



Village of Downers Grove

## Report for the Village Council Meeting

*Table 1 - Council Agenda item.*

<b>Subject</b>	Authorization for the Purchase of a Replacement Rescue Pumper
<b>Submitted By</b>	Scott Spinazola, Fire Chief

### Synopsis

A Resolution has been prepared to authorize the execution of an agreement with Fire Service, Inc. for the purchase of an E-One Custom EMax Rescue Pumper in the amount of \$1,564,766.00 plus a \$100,000.00 contingency for a total not to exceed amount of \$1,664,766.00, and to authorize the disposal of the Village's current 2017 Ferrara Rescue Pumper.

### Strategic Plan Alignment

The goals for 2025-2027 include Steward of Financial, Environmental and Neighborhood Sustainability.

### Fiscal Impact

The total purchase price for the E-One Custom EMax Rescue Pumper is \$1,664,766.00, which includes a \$100,000.00 contingency. The amount of this purchase will be included in the proposed Fiscal Year 2028 budget, when it is anticipated that the Village will take possession of and pay for the E-One Custom EMax Rescue Pumper. The funding plan for the Equipment Replacement Fund anticipates this purchase in Fiscal Year 2028.

### Recommendation

Approval on the April 14, 2026 Consent Agenda.

## Background

The Village purchased its current Ferrara Rescue Pumper in 2017 and it has reached the end of its useful life. The Rescue Pumper is an essential apparatus and serves multiple functions including but not limited to EMS responses, carrying tools for fire suppression activities, pumping water from a stored tank or from a fire hydrant through the use of fire hose and/or relaying water to other fire apparatus. The new 2028 E-One Engine/Squad will be located at Station #101 at 2650 Wisconsin Avenue. Once the Rescue Pumper is delivered, the 2017 Ferrara Engine/Squad will be disposed of as surplus property in accordance with Section 2.35 of the Downers Grove Municipal Code.

## Background

Resolution

Agreement

## Resolution No.

### **A Resolution Authorizing Execution of an Agreement Between the Village of Downers Grove and Fire Service, Inc. for the Purchase of a Rescue Pumper**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Buyer" or "Village") and Fire Service, Inc. (the "Company"), for a 2028 E-One Custom EMax Rescue Pumper ("Apparatus"), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That pursuant to the home-rule powers of the Village, and the Illinois Municipal Code (65 ILCS 5/11-76-4) the Village Council finds that the 2017 Ferrara Engine/Squad now owned by the Village of Downers Grove will no longer be necessary or useful to the Village, and the best interests of the Village will be served by its sale after delivery and acceptance of the new 2028 E-One Custom EMax Rescue Pumper.

SECTION 4. That the Village Manager is authorized and directed to dispose of the 2017 Ferrara Engine/Squad now owned by the Village of Downers Grove in accordance with Section 2.35 of the Downers Grove Municipal Code.

SECTION 5. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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By: Mayor

Passed:

Published:

**Attest:**

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By: Village Clerk



## SALES AGREEMENT

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

### **Village of Downers Grove**

(Legal Name of Buyer)

**850 Curtiss Street, Downers Grove, IL, 60515**

(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 E-ONE\Fire Service, Inc. specifications as one (1) E-One Custom Cyclone Emax Rescue Pumper Quote #150353 and made part of this agreement, in accordance with the terms and conditions listed on agreement pages 1, 2, 3 & 4. In addition to the specifications, the dealership shall provide:
  - 3 Trips to E-One for up to five (5) Village personnel for the purpose of a pre-build conference, in process inspection and final inspection
2. **DELIVERY:** The apparatus shall be delivered to Downers Grove, IL within approximately 29-30 months after receipt of the signed agreement.

The Company agrees to provide the Buyer written monthly status reports regarding the progress and timeline of the apparatus production.

To establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the agreement 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 agreement 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 agreement may be requested by the Buyer after the execution of the agreement according to Section 2 of this document. Any change orders will



delay production time. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered and are not considered approved until a change order from both parties is signed. 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 will 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 E-ONE\Fire Service, Inc. Proposal Quote #150353 dated February 16, 2026, attached hereto and incorporated herein as Exhibit A.
5. **WARRANTY:** The Warranties in and about this apparatus shall comply with the hereto attached E-ONE\Fire Service, Inc. Quote #150353 dated February 16, 2026 (Exhibit A). In addition to said warranties, in the event the Apparatus is out of service, through no fault of the Village, for fifty percent (50%) or more of the time within eighteen (18) months from the date of delivery to the Village, the Village shall have the option to return the Apparatus to the Company and the Company shall be required to accept the return of the Apparatus and reimburse the Village for the full final purchase price of the Apparatus within thirty (30) days of a demand therefor.
6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **\$ 1,564,766.00**. Any additional change orders that will increase the agreement price in excess of this amount must be approved in writing by both parties. The Village is exempt from any and all sales and use tax for direct purchases of materials and supplies.
7. **TERMS OF PAYMENT:**
  - a) **Terms of payment:** The above amount is due at the time of delivery and acceptance of the apparatus.  
  
The purchase price payment reflects US dollars shall be paid at time of final acceptance by the Village. The acceptance shall be signed by both the buyer and seller.
  - 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 agreement shall remain the property of the Company and not be placed in service until the entire agreement price has been paid.
  - d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed agreement.



- e) A Fire Service, Inc. Title Information form attached as Exhibit B, properly filled out, and submitted with this agreement.
  - f) The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Company within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Company within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
8. **DELIVERY:** During the manufacturing of the Apparatus, the Village shall have the right to inspect, by its authorized representatives, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the agreement specifications shall be replaced by the Company at no cost to the Village. Prior to acceptance of the Apparatus by the Village, the Village shall inspect the completed Apparatus upon delivery and shall give written notice of any defects within ten (10) business days.
9. **CANCELLATION:** This agreement is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred by Company.
- This agreement, 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 agreement to be extended both in terms to the Buyer as well as to other entities for similar unit(s) for a time of 24 months after this agreement is signed by both parties. To accommodate 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 agreement, 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 agreement commencing the relationship. If the purchasing agency is not the BUYER, a separate agreement 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.
11. **Equal Employment Opportunity**



During the performance of this Agreement, the Company agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

## **12. Sexual Harassment**



Company, as a party to a public agreement, certifies that it has a written sexual harassment policy in accordance with State and federal law.

**13. Drug Free Work Place**

Company, as party to a public agreement, certifies and agrees that it will provide a drug free workplace policy and will provide a drug-free workplace, in accordance with State and federal law.

**14. Non-Discrimination**

Company, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

**15. Campaign Disclosure Certificate**

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit C.

**16. Patriot Act Compliance**

Company represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Company further represents and warrants to the Village that the Company and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Company hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses



(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**17. Cooperation with FOIA Compliance**

Company acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

**18. Copyright or Patent Infringement**

The Company agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, components, systems, or services provided by the Company that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**19. Indemnification**

The Company will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Company under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This provision shall survive termination of this Agreement.

**20. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**21. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

**22. Waiver of Agreement Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**23. Amendment**



This Agreement will not be subject to amendment unless made in writing and signed by all parties. This agreement, including its exhibits, 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 Parties has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any exhibits, must be signed in writing 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.

#### **24. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

#### **25. Assignment**

The Company will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Company from its obligations or change the terms of this Agreement.

#### **26. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager  
Village of Downers Grove  
850 Curtiss Street  
Downers Grove, IL 60515

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



**27. Disadvantaged Business Enterprise (DBE) Certification**

Pursuant to 35 ILCS 200/18-50.2, Company and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Company shall complete and require all its subcontractors to complete the DBE certification for this project at [www.downers.us/vss](http://www.downers.us/vss). The information necessary for the Company and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE COMPANY BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE COMPANY AND SUBCONTRACTORS HAVE BEEN COMPLETED.**

**28. Village Ordinances**

The Company will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**29. Use of Village's Name**

The Company is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

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

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**COMPANY**

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**BUYER**

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

**Village of Downers Grove  
850 Curtiss Street  
Downers Grove, IL. 60515**



**219-365-7157 Phone**

**219-365-8572 Fax**

BY: Jim Castellano

NAME: Jim Castellano

TITLE: VP of Sales

DATE: 4/6/26

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

2/agreement/e-one.FSI.Squad2026



Exhibit A



## Exhibit B

**Title Information Form**

Please fill out the proper title information and return with the order submission. Please make sure the information is correct. This title will be processed using the information provided and **cannot** be changed. In the event that the information is incorrect, a new title will have to be ordered. Title form needs to be completed for **each** unit purchased.

FED ID # \_\_\_\_\_ Tax Exempt # \_\_\_\_\_

Customer: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

If the unit is being financed and has a lien holder, please fill out the information below.

Lien Holder Name: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

**ALL** MSO's and title paperwork are sent via UPS and require a signature. UPS cannot deliver to a P.O. Box. Does the title need to go somewhere other than the customer address listed above? If no, please leave blank.

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

**Submitted:**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name and Title (printed): \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Submit this form to the Sales / Contract Administrator with the completed order information package.***

FSI Use Only:

SO #: \_\_\_\_\_

Chassis VIN: \_\_\_\_\_



**Exhibit C**  
**Campaign Disclosure Certificate**

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant/Company agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

- Consultant/Company has not contributed to any elected Village position within the last five (5) years.

Jim Castellano  
Signature

Jim Castellano  
Print Name

- Consultant/Company has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name