

012NOV30



One Industrial Complex – Nesquehoning, PA 18240
(570) 669-5132 [Phone] - (570) 669-5124 [Fax]
www.kovatch.com URL

APPARATUS PROPOSAL

DATE: November, 26, 2012

FOR: Town of Chilmark

MAILING ADDRESS: PO Box 119 401 Middle Road

Chilmark MA 02535

(City) (County) (State) (Zip)

Bidder hereby proposes to manufacture and furnish to Purchaser, subject to Purchaser's acceptance of the Bidder's proposal and the proper execution of the appropriate contract, the following apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via KME contract or customer purchase order.

Quantity: 1 KME Model: Commercial Wetside 3000 Gallon Tanker

For the sum of Two Hundred Twelve Thousand Three Hundred Eighty Five Dollars each.
(Plus applicable taxes if any)

TOTAL: \$212,385.00

Delivery is to be made subject to all clauses of the attached contract, within approximately 120 calendar days from receipt of the **CONTRACT/CHASSIS** by the Bidder. Company 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 Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged.

Respectfully submitted by,

[Signature]
Sales Representative

Bulldog Fire Apparatus
Company

17 Winter Street
Address

Woodville, MA. 01784
City, State, Zip

508-435-4200
Phone Number

KME Fire Apparatus
Apparatus Manufacturer

1 Industrial Complex
Address

Nesquehoning, MA. 18250
City, State, Zip

800-235-3928
Phone Number



**KME FIRE APPARATUS
CHILMARK FIRE DEPARTMENT
FIRE APPARATUS PROPOSAL**

OPTIONS LIST:

1. Provide two (2) alloy anodes in the pump manifold.
(1 on the intake side, 1 on the discharge side)
In addition to the zinc anode intake screens. ADD: \$ 346.00

2. Change the right side pump panel 3" discharge to a 4" discharge.
Changing this discharge to a 4" will enable the pump to be rated
at least 1500 GPM. ADD: \$ 1,395.00

3. If Chassis is not paid for at time of order
add to contact price. ADD: \$ 2,849.00

4. Payment for chassis at time of order placed
deduct from contract price. DEDUCT: \$ 900.00



AGREEMENT OF SALE FOR FIRE APPARATUS

THIS AGREEMENT is made between Kovatch Mobile Equipment Corp., t/a KME, of One Industrial Complex, Nesquehoning, Pennsylvania, ("Company") and:

Town of Chilmark _____, of

Legal Name of Buyer

401 Middle Road **Chilmark** **MA. 02535**

Address *City* *County* *State* *Zip*

"Buyer" Phone Number

BUYER INFORMATION (check one):

- Municipal Corporation Non-Profit Corporation
- Business Corporation Sole Proprietorship

Other (specify): _____

State of Incorporation: MA Date of Incorporation: 1694

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 set forth herein.

2. DELIVERY SCHEDULE: The Apparatus shall be ready for delivery F.O.B. _____ at approximately 120 days after receipt of Contract Chassis subject to extension due to changes made by Buyer or in accordance with Sections 5 or 12 below.

3. PRICE: Buyer shall pay to Company as the Purchase Price for the Apparatus the sum of Two Hundred Twelve Thousand Three Hundred Eighty Five U.S. Dollars
(\$ 212,385.00)

This purchase price includes the following taxes: N/A

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.

4. TERMS OF PAYMENT: Terms of payment shall be:

- (A) Due upon signing..... \$ 94,967.00
- Due upon completion/receipt of chassis... \$ _____
- Due upon delivery.....\$ 117,418.00

(B) Check applicable method of payment for remaining balance due:

- Cash/cash equivalent at time of delivery
- Installment Sales Contract - Financing*
- Lease-Purchase Agreement - Financing*

* Lender/Leasing Company: _____

(C) No payment of any amount due under this Agreement shall be made directly to a KME Sales Representative without prior written approval from Company.

5. CONTINGENCIES: Company 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 Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus.

6. WARRANTY: Company provides a limited warranty on new Apparatus of its own manufacture in accordance with the warranty terms set forth in the Specifications.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION.

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES: COMPANY 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, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

8. 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.

9. ENTIRE AGREEMENT; AMENDMENTS: 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 Company has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

10. SEVERABILITY: If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

11. CHANGES IN COMMERCIAL SPECIFICATIONS: Specifications for all commercial components of the Apparatus, manufactured by companies other than KME, 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 the original contract specifications on such components made by their original manufacturer.

12. 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 increases due to such changes beyond Company's control.

EXPLANATION OF CONTRACT AMOUNT

BASE BID PRICE: 212,385.00

OPTIONS:

FINAL CONTRACT PRICE WITH OPTIONS:

212,385.00

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 201____ .

(Buyer's Legal Name)

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Sales Representative: _____

Organization Name: _____

By: _____
Signature

Title: _____

This contract is not a valid and binding obligation until approved, dated and executed by Kovatch Mobile Equipment Corp., Nesquehoning, Pennsylvania.

ACCEPTED AND APPROVED BY KOVATCH MOBILE EQUIPMENT CORP.:

By: _____

Title: _____

Date: _____