

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	12/16/21	Meeting Date:	12/20/21
Contact Information:			
Requested by:	Fire Chief Matt Culp		
On Behalf of Organization or Individual		Fire Department	
Telephone:	317-736-3650		
Email address:	mculp@franklin.in.gov		
Address:			
Describe Request			
Request Approval of Fire Service, Inc. Sales Contract			
List Supporting Documentation Provided:			
Sales Contract			
Who will present the request?			
Name:	Fire Chief Matt Culp	Telephone:	317-736-3650

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



SALES CONTRACT

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

City of Franklin
(Legal Name of Buyer)

70 E. Monroe St
(Address)

Franklin
(City)

Indiana
(State / Province)

46131
(Zip Code)

1. **ACCEPTANCE:** The "Company" agrees to sell, and the "Buyer" agrees to purchase one fire apparatus and equipment described in the E-One specifications job #145383 and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.
2. **DELIVERY:** The apparatus shall be ready for delivery and acceptance within 12 months from receipt of order at E-one. Delays in meeting pre-construction and order release milestones can increase delivery time.

The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. In the event of a delay the Company shall provide the Purchaser written notice of the expected delay and give reason for said delay.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff will be enforced upon receiving the confirmed order and confirmed upon by the buyer. Changes in major components, configuration, or other items that may change the major components or configuration, (body compartments and cabinetry, chassis) 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.

Delivery shall be made by Company to Buyer and the apparatus shall be covered under the insurance of the Company until the apparatus is delivered to and accepted by the Buyer. Upon delivery, Buyer shall have the right to inspect the apparatus and provide the Company with notice of any defects. Buyer reserves the right under this Section to re-inspect the apparatus upon re-delivery and the same terms shall apply.

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. **Change Orders may extend the completion and delivery time of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply to the **Proposal Specifications for job #145383.**

5. **WARRANTY:** Shall be as proposed in the Proposal Specifications for Job #145383.

6. **PRICE:** Shall be Five Hundred Thousand Dollars and Zero Cents. (\$500,000.00).

All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. Upon submission of a valid tax-exempt certificate as referenced in paragraph 7(e) below, Buyer shall not be responsible for or pay any local, state or federal taxes on the purchase of the apparatus. Payment is due after delivery and acceptance by Buyer. NOTE: Payment shall be made only to:

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

7. **TERMS OF PAYMENT:**

a. Unless the prefunded option is exercised 100% payment shall be at time of delivery and acceptance.

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.

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

d) 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.

- e) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract and Buyer shall not be responsible for any taxes associated with the purchase.
 - f) A completed copy of Fire Service Inc. Title Information Sheet shall be submitted with this signed 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 had been completed.
9. **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.

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:** At its sole discretion, the COMPANY may allow the terms of this contract to be extended to both the BUYER and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the COMPANY choose to exercise this option, it shall be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit, uncontrolled chassis cost increases and/or mandatory changes in standards governing ambulance construction. Such adjustments will be based upon an annual 4.5% price increase of the apparatus. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases.

This contract, including its appendices, and the E-One specifications described under job #145383 and made a part hereof 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 or amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

11. **NO INVESTMENT ACTIVITIES IN IRAN** - As required by I.C. 5-22-16.5, the signature entered on behalf of the COMPANY below constitutes COMPANY's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Senate Enrolled Act 231, effective July 1, 2012.

12. **E-VERIFY** - COMPANY shall enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. COMPANY shall not knowingly employ or contract with any unauthorized alien. COMPANY shall not retain an employee or

contract with a person that COMPANY subsequently learns is an unauthorized alien. COMPANY shall require all subcontractors who perform work under its contract to certify to COMPANY that:

- (a) Subcontractor does not knowingly employ or contract with an unauthorized alien; and
- (b) Subcontractor has enrolled and is participating in the E-Verify program. COMPANY agrees to maintain this certification at least two years after the term of a contract with subcontractor.

13. **NON-DISCRIMINATION** - Pursuant to I.C. 22-9-1-10, COMPANY represents that it and subcontractors shall not discriminate against any employee or applicant for employment to employed in the performance of this Agreement, with respect to the employees or applicants hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employees or applicants race, religion, color, sex, disability, nation origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to principles of conflict of laws. Buyer and Company irrevocably and unconditionally agrees that any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of record of the State of Indiana in Marion County.

15. **INDEMNIFICATION**- Each Party agrees to indemnify the other for any damages, costs, expenses, or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this _____ day of November, 2021

<u>COMPANY</u>	<u>BUYER</u>
----------------	--------------

Fire Service, Inc.
9545 North Industrial Drive
Saint John, Indiana 46373
219-365-7157 Phone
219-365-8572 Fax

City of Franklin
70 E. Monroe St
Franklin, IN 46131

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____