



CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT

44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

298581

DATED: 05/11/2022

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FIRE SERVICE INC
1805 HUGH GROVE LANE
UNIT 139
NAPERVILLE, IL 60540

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CITY OF AURORA
FIRE STATION #1
75 N BROADWAY
AURORA, IL 60505

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #		REQUISITION DATE		TERMS		DATE REQUIRED		IL TAX EXEMPTION #	
0000154120		05/11/2022		NET		05/10/2023		E9996-0842-07	
ACCOUNT #		CUSTOMER ACCT #		CONTRACT #		PROJECT #		FEIN	
255-3033-422-7510								36-6005778	
LINE #	QUANTITY	UOM	ITEM NUMBER AND DESCRIPTION				UNIT COST		EXTENDED COST

1	1.00	EA	2024 E-ONE CYCLONE CUSTOM HR100 AERIAL APPARATUS *** Per Purchase Proposal Dated 04/06/2022 *** Per City of Aurora Resolution R22-133 Dated 05/10/2022	1,300,265.0000	1,300,265.00
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TOTAL AMOUNT: \$1,300,265.00

DIRECTOR OF PURCHASING

Jolene Coulter

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.



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 6, 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 20 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 # 116902 dated April 6, 2022.

5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached Fire Service, Inc. Proposal Quote # 116902 dated April 6, 2022.

6. **PRICE:** The Buyer shall pay the Company, as a purchase price for the apparatus, the sum of **One Million Three Hundred Thousand Two Hundred Sixty-Five Dollars and Zero Cents or \$ 1,300,265.00**. 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 HR100 Aerial Truck Apparatus as described above.

\$ 1,300,265.00 Specification Price

\$ 1,300,265.00 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 ~~.025%~~ 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 ^{after} days. The late fee increases to ~~.050%~~ per day until the payment is received.

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