

**Town of Andover
Board of Finance**
Wednesday, July 26th 2023 at 7:00 P.M.
Location: virtual Zoom meeting

Regular Meeting Agenda

Zoom Directions:

Click here to join by computer for video/audio: <https://us02web.zoom.us/j/89175675109>

Call-in from your phone for audio: +1 646 558 8656.

Meeting ID: 891 7567 5109

Passcode: 565476

*Please mute yourself unless you are a board member or during Public Speak.

Regular Meeting Agenda

1. Call to Order/Pledge of Allegiance
2. Public Speak
3. Review Fire Department RFP
4. Public Speak
5. Adjournment



**NEW ENGLAND FIRE EQUIPMENT & APPARATUS
CORPORATION**
10 STILLMAN ROAD
NORTH HAVEN, CONNECTICUT 06473
TEL 203-239-5678

CONTRACT

THIS CONTRACT ("Contract") is made by and between New England Fire Equipment & Apparatus Corporation (NEFEA) and Town of Andover, CT ("Customer"). This Contract will not become binding upon NEFEA until it is executed by an authorized person on behalf of NEFEA, and the effective date of the Contract ("Effective Date") will be the date that the NEFEA authorized person executes the Contract. The parties hereby agree as follows:

- (1) Subject to the terms of this Contract, NEFEA shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
- (2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by NEFEA because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below. Notwithstanding anything to the contrary in this Agreement, if the costs to NEFEA of acquiring any of the raw materials used in the production and supply of the product(s) (including, without limitation, the costs of acquiring raw materials, costs associated with labor costs, shipping costs, or any other costs) materially increase from the cost levels as of the date of this Agreement, the parties agree that (1) buyer shall have the obligation to pay and reimburse to NEFEA such increased costs, or (2) NEFEA shall have the right in its discretion to terminate this Agreement, without further liability to Buyer, upon ten (10) days' notice to buyer. For purposes hereof, a "material increase" is defined to mean 5% of the quoted bill of material.
- (3) The Apparatus and Equipment shall be ready for delivery from NEFEA's dealership, within 450 days. **This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed CO to the factory. All days exceeding 10 days after the pre-construction conclusion with priced CO ready for approval will be added to the above-mentioned delivery timeframe.** Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time NEFEA requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- (4) A competent NEFEA service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5) In exchange for the Apparatus and Equipment, Customer agrees to pay NEFEA the sum of: **(\$967,262.00 Nine Hundred Sixty Seven Thousand, Two Hundred Sixty Two and 00/100 Dollars)** ("Purchase Price").
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by representatives of the Customer at NEFEA's dealership, completion of any discrepancy list, and shipment of Apparatus and Equipment from NEFEA's location. The Customers representatives shall be allowed sufficient time to conduct a thorough inspection of the apparatus. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications and any duly authorized Change Orders. NEFEA will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until NEFEA has received full payment of the Purchase Price and taxes if applicable.
- (7) NEFEA shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, non-delivery, recall or other breach by NEFEA, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. NEFEA shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
- (8) NEFEA warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects

with the Original Specifications and all duly authorized Change Orders. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(9) NEFEA 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, 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.

(10) The Apparatus and Equipment shall remain the property of NEFEA until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, NEFEA may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date NEFEA takes possession.

(11) This Contract will only be binding on NEFEA after it is signed and approved by an authorized person of NEFEA. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract, the Bid Proposal, the Original Specifications, and any duly authorized Change Orders shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(12) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(13) This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. Any suit, action or other legal proceeding arising out of or relating to this Contract may be brought in any court of competent jurisdiction and proper venue in the State of Connecticut

<p>Submitted to customer by: David P Bunnell on July 24th 2023 <i>NEFEA Sales Representative – Print Name</i> <i>Date</i></p> <p>_____ <i>NEFEA Sales Representative Signature</i></p>

This Contract is agreed to by the parties as of the Effective Date

NEFEA

Customer: _____

By: _____
NEFEA, Authorized Signature

By: _____
Customer Signature

Print Name

Print Name

Its: _____

Its: _____

Date

Date