



**APPARATUS PROPOSAL**

April 24<sup>th</sup>, 2023

Bulldog Fire Apparatus hereby proposes to furnish to the Town of Chilmark Fire Department the following Fouts Brothers Fouts F.O.U.R. utility pumper apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via Bulldog contract or customer purchase order.

Quantity: One (1) Fouts Brothers Fouts F.O.U.R. Utility Pumper Apparatus  
For the sum of **Three Hundred Fourteen Thousand 00/100** Dollars.  
(Plus applicable taxes if any)

**CONTRACT TOTAL: \$314,000.00 US DOLLARS**

Delivery is to be made subject to all clauses of the attached contract, within approximately **210 calendar days from receipt of commercial chassis**. Bulldog Fire Apparatus / Fouts Brothers will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Bulldog Fire Apparatus / Fouts Brothers which prevent or hinder manufacturing and/or delivery of the proposed apparatus. Bulldog Fire Apparatus reserves the right to withdraw this proposal, if not accepted within **thirty-(30)** days from the above date is hereby acknowledged.

Respectfully submitted by,

Marc G. Mazza

(Marc G. Mazza, Vice President of Sales)



### AGREEMENT OF SALE FOR FIRE APPARATUS

This agreement made by and between Bulldog Fire Apparatus, of 17 Winter Street Woodville, MA (Company) and:

Town of Chilmark Fire Department  
(Legal Name of Buyer)

<u>401 Middle Road</u>	<u>Chilmark</u>	<u>Massachusetts</u>	<u>02535</u>
(Address)	(City)	(State)	(Zip / Postal Code)

**BUYER INFORMATION:** Please select one-(1) option below

Municipal Corporation: \_\_\_\_\_ Non-Profit Corporation: \_\_\_\_\_

Business Corporation: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_

Other (specify): \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

**1. ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the fire apparatus ("Apparatus") described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions of the contract.

**2. DELIVERY SCHEDULE:** The Apparatus shall be ready for delivery F.O.B. Town of Chilmark Fire Department at approximately 210 calendar days from receipt of commercial chassis, subject to extension due to changes made by Buyer or in accordance with Sections 3 and 4 below.

A preconstruction conference MUST be completed as scheduled within 25 days of delivery to accomplish the above delivery schedule. Note: time will be added to delivery schedule for delays in timely meetings and signed changes to original specifications.

In order to establish a stable design, procurement, and delivery schedule, a Buyer change order cut-off will be enforced upon receiving the confirmed order and confirmed upon by the buyer at the conclusion of the predelivery inspection. Changes in major components, configuration, or other items that may change the major components or configuration, (body compartments and body, 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 will advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions will be mutually agreed upon by the Buyer and the Company.

Delivery will be made by Company to Buyer and the apparatus will remain covered under the insurance of the Company until the apparatus is delivered to and accepted by the Buyer. Upon delivery, Buyer will 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 will apply.

**3. CONTINGENCIES:** 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 will provide the Purchaser written notice of the expected delay and give reason for said delay.

**4. 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 will be reviewed for cost and schedule impact by the Company. Changes will be sequentially numbered. Change Orders will be prepared by the Company and executed by the Buyer. The price of the apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders will extend the completion and delivery of the apparatus.

**5. PERFORMANCE BOND:** As part of the Company's obligations under the terms of this Agreement, the Company may provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100 % of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Company and approved by Buyer's insurance agent. In the event no payment is due until after final delivery and acceptance of the apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond. If no performance bond is required, check here: X

**6. SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus will comply with the specifications, made a part of this contract.

**7. WARRANTY:** Will be as proposed in the attachment "A" Bulldog specification, made as part of this contract.

**8. PRICE:** The Buyer will pay, as a purchase price for the apparatus, the sum of : **\$314,000.00 US Dollars /**

**Three Hundred Fourteen Thousand 00/100 US Dollars**

This price includes the following taxes:

Any applicable taxes not specifically noted above will be paid by the Buyer directly or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

**9. TERMS OF PAYMENT:**

a) Terms of payment shall be: \$314,000.00 US Dollars

b) Check applicable method of payment for remaining balance due: **Please select one-(1) option below**

☐ Cash/cash equivalent at time of delivery (Due upon final inspection)

☐ Progress Payment Sales Contract - Financing\*

☐ Lease-Purchase Agreement - Financing\*

\* Lender/Leasing Company: \_\_\_\_\_

c) The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, will be paid at time of final inspection and signed acceptance.

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

e) It is agreed that the apparatus and equipment covered by this contract will remain the property of the Company and not be placed in service until the entire contract price has been paid in full.

f) A copy of the Buyer's tax-exempt certificate, if applicable, must be submitted with this signed contract.

**10. FINAL INSPECTION:** Bulldog Fire Apparatus requires, and the Town of Chilmark Fire Department agrees, that the unit will be inspected and/or delivered within seven (7) days of notice that the unit had been completed.

**11. CANCELLATION:** This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

**12. WARRANTY:** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS), EXCEPT THOSE SET FORTH IN BULLDOG'S APPLICABLE PUBLISHED WARRANTY POLICIES AND PROCEDURES IN EFFECT UPON DATE OF ACCEPTANCE OF ORDER. BUYER WILL BE GIVEN AT TIME OF EACH PURCHASE THE DOCUMENT CONTAINING THE BULLDOG LIMITED WARRANTY IN FORCE AT THE TIME OF SUCH SALE. COMPANY IS NOT AUTHORIZED TO ASSUME FOR BULLDOG ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF PRODUCTS COVERED BY THE AGREEMENT. COMPANY AND DEALER WILL PROMPTLY FULFILL THEIR RESPECTIVE OBLIGATIONS WITH RESPECT TO ANY WARRANTY CLAIMS.

**13. TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, Bulldog Fire Apparatus 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 will 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 as well as normal manufacturer yearly price increases. 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.

**14. CHANGES IN COMMERCIAL SPECIFICATIONS:** Specifications for all commercial components of the Apparatus, manufactured by companies other than Bulldog, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company shall not be liable for any specification deviations from original contract specifications on such components made by their original manufacturer.

**15. CHANGES IN REGULATIONS / INDUSTRY STANDARDS:** The Purchase Price is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or Emissions Regulations), industry standards (such as NFPA Standards) replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increase due to such changes beyond company control.

**16. GOVERNING LAW:** This Agreement will be governed by and consummated in accordance with the laws of the State of Massachusetts 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 will be brought in a court of record of the State of Massachusetts, Worcester County. Dukes ✓

**17. INDEMNIFICATION:** ~~Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, to the extent allowable by law arising from or related to a breach of such Party's obligations hereunder.~~

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.

**EXPLANATION OF CONTRACT AMOUNT**

The Town of Chilmark Fire Department will be purchasing the proposed vehicle through the National Purchasing Partners (NPP) cooperative purchasing agreement – contract number PS20225.

**BASE PROPOSAL PRICE: \$314,000.00**

**FINAL CONTRACT PRICE WITH OPTIONS: \$314,000.00 US DOLLARS**

This contract, to be binding, must be signed by an officer of the Town of Chilmark Fire Department or a person authorized, in writing, by the Town of Chilmark, MA to do so.

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

**Town of Chilmark Fire Department**

*(Buyer's Legal Name)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

This contract is not a valid and binding obligation until approved, dated and executed by Company. Delivery times begin with the date below.

ACCEPTED AND APPROVED BY REGISTERED REPRESENTATIVE:

By: \_\_\_\_\_  
[NAME]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED AND APPROVED BY DEALER NAME:

By: \_\_\_\_\_  
[NAME]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FEDERAL EXCISE TAX EXEMPTION CERTIFICATE – PLEASE SUPPLY FILLED OUT SALES TAX EXEMPTION**

(For use by United States, Territories, District of Columbia, or Political subdivisions)

Date: \_\_\_\_\_

The undersigned hereby certifies he is:

\_\_\_\_\_ of \_\_\_\_\_ (United States, Territories, District of Columbia, or Political subdivision)

And that he is authorized to execute this certificate and that the article or articles specified in the accompanying order or on the reverse side hereof are purchased from Bulldog Fire Apparatus, for the exclusive use of

\_\_\_\_\_  
(United States, Territories, District of Columbia, or Political subdivision.)

It is understood that the exemption from tax in the case of sales or articles under this exemption certificate to the United States, States, etc. is limited to the sale of articles purchased for their exclusive use; and it is agreed that, if articles purchased tax free under exemption certificates are used otherwise, or are sold to employees or others, such fact must be reported to the Federal tax Office of the article or articles covered by this certificate. It is also understood that fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000.00 or to imprisonment for not more than five years, or both, together with costs or prosecution.

\_\_\_\_\_ (Name or Organization)

By \_\_\_\_\_ (Signature)

**SALES OR USE TAX EXEMPTION CERTIFICATE**

Name of Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

City

State

Zip

The above names business, holder of the following State permit number

Number: \_\_\_\_\_ State: \_\_\_\_\_

Respectively certifies that all tangible property purchased from Bulldog Fire Apparatus, Woodville, Massachusetts is exempt from Sales of Use Tax for reason(s) checked below:

\_\_\_\_\_ Resale as tangible personal property      \_\_\_\_\_ Governmental Unit or Instrumentality

\_\_\_\_\_ Non or Charitable Unit

\_\_\_\_\_ Other (Explain Fully) \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Federal excise tax and State Sales Tax will be added if the above form is not completed and signed.