

**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, 100% Pre-Payment at Time of Order** - Customer shall pay the amount listed on page one of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within fifteen (15) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.
- 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,

*Mark Paulsen*

Mark Paulsen  
Golden State Fire Apparatus, Inc.

I, David Marques authorized representative of MANTECA FIRE DEPARTMENT agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: [Signature]  
TITLE: Fire Chief DATE: 1-25-22

**EXHIBIT A**

**ADDENDUM**

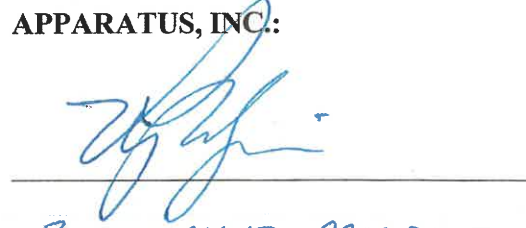
This addendum to the purchase proposal dated January 18, 2022, for the purchase of one (1) 107' Velocity Tractor Drawn Aerial ("Proposal") is entered into by and between the parties, the City of Manteca and Golden State Fire Apparatus, Inc. (collectively, "the parties").

By signing below, the parties indicate they individually understand and agree their signatures on the Proposal do not bind them or the parties they represent to initiate a negotiation or negotiate a purchase agreement for any item including, but not limited to, a 107' Velocity Tractor Drawn Aerial, from Golden State Fire Apparatus, Inc. Further, the parties understand and agree that, should either or both parties decide to not enter into or continue negotiations to enter into a purchase agreement, there will be no penalty assessed against that party except for the loss of any price reduction secured by signing this Proposal.

**CITY OF MANTECA:**

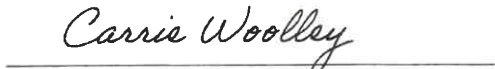
  
\_\_\_\_\_  
David Marques, Fire Chief

**GOLDEN STATE FIRE  
APPARATUS, INC.:**

  
\_\_\_\_\_  
RYAN WRIGHT, PRESIDENT

**APPROVED AS TO FORM:**

L. David Nefouse, City Attorney

  
\_\_\_\_\_  
Carrie Woolley, Deputy City Attorney