



Burlington Fire Department



BUSINESS OFFICE

Three North Avenue

Burlington, Vermont 05401-8378

(802) 864-4352 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

TO: City Council

FROM: Lise E. Veronneau, Business Manager
BURLINGTON FIRE & POLICE DEPARTMENTS

DATE: October 28, 2013

RE: ***Ambulance Replacement FY 14***

This is a request from the Burlington FIRE Department to purchase a new ambulance and equipment under the Mayor's City Capital Fund, account 709-19-700-9500_110.

Request authorization to purchase a new ambulance as approved as part of the FY 14 Budget and sign the contract with **Cromwell Emergency Vehicles for an Osage 2014 Ford F450 Super Warrior Ambulance, after discounts, for \$171,460.**

Upon approval of the Board of Finance on the purchase, the contract will be reviewed by the City Attorney and subsequent amount of down payment will be processed to engage the building of the ambulance to the Burlington Fire Department's specifications.

The following equipment will also be purchased to properly deploy the ambulance:

Radios from Burlington Communications	\$10,050.00
Ambulance stretcher and stair chair from Stryker	\$ 9,610.48

Total: \$191,120.48

A City Resolution is being drafted in concert with the City Attorney for City Council approval.

CC: Seth Lasker, Fire Chief

Cromwell Emergency Vehicles

A Division of Cromwell Associates, Inc.
Providing Emergency Vehicles Since 1981

3A Rexford Way,
Clifton Park New York 12065
Business Phone 518-373-0807 Business Fax 518-373-0813

Purchase contract

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY.

THIS AGREEMENT, made the _ day of October 2013 by and between **Cromwell Emergency Vehicles**, a Division of Cromwell Associates Inc., 3A Rexford Way, Clifton Park, New York 12065 (hereinafter "Seller" or "Cromwell"), and the CITY OF BURLINGTON, VERMONT, a municipal corporation duly existing under the laws of the State of Vermont and having its principal place of business at 149 Church Street, Burlington, Vermont (hereinafter called "Buyer" or "Burlington")

In consideration of the covenants and agreements herein contained, the Seller and Buyer agree as follows:

Unit Purchased. The Seller agrees to sell and Buyer agrees to purchase (1) One **2014 F450 Osage Super Warrior** Ambulance (hereinafter "Vehicle"). Seller agrees to furnish all the materials, machinery and equipment and to perform all necessary labor to deliver to the Buyer said vehicle in accordance with the attached Exhibits.

This Agreement includes the following attached Exhibits:

Exhibit A Final Approved Specification Drawings dated by both parties

Exhibit B Order- Quote Form

Exhibit C Warranty of Ford Motor Co.

Exhibit D Warranty of Osage Industries

All Exhibits referenced above are incorporated into this Agreement by such reference as if set out in full. In the event there is a conflict between the Agreement and any of these Exhibits, the Agreement will control. In the event there is a conflict between the Exhibits, they will be interpreted in the following order of priority. Exhibit A will have first priority, Exhibit B will have second priority, Exhibit C will have third priority and thereafter in descending order.

Purchase Price. The Seller and Buyer agree to the following purchase price:

2013 F450 Osage Super Warrior

Based Price As Speced \$186,760.00

DISCOUNTS

“Crew Safe” option package - \$ 1,500.00

Repeat Customer Discount - \$ 3,000.00

Competitive Bid Allowance - \$ 7,000.00

Your Invoice Cost \$175,260.00

FORD GPC REBATE - \$ 3,800.00 *

* Must meet the Trade In Policy Agreement, Option C

Total Cost \$ 171,460.00

Deposit (10%) -\$ 17,146.00

Balance Due At Delivery \$ 154,314.00

3. Deposit Required. The Buyer agrees to remit the sum of **\$17,146.00** representing 10% of the purchase (invoice) price, at the time of signature of this Agreement. The Seller shall hold said deposit in escrow pending final delivery of the vehicle or upon such other conditions more specifically set forth herein in this Agreement.

4. Balance of Purchase Price. Final price is based upon F.O.B. destination, at the Buyer’s specified location. The balance of the purchase price shall be due and payable at the time the Vehicle ordered is received, inspected and is found by Burlington to comply with procurement specifications and is free of damage. Burlington shall wire transfer the funds or mail a check directly to Cromwell’s bank, with any such funds to be issued jointly to Cromwell and the bank.

5. Warranties. The price shall include a warranty, which is set forth by Ford Motor Company and Osage industries. No other warranties express or implied are created under this Agreement. See Exhibits C and D.

6. Change Orders. Buyer may make such other and further changes to its order as deemed necessary, until the time Seller submits the final specification drawings as approved by Buyer(Final Approved Specification Drawings, Exhibit A.) to manufacturer. Buyer agrees any change order shall be subject to a price increase as determined solely by Seller; all such increased costs shall be due and payable upon acceptance of the Vehicle as set forth above. Buyer further agrees that any change order may affect or delay final delivery of the Vehicle. All change orders shall be in writing, signed by both Seller and Buyer, and shall become part of this Agreement.

7. Specialized Equipment. Buyer and Seller acknowledge some specialized equipment (e.g., radios or other emergency equipment) requires prepayment prior to installation. In such case, Seller will notify Buyer of any such prepayment requirement. Buyer agrees to prepay for all such specialized equipment ordered within fifteen (15) business days from Seller's notification. Buyer recognizes any delay in the prepayment for such equipment may affect the delivery date of the vehicle.

8. Substantial Compliance. The Seller shall substantially comply with the Final Approved Specification Drawings, Exhibit A, in the design, construction and equipping of the vehicle. The Seller, in its sole discretion, reserves the right to substitute materials and/or equipment of equal or better quality, which it believes substantially complies with the Final Approved Specification Drawings.

9. Revocation. Buyer and Seller have twenty-four (24) hours from the date of execution of this Agreement to revoke same. Notification of revocation by either Seller or Buyer shall be made in writing and delivered to the other party via facsimile or first class mail.

10. Delivery Date. The Vehicle will be delivered to the Buyer on or about 210 days from the Seller's receipt of Final Approved Specification Drawings and receipt of Ford Chassis. Seller will promptly notify Buyer in the event the delivery date is extended beyond this projected time frame. Unforeseeable events or occurrences out of the control of Seller, such as acts of nature, strikes, and failure to secure delivery of a chassis may affect final delivery of vehicle, but Seller shall not be in breach of contract should an unforeseeable event occur.

11. Breach of Contract by Seller. The Seller and Buyer agree that, in the event of breach by Seller, the Buyer is limited to recovery of its deposit. Buyer is solely responsible for its own costs and legal fees.

12. Breach of Contract by Buyer. The Seller and Buyer agree that the Vehicle being manufactured and delivered under this Agreement is a unique and custom vehicle. If the Buyer, for any reason after the initial twenty-four (24) hour period, cancels or terminates this contract or otherwise refuses to perform according to its terms prior to the delivery of the Vehicle, the Seller shall be entitled to liquidated damages in the amount equal to the deposit remitted by Buyer. Seller and Buyer agree and acknowledge that damages for termination and/or cancellation of this Agreement cannot be reasonably calculated and, therefore, Buyer agrees to relinquish the deposit remitted to the Seller. If upon Seller's delivery of the vehicle to the Buyer the Buyer cannot perform by tendering the balance of the purchase price in accordance with the terms of the Agreement, the Seller shall be entitled to keep the deposit remitted by Buyer and commence legal proceedings to recoup the balance of the purchase price. Seller shall be required to make reasonable efforts to sell the Vehicle at a commercially reasonable price and deduct the sale proceeds from the balance of the purchase price.

13. Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. Buyer and Seller agree any legal proceedings shall be commenced in County of Saratoga, State of New York.

14. No Oral Representation. The parties acknowledge there are no oral representations. All obligations are set forth in this Agreement.

15. Trade-Ins. The Buyer agrees to NO Trade-in per Schedule C

16. Force Majeure. Neither Seller nor Buyer shall be liable, either may cancel this Agreement, when delays arise out of causes beyond the control and without the fault or negligence of either party. Such causes may include but are not limited to acts of God or the public enemy acts, of Burlington in its sovereign capacity in performance of its governmental duties, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control and without the fault or negligence of either party.

If either party is delayed in its performance as a result of the above causes, the may either parties may renegotiate the Agreement. If the parties cannot agree on a renegotiated Agreement, then the Agreement shall terminate.

17. No Assignment Seller shall not assign this Agreement or sublet it in whole or in part (unless specifically authorized in this Agreement or as mutually agreed to in writing by Buyer and Seller), or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the Buyer. Seller shall not assign any monies due, or to become due to it under this Agreement, without the previous written consent of Buyer.

18. Parties Authorized. The Seller and the Buyer warrant that the individual executing this document are duly authorized by their respective entities to enter into this Agreement and recognize that they are creating a legally enforceable contract.

PURCHASER'S SIGNATURE:

Signed in, Burlington, VT this _____ day of October, 2013 by

City of Burlington, Vermont

by _____.

Print Name: _____

Title: _____ Duly Authorized.

SELLER'S SIGNATURE:

Signed in Clifton Park, New York, this _____ day of October, 2013 by

Cromwell Emergency Vehicles

A Division of Cromwell Associates, Inc.

BARRY MICHAEL BASHKOFF,
President, Cromwell Emergency Vehicles



Contract Exhibit E

Cromwell Emergency Vehicles (Schedule "C")
A Division of Cromwell Associates, Inc.
Providing Emergency Vehicles Since 1981
3A Rexford Way, Clifton Park, New York 12065

Business Phone 518-373-0807 Business Fax 518-373-0813

Trade in Policy Agreement

One of the following trade in agreements has been indicated for your purchase

Agreement "A": NO Trade

The no trade agreement is designed for the customer that has no vehicle to trade or has a vehicle pre-sold, not needing to trade towards the purchase of a new vehicle.

Agreement "B": Co-Operative Trade

The cooperative trade agreement is designed for the customer and Cromwell Emergency Vehicles to have equal rights to pre-sell said trade vehicle, (described below) before delivery of and after your new vehicle is delivered to you. This means the customer has the right to enter into a separate agreement to pre-sell said trade vehicle for more money than the trade in value listed below. The procedure as illustrated here must be followed:

- 1) Your signature below verifies and agrees to the COOPERATIVE TRADE Agreement and price listed below.
- 2) If Cromwell Emergency Vehicles (referred here as CEV) pre-sells your ambulance, we will notify you within 24 hours of the sale or on the next business day of the pre-sale. Once notified, by phone, you can no longer advertise or promote the pre-sale of this vehicle. Official notification by CEV will be followed up in writing.
- 3) If YOU pre-sell your ambulance, you must notify Cromwell Emergency Vehicles of the pre-sale within 24 hours or the next business day following the pre-sale. Once notified, by phone Cromwell Emergency Vehicles, can no longer advertise or promote the pre-sale of your vehicle. Official notification by YOU will be followed up in writing.
- 4) If you pre-sell the vehicle, the trade in value, listed below is then added back into the purchase price and payable upon receipt and delivery of your new vehicle.
- 5) Once you notify Cromwell Emergency Vehicles of your pre-sale, any trade-in agreement is void. Please be sure you actually have the vehicle sold before you notify us. Once we stop promoting the pre-sale, the vehicle is yours and the agreed trade price added back into the final payment. In other words, once you tell us it is sold you cannot back out of the arrangement.

Agreement "C": Trade Only

The trade only agreement is designed for the customer that does not want to sell the trade vehicle. The value listed below for your trade will be deducted from the purchase price of your new vehicle. During the period that your new vehicle is being constructed, no sale of your present vehicle can be made by your organization with the signing of this agreement; Cromwell Emergency Vehicles can ONLY sell the trade vehicle. Any and all sales leads of said trade vehicle are to be directed to Cromwell Emergency Vehicles during the production of your new vehicle regardless of offered prices from other agencies or agents.

Page Two

Trade in Policy Agreement

***MAINTENANCE POLICY**

It is understood with the signing of this document that said trade in vehicle, DESCRIBED BELOW and on the attachment, will be maintained in top running order and In the same physical condition as at the time of contract, up to the date it is transferred to Cromwell Associates Inc.

Transfer will include ORIGINAL Vermont State title, with satisfaction of all liens, transferred to Cromwell Associates Inc.

Said vehicle must be capable of passing a standard New York State Motor vehicle inspection at a station designated by Cromwell Associates Inc. and approved by the

We are honored that the Burlington Fire Department has chosen to purchase your Osage Emergency Vehicle from Cromwell Emergency Vehicles.

You have indicated that you desire the

Agreement "A": NO Trade

Signatures Required

PURCHASER'S SIGNATURE:

Signed in Burlington Vermont on this day _ of July, 2013

By _____.

Print Name: _____

Title: _____ Duly Authorized

SELLER'S SIGNATURE:

Signed in Clifton Park, New York, this _____ day of October, 2013

By _____

BARRY MICHAEL BASHKOFF,
President, Cromwell Emergency Vehicles

A Division of Cromwell Associates Inc.

