



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R22-132
DATE OF PASSAGE May 10, 2022

A Resolution Authorizing the purchase of one (1) 2024 E-One Cyclone Custom Pumper Apparatus from Fire Service Inc., St John, Indiana in the amount of \$798,008.00 as well as vehicle setup and fire equipment for a total of \$883,008.00 for the Aurora Fire Department.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora has plans for development on the North side of I-88; and

WHEREAS, the City of Aurora has budgeted \$7,100,000.00 over 3 years to build station 13, starting in 2022; and

WHEREAS, Engine 13 needs to be purchased in 2022 to stay in line with the construction and opening of station 13. Payment will be due upon delivery of Engine 13 and funds will be made available in a future City budget for the purchase; and

WHEREAS, The vehicle pricing is secured through the Houston-Area Council Cooperative Purchasing Program (H-GAC), allowing the Aurora Fire Department to purchase the engine at a group rate; and

WHEREAS, payment of the engine will not be due until delivery of the unit and a decision package will be submitted for 2023 in account 255-3033-422.75-10. In addition, \$20,000 will need to be budgeted in account 255-3033-422.38-89 for the setup of the vehicle, and \$65,000.00 for fire equipment (255-3033-422.61-52), for a total price of \$883,008.00.)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that the City Council of the City of Aurora, Illinois does hereby

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authorize the purchase of one (1) 2024 E-One Cyclone Custom Pumper Apparatus from Fire Services, Inc., St. John, Indiana in the amount of \$798,008.00, as well as necessary vehicle setup and fire equipment and does hereby further authorize its Director of Purchasing to issue the necessary orders to implement purchase of same.

RESOLUTION NO. R22-132

LEGISTAR NO. 22-0316

PASSED AND APPROVED ON May 10, 2022

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderwoman Hart-Burns, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Woerman, At Large	yes
Alderman Jenkins, At Large	yes

ATTEST:

Jeinifer Valley
City Clerk

Carl Franco
Mayor Pro-Tem, Carl Franco



SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Aurora

(Legal Name of Buyer)

44 East Downer Place

Aurora

IL

60507

(Address)

(City)

(State)

(Zip Code)

1. **ACCEPTANCE:** The Company agrees to sell and the Buyer agrees to purchase the apparatus and equipment described in the Fire Service, Inc. Proposal Specifications dated April 8, 2022 and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, 3, and 4.

2. **DELIVERY:** The apparatus shall be ready for delivery on or about 19 Months, after the receipt of signed (approved by both The Company and The Buyer) pre-construction documents and drawings. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, pandemics, civil wars, riots, delays in the manufacturing due to long lead times on materials, delays in manufacturing due to labor shortages, floods, explosions, hurricanes, or any other causes beyond the Company's control.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of two (2) weeks, or if a pre-build is required eight (8) weeks, from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**



4. **SPECIFICATIONS:** The Company agrees that all materials, workmanship, and warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Proposal Quote # 116903 dated April 8, 2022.
5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Proposal Quote # 116903 dated April 8, 2022.
6. **PRICE:** The Buyer shall pay the Company, as a purchase price for the apparatus, the sum of **Seven Hundred Ninety-Eight Thousand Eight Dollars and Zero Cents or \$ 798,008.00**. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made only to:

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373

7. **TERMS OF PAYMENT:**

- a) One (1) E-ONE Cyclone Custom Pumper Apparatus as described above.

\$	798,008.00	Specification Price
\$	798,008.00	Final Purchase Price

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

- b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

- c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

- d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

- e) "Late Payment" A late fee of ~~0.25%~~ of the sale price will be charged per day for overdue payments beginning ~~ten (10)~~ days after the payment is due for the first 30 days. The late fee increases to ~~0.50%~~ per day until the payment is received. *after*

Per the Illinois Local Government Prompt Payment Act.



f) A Fire Service, Inc. Title Information form attached, properly filled out, and submitted with this contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit has been received at the dealership. No add-ons will be completed at the dealership without a customer inspection and payment of vehicle before the agreed upon add-ons are to be started by Fire Service, Inc.

9. **CANCELLATION:** In the event this Agreement is cancelled or terminated by the buyer before completion there will be a cancellation fee charged to the buyer. The following charge schedule based on costs incurred will be applied (a) 10% of the Purchase Price after the order is accepted and entered by Fire Service, Inc. (b) 20% of the purchase price after signed drawings from Pre-Construction, and (c) 30% of the Purchase Price after material requisition. Once the vehicle is in production there will be no cancellation allowed.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s) for a time period of 24 months after this contract is signed by both parties. To accommodate for pricing, the Company would quote the original prices plus manufactures price increases or Producer's Price Index (PPI) as it applies to either Fire Apparatus and/or heavy commercial truck market. After execution of this contract, which ever PPI or the Manufacturer's price increase is greater will be used. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally, any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.



IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives.

COMPANY

BUYER

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373

City of Aurora
44 East Downer Place
Aurora, IL. 60507

BY: Jim Castellano

BY: Jolene Coulter

NAME: Jim Castellano

NAME: Jolene Coulter

TITLE: Vice President of Sales

TITLE: Director of Purchasing

DATE: 5/16/22

DATE: May 16, 2022