

AGREEMENT

THIS AGREEMENT, made and entered into this **29th** day of **March, 2016**, by and between the City of Farmington Hills, Oakland County, Michigan, on behalf of themselves and the MITN Purchasing Cooperative, Party of the First Part, hereinafter called OWNER, and Party of the Second Part, **Mercy Sales representing Marque Ambulance**, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the OWNER, for the consideration hereinafter named agree as follows:

ARTICLE I - THE WORK

It is agreed that the CONTRACTOR shall furnish all the labor & materials to deliver products shown and called for in the request for proposals titled:

FH-15-16-1899 Types I & III Ambulances, Related Equipment and Services

prepared by the City of Farmington Hills, Central Services Department, Oakland County, Michigan, acting as, and in these Contract Documents entitled, the Contract Manager, and shall do everything required by the Contract Documents.

ARTICLE II - THE TIME

It is agreed that the CONTRACTOR shall begin work under this Contract upon receipt of written notice to proceed and that the CONTRACTOR will fulfill all contract requirements for a period of **three (3) years from date of contract award**. It is further agreed that The City of Farmington Hills acting on behalf of themselves & agencies from the MITN Purchasing Cooperative may opt to extend the pricing, terms and conditions of this contract for **three (3) additional one-year periods upon mutual consent**.

ARTICLE III - OWNER'S RIGHT TO CANCEL

It is agreed that if at any time the Contractor should abandon this work; or if he should be adjudged a bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to fulfill portions of the contract requirements the Owner shall have the right to cancel the Contract with seven ten (10) days written notice. Failure to perform specified duties listed herein after two (2) written notices shall constitute grounds for cancellation

ARTICLE IV - ASSIGNMENT OF CONTRACT

It is agreed that the CONTRACTOR shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the OWNER to do so.

ARTICLE V-GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

ARTICLE VI-NONDISCRIMINATION

The CONTRACTOR agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The CONTRACTOR further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. The CONTRACTOR

agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

ARTICLE VII- SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

ARTICLE VIII-FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The OWNER may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

ARTICLE IX- CONFLICT OF INTEREST

The CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the state laws of any agency participant or to any employee of participating agencies to secure favorable treatment with respect to being awarded this contract.

ARTICLE X-INDEPENDENT CONTRACTOR

The CONTRACTOR shall be an independent CONTRACTOR, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

ARTICLE XI-NON-IRAN LINKED BUSINESSES

The CONTRACTOR certifies that it is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012, and will supply any further certifications or information submissions requested by the City of Farmington Hills or participating agency in this regard.

ARTICLE XII - DELIVERY & PAYMENT TERMS-CHASSIS & MODULE

It is agreed that:

- a. The Time of delivery from each participating agency's approved order will not exceed 180 Days. Any change orders requested after acceptance of final drawings may result in price increases & delivery delays.
- b. Each agency will agree to pay the CONTRACTOR, at the next available payables cycle, for the chassis upon confirmation of delivery to the CONTRACTOR. The CONTRACTOR must notify the appropriate agency thirty (30) days prior to chassis delivery in order to ensure prompt payment.
- c. After final inspection, the completed vehicle shall be delivered (FOB Destination) to each agency by the CONTRACTOR. Payment of 50% of the remaining total order will be issued to the CONTRACTOR upon delivery of each unit (FOB Destination). The CONTRACTOR must notify the appropriate agency thirty (30) days prior to the delivery date in order to process payment.
- d. The remaining balance will NOT be issued until all of the punch list items are completed. Each agency will agree to provide a punch list within seven (7) calendar days from delivery date; conversely the CONTRACTOR will agree to complete ALL punch list repairs within seven (7) calendar days, unless otherwise agreed upon by the agency & CONTRACTOR.
- e. Since delivery schedules proposed are important in the award, the delivery schedules that are submitted by the CONTRACTOR shall automatically become binding upon the successful CONTRACTOR. Delivery delays due

to component supply problems or delivery problems to the manufacturer shall not penalize either the CONTRACTOR or the manufacturer.

- f. The CONTRACTOR must deliver with each vehicle the Title/Application for Title stating each agency's name (e.g. "The City of Farmington Hills") as the sole owner of the vehicle. (A Certificate of Origin is NOT ACCEPTABLE). Final payment will not be made to the CONTRACTOR until the Title/Application for Title has been received and all other delivery terms, as previously stated are met.

ARTICLE XIII - CONTRACT PRICING

It is agreed that:

- a. The CONTRACTOR will provide as needed customized price quotes for all participating agencies, for Chassis, Cab & after warranty parts based on the pricing scheme outlined in **PROPOSAL # fh-15-16-1915**. The pricing scheme shall remain in affect for the entire contract and extension period. However, actual item pricing will be adjusted by the OWNER, periodically based on requests made in writing by the CONTRACTOR. Price adjustment requests will be accepted on a yearly basis or upon notice of substantial market index changes as noted by the CONTRACTOR. All requests for price adjustments must be submitted in writing the City of Farmington Hills Purchasing Department, with applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s) or any other documentation supporting a request for price adjustment. If the request (s) is/are approved by the City of Farmington Hills, the adjusted prices shall be firm and fixed for the term of the new period.
- b. When appropriate, the value in US Dollars, of trade-ins can be negotiated between a participating agency and the CONTRACTOR. Participating agencies reserve the right to accept or reject trade-in offers or advertise the equipment through auction and accept the offer that is most beneficial to the Participating agency after proposals are received.
- c. The CONTRACTOR shall issue volume rebates to participating agencies, based on the total volume from the MITN Purchasing Cooperative. A Contract year is defined as orders place within one (1) year from the contract date and renewing annually throughout the entire contract term and all extensions. Rebate schedule is outlined below

Number of Ambulances Ordered per Contract year

Rebate per Ambulance

0-5	\$ 0.00
6-10	\$1,250.00
11-15	\$1,875.00
16-25	\$2,000.00
26-35	\$2,125.00
36-45	\$2,200.00
46+	\$2,250.00

Any Rebates available for Chassis not purchased from the State contract pricing schedule for Ford or GM and/or any other OEM chassis provider will be documented and passed along as an additional discount to participating agencies.

Additional discounts for identical multiple truck orders will be negotiated with participating agencies.

The person representing the CONTRACTOR who will submit written invoices for payment is designated as: ...

Anthony Thompson Sales Representative . The person representing the OWNER to whom invoices are to be submitted

And questions regarding payment for the City of Farmington Hills is Dana Catt-Young, Accounts Payable Clerk.


It is agreed that no issues regarding payment of invoices by individual agencies shall affect the delivery of goods and services to other agencies.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first written above for **Types I & III Ambulances, Related Equipment and Services**

CITY OF FARMINGTON HILLS - MUNICIPALITY


WITNESSES

 4/26/16 BY: **Dave Boyer, City Manager/Date**

 4/26/16 BY: **Pam Smith, City Clerk/Date**

CONTRACTOR

WITNESSES

Sonia Weber BY  4/14/16
Contractor/Date
mercy Sales President

BY: _____ Contractor 2/Date

Contractor's signature (s) must be notarized:

STATE OF Michigan)
COUNTY OF Saginaw)

SONIA WEBER
NOTARY PUBLIC - STATE OF MICHIGAN
BAY COUNTY
My Commission Expires September 24, 2017
ACTING IN Saginaw COUNTY, MICHIGAN

Subscribed and sworn to before me this 14th day of April 2016


Notary Public

_____ County _____



My Commission Expires: _____