

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PURCHASE ONE (1) 2025 FREIGHTLINER M2 CHASSIS MEDIUM DUTY LIFE LINE HIGHLINER AMBULANCE MODEL FROM PFUND SUPERIOR SALES CO., INC. THROUGH THE STATE OF OHIO PURCHASING PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the Village is a member of the State of Ohio, Department of Administrative Services Cooperative Purchasing Program; and

WHEREAS, the Village wishes to purchase one (1) 2015 Freightliner M2 Chassis Medium Duty Life Line "Highliner" Ambulance Model, from Pfund Superior Sales Co., Inc. ("Pfund") through the State's Cooperative Purchasing Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

SECTION 1. The Mayor and Finance Director are authorized and directed to purchase one (1) 2025 Freightliner M2 Chassis Medium Duty Life Liner "Highlander" Model, from Pfund Superior Sales Co., Inc. for a total amount not exceed \$361,923.00 through the State of Ohio, Department of Administrative Cooperative Purchasing Program, as set forth in the proposal attached as Exhibit A and incorporated fully herein by reference.

SECTION 2. Because this purchase is made under the State of Ohio, Department of Administrative Services State Purchasing Program, this Council waives the requirement for competitive bidding pursuant to Section 141.03(f) of the Richfield Codified Ordinances.

SECTION 3. The Mayor and Finance Director are authorized and directed to make immediate payment of the total purchase price of the new ambulance so that Pfund can begin to order the parts and commence the requisite construction of said ambulance, which is currently estimated to be completed approximately 2.5 years after receipt of payment of the purchase price.

SECTION 4. It is found and determined that: all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary in order for the new Fire Department Ambulance to be in use at the earliest possible time in the interest of public safety; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10-3-23

Joe A. Malypp
President of Council

Michael Uebel
Mayor

Dated: 10/3/2023

ATTEST:

[Signature]
Clerk of Council



221 Chester Drive
Lower Burrell, PA 15068
Phone: 724-339-1600
Fax: 724-339-7509

PURCHASE AGREEMENT

PURCHASER

Village of Richfield Fire Department
4450 W. Streetsboro Rd
Richfield, Ohio 44286

SELLER

Pfund Superior Sales Co., Inc.
515 East Turkeyfoot Lake Rd. Suite D
Akron, OH 44319

Seller sells to Purchaser (1) 2025 Freightliner M2 Chassis Medium Duty Life Line "Highliner" Ambulance, VIN # TBD as per the proposed specifications and modifications, F.O.B. Richfield, OH. Estimated Delivery will be up to 2.5 years after order is placed. The ambulance module production does not commence until the chassis has arrived at Life Line Emergency Vehicles. The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicle covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time as will changes to this contract once the contract has been placed with Life Line Inc. Additions or deletions can only be made if the vehicle has not passed that point in production and the cost of the addition, deletion or change would be assessed at the time of request. Change order fees may apply.

- (1) 2025 Freightliner M2 Medium Duty Life Line "Highliner" ambulance including the Standards and Options Included on the attached Quote Writer Form.

Estimated Cost for Ambulance as per proposed.....\$ 361,923.00

Down Payment Required At Order Is Placed.....\$ 111,234.00

NOTE:

Payment Options:

- 1. Remainder of unpaid balance paid at delivery may be subject to cost increases on production material if market request increase.**
- 2. Payment In Full At Time Of Order- This option would lock in pricing of ambulance build.**

NON-REFUNDABLE DEPOSIT (N/A): The Seller shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit.

DESIGN CHANGES BY THE MANUFACTURER: The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories or parts of the vehicle covered by this agreement either before or after delivery to Purchaser.

PAYMENT OF SALES AND USE TAXES: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

EXECUTION OF OTHER DOCUMENTS: The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER: The Purchaser agrees to pay the balance due on delivery pursuant to the terms specified and to accept delivery of the ordered motor vehicle. Seller will provide a final invoice (15) calendar days prior to delivery so serve as notification that the vehicle will be completed for delivery and payment. In the event Purchaser fails to take delivery of the vehicle, Purchasers Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable.

WARRANTYS: All warranties are issued by the chassis manufacturer, the ambulance builder, and component parts suppliers and seller shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers.

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<u>PURCHASER</u>	<u>SELLER</u>
Village of Richfield Fire Department 4450 W. Streetsboro Rd. Richfield, OH 44286 BY: _____ Print Name & Title _____ DATE: _____	Pfund Superior Sales Co., Inc. 515 E. Turkeyfoot Lake Rd. Suite D Akron, OH 44319 BY: <i>Derek Shaffer</i> Derek Shaffer -Ohio Ambulance Sales DATE: September 20, 2023