestamp

Sent: 9/21/2023 8:29:00 AM
 Resent: 9/21/2023 9:01:54 AM
 Viewed: 9/26/2023 7:52:04 AM
 Signed: 9/26/2023 7:54:58 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/26/2023 7:52:04 AM
 ID: 0f9de2d0-c1fd-46e5-9a63-7a366b830862

Patricia M. Mulvihill
 pmulvihill@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 0BD4F25C35F54D0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.138.189.90

Sent: 9/21/2023 8:29:01 AM
 Viewed: 9/21/2023 8:36:47 AM
 Signed: 9/21/2023 8:36:56 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/21/2023 8:36:47 AM
 ID: e9ab2b58-a18d-4efb-a1d4-4c2de45e4edd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Emily Dorcey
 edorcey@piercemfg.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/21/2023 1:01:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2023 8:29:01 AM
Envelope Updated	Security Checked	9/21/2023 9:01:53 AM
Envelope Updated	Security Checked	9/21/2023 9:01:53 AM
Envelope Updated	Security Checked	9/21/2023 1:01:49 PM
Certified Delivered	Security Checked	9/21/2023 8:36:47 AM
Signing Complete	Security Checked	9/21/2023 8:36:56 AM
Completed	Security Checked	9/26/2023 7:54:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

ATTACHMENT D: FIRE APPARATUS PRICING SCHEDULE**PRICING METHODOLOGY**

Pierce Manufacturing Inc. submission is based on a fixed percentage of 5.5% off List price.

The below is a listing of the base specifications within each category and the advertised price for each base configuration (after discount). Each proposal ID has the detailed specification along with a drawing included for reference. The Pierce product portfolio offers depth and breathe within each category.

Option pricing to modify and/or customize the base specifications follows the same pricing methodology with 5.5% off List price.

1.0 AERIAL PRODUCTS

Bid	ID #	Description	2020 Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$ 883,042.00
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 993,171.00
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,067,167.00
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,069,611.00
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,123,929.00
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$ 1,305,232.00
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$ 1,359,457.00
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,282,823.00
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$ 1,065,581.00
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$ 1,081,768.00
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$ 1,188,287.00
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,302,007.00
264	1.13	Enforcer, Alum, Single, 2000 GPM, Sky boom	\$ 946,057.00

2.0 AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID #	Description	2020 Pricing
Please Contact Oshkosh Airport Products			

3.0 PUMPER PRODUCTS

Bid	ID #	Description	2020 Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 553,364.00
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 634,151.00
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 506,735.00
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$ 292,622.00
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 601,331.00
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 691,907.00
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$ 255,194.00
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$ 602,513.00
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 254,931.00
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$ 736,641.00

4.0 TANKER PRODUCTS

Bid	ID #	Description	2020 Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$ 276,371.00
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$ 271,560.00
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dry side	\$ 880,639.00
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$ 764,931.00

5.0 SPECIAL SERVICE APPARATUS

Bid	ID #	Description	2020 Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 535,268.00
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$ 611,038.00
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 773,937.00
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 755,003.00
254	5.05	Freightliner, Single Axle, ENCORE	\$ 291,410.00

6.0 WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID #	Description	2020 Pricing
No Watercraft Rescue Vehicles submitted to RFP			

7.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)

Bid	ID #	Description	2020 Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$ 377,633.00

8.0 OTHER

Bid	ID #	Description	2020 Pricing
	8.01	Ford, Critical Response Unit, CRU-22	\$ 221,766.00
	8.02	Pierce Situational Awareness - Fotokite Modem Portable	\$ 43,475.00
	8.03	Pierce Situational Awareness - Fotokite - Compartment Mounted	\$ 48,450.00
*	8.04	Pierce Situational Awareness - Fotokite - Roof Mount	\$.....52,778.00
*	8.05	HAAS R2V: Responder-to-Vehicle	\$ 2,499.00
*	8.06	HAAS R2R: Responder-to-Responder - R2R (Add on to R2V)	\$ 3,399.00
*	8.07	HAAS R2V + R2R	\$ 3,999.00
*	8.08	HAAS R2V: Responder-to-Vehicle 10 Year	\$ 1,999.00
*	8.09	HAAS R2V + R2R 10 Year	\$ 2,799.00

9.0 OPTION PRICING

Bid	ID #	Description	2020 Pricing
All available options will follow the pricing methodology of 5.5% off list			

* Equipment added 06.01.20 as new product