

**TOWN OF CANTON, CONNECTICUT FIRE & EMS DEPARTMENT**

**AGREEMENT FOR THE PURCHASE  
OF AN AMBULANCE**

THIS AGREEMENT made this 31 day of July 2012, by and between the TOWN OF CANTON, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter "Town"), and BULL DOG FIRE APPARATUS, INC. of the Town of Woodville, Massachusetts (hereinafter "Vendor").

**WITNESSETH**

WHEREAS, the Town has issued a Request for Proposals to purchase a custom built, equipped ambulance (the "RFP"), as more fully described in the RFP;

WHEREAS, Vendor submitted a proposal to the Town dated June 28, 2012 (the "Proposal");

WHEREAS, the Town has selected Vendor to supply the equipped ambulance; and

WHEREAS, the Town and the Vendor desire to enter into a formal contract for the sale and purchase of the equipped ambulance;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General – The Vendor hereby agrees to sell, and the Town hereby agrees to purchase, the equipped ambulance described more fully in the RFP and Proposal attached hereto as an exhibit (the "Ambulance") and made a part hereof as though fully set forth. The Vendor agrees to all terms and conditions set forth in the RFP, the Proposal and this Agreement.

2. Purchase Price – The purchase price for the Ambulance shall be

The purchase price is derived as follows:

QTY.	MODEL	PRICE
(1)	CG3380-2012 Chevrolet Express Commercial Cutaway 159" WB DRW 4500, Type III, Class I Ambulance	\$196,712
(1)	(Reduction) Stryker Ambulance Cot Model #6500 Power Pro	(\$12,000)
(1)	(Reduction - Trade In) 2003 Ford E40 American LaFrance Type III, Class I Ambulance	(\$2,500)
	<b>TOTAL</b>	<b>\$182,212</b>

The purchase price may be increased or decreased by written change orders signed by authorized representatives of the Town and the Vendor. The Town is exempt from the payment of federal excise taxes and state sales taxes.

The Town shall purchase the Stryker Ambulance Cot Model #6500 Power Pro as described in the RFP and Vendor Proposal for \$12,000. The Town shall be invoiced separately for the Stryker Ambulance Cot at the time the ambulance is delivered to the Town.

3. Inspections – The Town has the right to inspect the Ambulance three (3) times, as follows: (a) before the Ambulance is painted, which inspection shall occur at the Vendor’s place of business; (b) after the Ambulance is painted, which inspection shall occur at the Vendor’s place of business; and (c) upon final delivery and prior to acceptance of the Ambulance, which the Town shall be solely responsible for all expenses occurring for any inspection trip desired.

4. Delivery and Acceptance – The Vendor shall deliver the Ambulance to the Town within 160 calendar days from the execution of this agreement. Upon delivery, the Town’s Fire Chief or his designee shall inspect the Ambulance and may accept it.

5. Payment of Purchase Price – The Town shall pay the Vendor the purchase price upon acceptance of the Ambulance. The Town’s payment shall be in the form of a check delivered to the Vendor’s representative.

6. Transfer of Ownership – The parties shall execute and deliver all instruments of conveyance and other documents as may be reasonably requested by the other party to make effective the transfers and vesting of ownership/titles described in this Agreement, including its attached exhibit.

7. No Misrepresentations or Omissions – No representation, warranty or statement of the Vendor in the Proposal or this Agreement, including the exhibit hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

8. Right to Terminate – Upon the failure of the Vendor to comply with any of the terms or conditions of this Agreement, the Town shall have the right to cancel the Agreement. Further, the Town may terminate all or a portion of this Agreement for its convenience and without cause.

9. Amendments – This Agreement may not be altered or amended, except by written agreement of the parties.

10. Entire Agreement – It is expressly understood and agreed that this Agreement states the entire Agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached hereto as an exhibit.

11. Validity – The invalidity of one or more of the phrases, sentences and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement and cannot be determined and effectuated.

12. Connecticut Law and Courts – This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and jurisdiction of any court of the State of Connecticut.

13. Compliance with Laws – The Vendor shall comply with all federal, state and local laws and regulations governing the scope of this Agreement, including without limitation health, safety and environmental requirements, whether or not such laws and regulations are fully and properly reflected in this Agreement or the exhibit attached hereto

14. Insurance – The Vendor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Request for Proposals, with a company or companies authorized to do business in Connecticut.

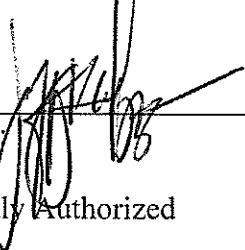
15. No Assignment – The Vendor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without the Town's prior written consent.

16. Execution – This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract 31 day of July 2012.

**BULL DOG FIRE APPARATUS, INC.**


Witness:

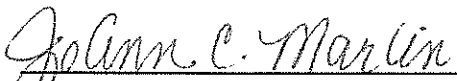
  
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By  
Its  
Duly Authorized

  
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**TOWN OF CANTON**

Witness:

  
\_\_\_\_\_  
Robert H. Skinner  
Chief Administrative Officer, Duly Authorized

  
\_\_\_\_\_  
JoAnn C. Martin