500 V/4" St. Snyder, NE 88854 | Ft 402.988.2024 SMEAL-COM

PROPOSAL (General)

Date: 01/07/2019

TO: Millbrook FD

35 Merritt Avenue, Millbrook, NY 12545

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

One (1) 2019 Smeal Custom Pumper with a trade in of the 1998 FL/E-one pumper.

Chassis to be paid for upon delivery to SFA.

Balance due upon delivery to MFD.

Four Hundred ninety nine thousand and eight hundred thirty four

Dollars

Dollars 499,834

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same 360-390 calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Holding LLC., properly executed, subject to all causes beyond our control.

The amount named in this proposal shall remain firm for a period of 23 days from the date of same. All state and local taxes are included above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay delivery. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).



BID BOND

(Percentage)

BOND No: Bid Bond KNOW ALL PERSONS BY THESE PRESENTS, That we Smeal Holding, LLC of _____ 610 W. 4th Street, Snyder, NE 68664 , hereinafter referred to as the Principal, and Western Surety Company 333 S. Wabash Ave., Chicago, IL 60604 as Surety, are held and firmly bound unto Village of Millbrook 35 Merritt Ave. Millbrook, NY 12545 of , hereinafter referred to as the Obligee, in the amount of Ten Percent of Amount Bid _ (10% of amount bid), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for 1 - Smeal 2000 G.P.M. Side Mount Midship Pumper and Accessories mounted on 1 - Spartan Metro Star MFD Custom Chassis as per specifications. NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee provided; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect. SIGNED, SEALED, AND DATED this 8th day of January ,2019 Principal Smeal Holding, LLC Surety Western Surety Company Justin Haga Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Max B Van Wyk, Patricia A Zuk, Linda L De Vries, Alison L Van Wyk, Justin Haan, Individually

of Grand Rapids, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice F

State of South Dakota County of Minnehaha

SS

On this 27th day of October, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr. Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this <u>8th</u> day of <u>January</u>, <u>2019</u>.

WHET TO STREET THE STR

WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

NON-COLLUSION CERTIFICATION

By submission of a Bid proposal in response to this Request for Bids each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name of Firm:	New England Fire Equipment & Apparatus Corporation
Address of Firm:	10 Stillman Road
	North Haven, CT 06473
Telephone:	203-239-5678
By:	James E Feehan
	esentative of Vendor Firm or Corporation: The contractive of Vendor Firm or Corporation

James E Feehan

STATE OF Connecticut)				
COUNTY OF New Haven	_)	SS.:			
On the 7th day of January			, 20 <u>19</u> , be	fore me, the uno	dersigned, a
Notary Public in and James E Feehan	for	said	State,	personally to me or provid	appeared
the basis of satisfactory evidence to be					
instrument and acknowledged to me					
his signature on the instrument, the					
individual acted, executed the instru	ment.				
anual Tyma Payles	ten.				

NOTARY PUBLIC

AMANDA LYNN MCQUESTEN
NOTARY PUBLIC
State of Connecticut
My Commission Expires July 31, 2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an At the terms and conditions of the policy, certain certificate holder in lieu of such endorsement(Dollcies may require an e	policy(ies) must be ndorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WAIVED its certificate does not confer), subject to rights to the	
PRODUCER	9).	CONTACT	D-3			
Scott Insurance	CONTACT Maureen Doherty NAME: (203) 375-5947					
3151 Main Street		PHONE (A/C, No, Ext): (203) 375-5847 (A/C, No): (203) 378-9335 E-MAIL ADDRESS: mdoherty@scottinsurance.com				
2131 Main 2CleeC		ADDRESS: mdohert	y@scotti	nsurance.com		
Stratford CT 06614-48	4 #			RDING COVERAGE	NAIC #	
Stratford CT 06614-48	72	INSURER A: Arch I	nsurance	Company		
		INSURER B:AIG In	surance (Company		
New England Fire Equipment & Appar 10 Stillman Road	atus Corporation	INSURER C:				
10 Stillman Road		INSURER D :				
North Haven CT 06473		INSURER E :				
		INSURER F :				
THIS IS TO CERTIFY THAT THE POLICIES OF INSI	TE NUMBER:CL1562043			REVISION NUMBER:		
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLICIES	IENT, TERM OR CONDITION I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO	3 144 HOLL THA	
INSR LTR TYPE OF INSURANCE INSD WY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$	1,000,000	
A CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	300,000	
x	MFPK08554501	5/31/2015	5/31/2016	MED EXP (Any one person) \$	10,000	
				PERSONAL & ADV INJURY \$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:			:	GENERAL AGGREGATE \$	2,000,000	
X POLICY PRO-				PRODUCTS - COMP/OP AGG \$	2,000,000	
OTHER:				Employee Benefits Liability \$	1,000,000	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ (Ea accident)	1,000,000	
A X ANY AUTO SCHEDULED				BODILY INJURY (Per person) \$		
AUTOS AUTOS	MFCA08348101	5/31/2015	5/31/2016	BODILY INJURY (Per accident) \$		
X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE \$ (Per accident)		
				Underinsured motorist \$	100,000	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE \$	3,000,000	
A X EXCESS-LIAB CLAIMS-MADE				AGGREGATE	3,000,000	
DED X RETENTION\$ 10,000 WORKERS COMPENSATION	MFUM07988601	5/31/2015	5/31/2016	ş		
AND EMPLOYERS' LIABILITY				x PER STATUTE X CTH-		
_ OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$	1,000,000	
(Mandatory in NH) If yes, describe under	019609861	5/28/2015	5/28/2016	E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$	1,000,000	
· ·						
DESCRIPTION OF ORFOLENAME AND ADDRESS OF THE PROPERTY OF THE P						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO	ORD 101, Additional Remarks Scheo	dule, may be attached if m	ore space is req	uired)		
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AFRICA THE LOCATION				<u> </u>		
CERTIFICATE HOLDER		CANCELLATION				
			N DATE TH	DESCRIBED POLICIES BE CANCEI EREOF, NOTICE WILL BE DI CY PROVISIONS.		
		AUTHORIZED REPRESE	NTATIVE			
		M Doborts 30	ot Euco	maureen a B	thering !	

DAY: 2nd

DEPAR 60 STATE

STATE OF CONNECTICUT DEPARTMENT OF MOTOR VEHICLES

60 STATE STREET, WETHERSFIELD, CT 06161 DEALERS & REPAIRERS SECTION

LICENSE NO .	
LICENSE NO .:	

YEAR: 2008

KNOW ALL M	7			Effective Date: May 5, 2008					
SURETY BOND INFORMATION	\$20,000 M. V. Dealer		REPAIRER/L	IMITED REPAIRER	\$10,000 LEASING O	R RENTAL CO.	SURETY BO	OND NO. 06408	
LICENSEE AS	New England Fire Equipment & Apparatus Corp.						DEALER/RE (If Currently	EPAIRER/LEASING LIC. Lic. by DMV)	
PRINCIPAL	10 Stillman	and Street Rd No			City or Town		State	Zip Code	
		YCOMPANY N SURETY	COMPAN	Y :			-		
SURETY COMPANY	101 South	LAWS CORPOR	Avenue	Sioux IZED AND EXISTING	City or Town Falls, Sout		State 57.	Zip Code 104-6703	
	South:	Dakota							
WHEREAS, the Statutes, and, V	ONS OF THIS O	applicant or	licensee u	nder the nurviev	of Section 14-5	2 or Section	14-15, C	Connecticut Gen	
him in the amou limited repairer. complying with i indemnity for ar revocation of the Connecticut for Commissioner of Commissioner of Commissi	unt of either \$20, or \$10,000 in the fire provisions of a iverse sustained disconsisted the benefit of an of Motor vehicles aggregate liability	ant to the part to	or ovisions of his licent case of a remotor vehice rederal larson by re going out of liparty, bu earing hel all cover accord shall	of Section 14-52 sure, to furnish to motor vehicle decide leasing or relaw or regulation ason of any act of business. Sut the penalty of dispersion of and omission not exceed the property of the penalty of the penalt	2(b) or Section 1 ne Commissioner aler or \$5,000 in thing company correlating to the cos of the licenses of the bond shall or accordance with a cocuming during enal amount.	4-15, Conner of Motor Ver the case of onditioned up onduct of such executed not be invoked that the proving the period	ecticut Gebicles a farmotor the ach busine grounds in the na ed excepsions of the lice	eneral Statutes, bond satisfactor vehicle repaire applicant or liceness and provided for suspension ame of the Statute Upon order of Chapter 54 of tense granted to	
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MONTH: May

22. 22.	MARSH	per 3750 de 2650 de 2750 de 2 2000 de 2750 d	CERTIFIC	ATE OF IN	SURANCE		ICATE NUMBER			
PRO	DUCER MARSH USA INC. SUITE 700 200 OTTAWA AVE., N.W.	and the second	POLICY, THIS	'ON THE CERTIFICATE	MATTER OF INFORMATION ON HOLDER OTHER THAN THOSE OT AMEND, EXTEND OR ALTE	ILY AND	ED IN THE			
-	GRAND RAPIDS, MI 49503			COMPANIES AFFORDING COVERAGE						
40u .	s303-04		COMPANY A N	AUTILUS INSURA						
INSU	SPARTAN MOTORS		COMPANY B N	/A						
	1165 REYNOLDS ROAD CHARLOTTE, MI-48813		COMPANY C A	XIS Specialty Insu	rance Company		THE PROPERTY OF THE PROPERTY O			
			COMPANY	AXUM INDEMNIT						
e de samento	NOTWITHSTANDING ANY REQUIREMENT.	CERTIFICATE SUPERSEDES AND REPLACE F INSURANCE DESCRIBED HEREIN HAVE TERM OR CONDITION OF ANY CONTRACT Y THE POLICIES DESCRIBED HEREIN IS SU D BY PAID CLAIMS.	S any previously iss	sued certificate for HE INSURED NAMED	the policy period noted be HEREIN FOR THE POLICY PI	RIOD IN				
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LII	MITS				
Α	GENERAL LIABILITY	BK00101240	11/01/04	11/01/05	GENERAL AGGREGATE	\$	2,000,000			
	X COMMERCIAL GENERAL LIABILITY		-		PRODUCTS - COMP/OP AGG	\$	2,000,000			
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	\$	1,000,000			
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$	1,000,000			
	X BROAD FORM VENDORS				FIRE DAMAGE (Any one fire)	\$	N/A			
	AUTOMOBILE LIABILITY				MED EXP (Any one person)	\$	N/A			
	ANY AUTO				COMBINED SINGLE LIMIT	\$				
	ALL OWNED AUTOS SCHEDULED AUTOS		r		BODILY INJURY (Per person)	\$				
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$				
					PROPERTY DAMAGE	\$				
	GARAGE LIABILITY	·			AUTO ONLY - EA ACCIDENT	\$				
	ANY AUTO				OTHER THAN AUTO ONLY:		9 (B) (B) (B) (B) (B)			
					EACH ACCIDENT					
c	EXCESS LIABILITY	AAU70463504 - \$5,000,000	44/04/04		AGGREGATE	\$				
D	X UMBRELLA FORM	EXC600076802 - \$5,000,000	11/01/04 11/01/04	11/01/05	EACH OCCURRENCE	\$	30,000,000			
E	OTHER THAN UMBRELLA FORM	MEW7756330 - \$20,000,000	11/01/04	11/01/05	AGGREGATE	\$	30,000,000			
ļ	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		11101704	11/01/03	WC STATU- OTH TORY LIMITS ER					
	EM LOTERS EMPLETT				EL EACH ACCIDENT	\$				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE INCL				EL DISEASE-POLICY LIMIT	\$				
<u> </u>	OFFICERS ARE: EXCL				EL DISEASE-EACH EMPLOYER					
	OTHER					<u> </u>				
Dee	CRIPTION OF OPERATIONS, OF THE PARTY OF THE	THE PROPERTY.		3						
253	CRIPTION OF OPERATIONS/LOCATIONS/VE	INICLES/SPECIAL ITEMS								
				,						
CE	RTIFICATE HOLDER			ATION		* 1894 (1872) * 1814 (1872)				
					HEREIN BE CANCELLED BEFORE TH					
	NEW ENGLAND FIRE EQUI	PMENT			L ENDEAVOR TO MAIL30 D					
-	& APPARATUS CORP 10 STILLMAN ROAD		1		FAILURE TO MAIL SUCH NOTICE SHA					
1	NORTH HAVEN, CT 06473		l l	LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC.						
nden) -	Son (See See) 2000 pm weeken stadius (L. 2008) en hoof	eMin agrajant aurik i neen illi keelisii ee	BY: James D	awdy _5						
			MM1(3/02)		VALID AS OF	: 11/03	3/04			





STATE OF CONNECTICUT

Department of Motor Vehicles 60 State Street, Wethersfield, CT 06109

License Number

N2564

Effective: November 1, 2017 Expiration: October 31, 2019

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