



Hoosier Fire Equipment, Inc.

EMERGENCY VEHICLE SALES CONTRACT

Agreement made between **Hoosier Fire Equipment, Inc.** ("Seller") and
City of Greenfield, Indiana

Sourcewell Contract #022818-SPR / Buyer's Sourcewell Member #167108 ("Buyer")

1. ITEM(S) PURCHASED:

For value received and other consideration, the Seller agrees to provide the Buyer with the following emergency vehicle and related items and services as fully described in the proposal specifications, hereto attached by reference, in accordance with the terms and conditions of this contract.

One (1) Spartan ER "Star" Custom Top Mount Pumper

Note: In the case of conflict between the Buyer's bid specifications and the Seller's proposal specifications, the Seller's proposal and proposal specifications shall control and prevail.

2. PRICE:

Total Contract Price: One Million, Two Hundred Eighty-Nine Thousand, Eight Hundred Fifty-Four

and 00/100 ----- Dollars \$1,289,854.00

The full price of the unit is listed above, and this price does NOT include any taxes. It is assumed that Buyer is exempt from taxes and will provide applicable exemption certificates and save Seller harmless from any such tax, interest or penalty, which may be assessed against Seller. If Buyer is not exempt from additional tax, it must be added to the above price.

It is understood by both the Buyer and the Seller that *Change Orders* executed after contract acceptance may increase or decrease the price.

The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Contract (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, General Services Administration KKK, Environmental Protection Agency, etc. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the emergency vehicle described above to be manufactured and/or delivered in compliance with such Standard(s).

3. COMPLETION AND DELIVERY:

The herein referenced emergency vehicle and accompanying equipment and services shall be completed and ready for delivery within approximately 750 calendar days after written acceptance of this sales contract by the Seller.

Final delivery of the apparatus shall be FOB: Greenfield Fire Territory Headquarters, Greenfield, IN

(Rev. 01.07.22)

Main Office: 4009 Montdale Park Drive - Valparaiso, IN 46383 - 219-462-1707 - Fax: 219-464-0283
Mid-State Office: 3863 North Commercial Parkway - Greenfield, IN 46140 - 317-891-8375 - Fax: 317-891-7375

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4. PAYMENT TERMS:

The contract price shall be paid as follows:

The Miscellaneous Equipment items will be delivered to the Purchaser when received from the respective equipment manufacturer, the Purchaser will be invoiced in the amount of:

\$57,335.00, and that payment will be due with 30 days of Invoice.

The balance of the agreed proposal (\$1,232,519.00) is due at delivery of the apparatus.

All payments are payable to Hoosier Fire Equipment, Inc. only, and delivered to Seller at its offices, its authorized representative, or directly deposited to Seller's designated financial institution. Under no circumstances, shall payment be made payable to a sales representative, or anyone else acting as Seller's agent. Hoosier Fire Equipment, Inc. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Emergency vehicles and equipment contracted herein shall remain the property of Seller until the purchase price is paid in full. In the event the emergency vehicle and equipment is placed in service prior to payment in full, Seller reserves the right to charge a rental fee of One Thousand and 00/100 Dollars (\$1,000.00) per day, and Buyer assumes all liability and responsibility for damages which the emergency vehicle and equipment may incur while in use during this timeframe.

In the event of default in payment, Seller may take full possession of all items sold hereunder and any payments that have been made shall be applied as payment for the use of and any damages incurred upon the emergency vehicle and equipment up to the date Seller takes possession.

Manufacturer's Statement of Origin to be transferred to Buyer upon receipt of full payment.

5. WARRANTY:

The complete warranty is attached as part of the Hoosier Fire Equipment, Inc. proposal specifications.

6. FORCE MAJEURE:

If performance of the contract or any obligation under this contract is prevented, restricted or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party who is unable to carry out its obligations gives the other party prompt written notice of such an event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of civil or military authority or by national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor disputes, supplier failures shortages, breach or delays.

The excused party shall use reasonable effort under circumstances to avoid or remove such causes of non-performance and shall proceed with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, offices, agents or affiliates.

7. COMMERCIAL COMPONENTS:

Specifications for non-branded or commercial components or sub-components (i.e., those secondary items supplied by other manufacturers) utilized in the general production of the subject emergency vehicle, are subject to change at the discretion of the secondary component manufacturer. Specifications for such components will be as available at the time of vehicle manufacture, assuming the components are of equal or comparable fit, form, function, and quality as those originally intended for use in the vehicle, or the manufacture thereof. The Seller shall not be held liable for any specification deviations from the original contract specifications, as may be applicable to such commercial components or sub-components, and thereby out of the Seller's immediate control.

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8. DISCLAIMER:

Hoosier Fire Equipment, Inc. 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, in ability to use, maintenance or repair of the emergency vehicle, whether under the theories of breach or express or implied warranty, negligence, strict liability or otherwise.

9. CANCELLATION:

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

10. NONDISCRIMINATION:

Pursuant to I.C. 22-9-1-10, Hoosier Fire Equipment, Inc. represents that it and subcontractors shall not discriminate against any employee or applicant for employment to be 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 employee's or applicant's race, religion, color, sex, disability, nation origin or ancestry.

11. E-VERIFY:

Hoosier Fire Equipment, Inc. shall maintain enrollment 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. Seller shall not knowingly employ or contract with any unauthorized alien. Seller shall not retain an employee or contract with a person that Seller subsequently learns is an unauthorized alien. At the Buyer's request, a fully executed affidavit affirming that Seller does not knowingly employ or contract with any unauthorized alien shall be filed with the Buyer prior to the execution of this Agreement. Seller shall require all subcontractors who perform work under its contract to certify to Seller 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. Seller agrees to maintain this certification at least two years after the term of a contract with subcontractor.

12. NO INVESTMENT ACTIVITIES IN IRAN:

As required by I.C. 5-22-16.5, the signature entered on behalf of the Seller below constitutes Seller'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.

13. ENTIRE AGREEMENT, AMENDMENTS:

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

14. SEVERABILITY:

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

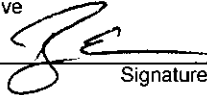
15. GOVERNING LAW:

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 Seller irrevocably and unconditionally agree 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 a non-partisan jurisdiction.

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16. SIGNATURES AND ACCEPTANCE:

In witness, whereof, Buyer and Hoosier Fire Equipment, Inc. have caused this contract to be executed by their duly authorized representatives as per the following signatures, with the effective date as being that of the final signature of acceptance by Hoosier Fire Equipment, Inc.

Submitted to Buyer by: Ryan Emmerson on April 14th 2026
Hoosier Fire Equipment, Inc. – Sales Representative

Signature

Reviewed and accepted by:
City of Greenfield, IN (Provider Unit of Greenfield Fire Territory)
(Buyer's Legal Name)

By: _____ By: _____
Title: _____ Title: _____

By: _____ By: _____
Title: _____ Title: _____

Date of Last Signature by Buyer: _____

This proposal and contract is not a valid and binding obligation until accepted, dated and approved by an officer of the corporation at Hoosier Fire Equipment, Inc.'s, principal place of business.

Accepted and approved by Hoosier Fire Equipment, Inc.:

By: _____ Date: _____
Title: _____