

PURCHASE PRICE AGREEMENT

THIS PURCHASE PRICE AGREEMENT is entered into on the ____ day of April, 2018, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and American Response Vehicles Inc., a Missouri Corporation authorized to conduct business in the State of Illinois with offices at 521 Hillsdale Road, Columbia, Missouri 65201 ("Contractor").

1. Price

The Village of Oak Park's Fire Department issued a Request for Proposals ("RFP") dated June 15, 2020 for the purchase of an ambulance as more fully set forth in the RFP, incorporated herein by reference as though fully set forth. The Contractor has provided the Village with its Proposal for a 2020 Ford F-550 4 x 4 Type 1 ambulance with Stryker Power Load Cot System, which consists of the Contractor's Sales Agreement, Contractor's Proposal dated July 2, 2020 and Shop Order dated September 1, 2020, all incorporated herein by reference as though fully set forth (collectively referred to as "Proposal"). The total purchase price for the ambulance shall not exceed \$283,004, which includes the trade-in of the Village's 2009 wheeled coach ambulance for the amount of \$8,500 ("Village ambulance"). The Contractor accepts the Village ambulance in as-is condition with any and all warranties of quality, fitness and merchantability excluded.

2. Conflict

The Village accepts the Contractor's Proposal and agrees to purchase from the Contractor the ambulance as set forth in its Proposal. If the Contractor's Proposal conflicts with this Purchase Price Agreement or the Village's RFP, this Purchase Price Agreement and/or the Village's RFP shall control to the extent of such conflict.

3. Tax Exempt

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. The Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

4. Payment

The Village will pay all undisputed portions of invoices within thirty (30) days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

5. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

6. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

7. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Agreement.

8. Effective Date

The effective date of this Agreement shall be the date of execution of the Village Manager of Oak Park as set forth below.

**[REMAINDER OF PAGE INTENTIONALL LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

AMERICAN RESPONSE VEHICLES INC.

Cara Pavlicek, Village Manager

Print Name: _____

Title: _____

Dated: _____, 2020

Dated: _____, 2020

ATTEST

ATTEST

Vicki Scaman, Village Clerk

Print Name: _____

Title: _____

Dated: _____, 2020

Dated: _____, 2020