



SVI Trucks | 3842 Redman Drive | Fort Collins, CO 80524 | svitrucks.com | 1-888-784-1112

PROPOSAL FOR MANUFACTURE AND SALE OF EMERGENCY VEHICLE

Buyer: Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

Date: 4/10/2025

SUPER VACUUM MANUFACTURING CO, INC. ("SVI"), a Colorado corporation hereby propose and agree to manufacture and furnish to Buyer the following vehicle and equipment (the "Equipment") subject to Buyer's acceptance of this Proposal.

PROPOSED EQUIPMENT: One (1) SVI 18' Air Truck Mounted on Freightliner M2 106, per attached specifications. Apparatus will be purchased with HGACBUY FS12-23. PERFORMANCE BOND
The successful Bidder will be required to provide a 100% performance

Proposal Price: **\$852,747**

1. **Specifications:** The Equipment will be manufactured or modified in accordance with the SVI specifications, clarifications, and exceptions attached, and in compliance with current National Fire Protection Association (NFPA) 1901 Guidelines (together, the "Specifications"), which are hereby incorporated by reference. The Specifications shall be the exclusive description of the Equipment, and the Specifications will prevail in the event of any conflict over any other description of the Equipment.
2. **Warranty:** The Equipment is sold subject to the standard SVI Limited Warranty as set forth in the SVI Limited Warranty Statement. Any product warranty rights provided by the manufacturer(s) of the incorporated cab/chassis or other components will be assigned or otherwise transferred to Buyer to the extent possible. Buyer acknowledges and agrees that any defects or deviations from the Specifications that may be discovered after Delivery shall be subject to correction under the terms of the SVI Limited Warranty.
3. **Pricing:** The Proposal Price above is valid for **30** calendar days from the date of this Proposal. The above Proposal Price does not include any state, federal or local taxes. Buyer will be solely responsible for payment of any taxes arising from the purchase and sale of the vehicle (other than those measured by or assessed upon SVI's or Dealer's net income).
 - a. Any increased cost incurred by SVI beyond our control due to changes, additions, or Federal Mandates to DOT, FMVSS / CMVSS, EPA, NFPA standards or supplier surcharges will be passed along to Customer as an addition to the Purchase Price.
4. **Payment Terms:** Final payment for the Equipment is due and payable in full upon Delivery as described below. In the event of a failure to make payment in full upon Delivery, then a daily finance and storage fee as set forth in the SVI General Terms and Conditions of Sale will apply. Upon Delivery of the Equipment, all risk of loss shall pass to Buyer. Buyer agrees to provide adequate liability and physical damage insurance and to provide evidence of such coverage to SVI upon request. The Manufacturer's Statement of Origin (MSO) for the Equipment shall be provided to Buyer only upon receipt of payment of all amounts due SVI in connection with or arising out of the purchase and sale of the Equipment.



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5. **Delivery:**

- a. Delivery will be made Ex Works (Incoterms 2020) at the SVI manufacturing facility in Fort Collins, Colorado.
- b. The estimated delivery time is **700** calendar days after receipt and approval of contract or purchase order, properly executed. (cab/chassis must be received within ONE HUNDRED EIGHTY (180) days or delivery may be delayed), and subject to the force majeure provisions of SVI's General Terms and Conditions of Sale.

SUPER VACUUM MANUFACTURING CO, INC. shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, pandemics, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

This delivery estimate is based on the SVI receiving complete and accurate information and paperwork from the Buyer and that no changes take place during pre-construction, mid-inspection, or final inspections. Any changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required.

6. **Cancellation:** If the contract is terminated by Buyer at any time prior to Delivery, then Buyer agrees to pay SVI and Representative for the Products provided (if any) and the work completed as of the date of termination.

7. **Optional Pre-Payments:**

- a. **Progress Payment:** Buyer may elect a progress payment for each unit ordered payable within approximately 8 months of order acceptance date or within 30 days prior to arrival of the chassis. The exact date payment is due will be determined at the pre-construction meeting.

Pre-Payment Amount: \$147,258

Discount Amount: (\$10,400)

Total Contract Amount After Discount: \$842,347

_____ Initial to indicate that a progress payment will be made.



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- b. **50 % Pre-Payment:** Buyer may elect a 50 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

Pre-Payment Amount: \$407,349

Discount Amount: (\$38,048)

Total Contract Amount After Discount: **\$814,699**

_____ Initial to indicate that a 50 % pre-payment will be made.

- c. **90 % Pre-Payment:** Buyer may elect a 90 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

Pre-Payment Amount: \$707,646

Discount Amount: (\$66,473)

Total Contract Amount After Discount: **\$786,274**

_____ Initial to indicate that a 90 % pre-payment will be made.

- c. **100 % Pre-Payment:** Buyer may elect a 100 % pre-payment for each unit ordered payable within 14 days of order acceptance date.

Pre-Payment Amount: \$779,168

Discount Amount: (\$73,579)

Total Contract Amount After Discount: **\$779,168**

_____ Initial to indicate that a 100 % pre-payment will be made.

Buyer: Lexington -Fayette Urban County Government Linda Gorton, Mayor
219 E Third Street
Lexington, KY 40508

By (Printed) _____

Signature: _____

Title: _____

Date: _____