

"PROPOSAL"

To: Date: March 22, 2016 Quote No.: DELRAYBEACH-0001

Delray Beach Police Department 300 West Atlantic Avenue

Delray Beach, FL 33444-3695

Submitted By:	

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within 30 days from the above date.

Qty.	Description	Unit Price	Extension
1	EVI 32-Ft Mobile Command Vehicle SIN# 190-05 Mo.# MCV-32	\$ 581,334.00	\$ 581,334.00
	GSA Contract No. GS-30F-0005R		
		Sub-Total	\$ 581,334.00
		Taxes	.00
	F.O.B. LAKE PARK, FLORIDA	TOTAL	\$ 581,334.00

Note: Purchases made under the 1122 Disaster Purchasing Program must contain the following mandatory order language:

"This order is placed under GSA Contract GS-30F-0005R under the authority of the GSA Disaster Purchasing Program"

- 1. TERMS OF PAYMENT: Payable upon pick-up and acceptance.
 - Net 30 days from date of completion | 1% Prompt payment discount when paid within 10 days from date of completion.
 - Late Payment Charges: 18% APR finance charge starts 30 days after date of completion.
 - Certificate of Origin will be issued upon receipt of payment in full.
- 2. DELIVERY SCHEDULE: The Mobile Command Vehicle shall be completed approximately 180 to 210 working days from receipt of chassis and approved construction drawings at the Company's factory location in Palm Beach County, Florida.

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other causes beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.