

*Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568*

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

-----Please Read, this is your Order Confirmation-----
Wednesday, June 11, 2014

CHRIS SPARKMAN
VILLAGE OF GRAYSLAKE
10 S SEYMOUR AVE
GRAYSLAKE, IL 60030

Dear Chris:

This letter is to acknowledge your recent order from our Fleet Sales Program. We are pleased you have again chosen your vehicle from us and we have ordered it as follows. Note delivery is estimated in 90-120 days after your order.

1	2015 Ford F250 Crew Cab 4x4 Pickup	
	Includes All Standard Pkg Equipment	10,000 GVWR
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$23,490.00
	USE 8ft LONG Bed	\$180.00
	USE 6.7 Litre Turbo Diesel V8	\$6500.00
	Cruise Control NOT ORDERED	
ADD	Auxil Springs & Stabilizer Bar	\$150.00
	Electric Shift on the Fly 4x4	\$175.00
	3.55 Electronic Locking Axle	\$330.00
	All Terrain Tires	\$120.00
	Snowplow Prep Pkg	\$75.00
	Built in Factory Trailer Brake	NOT Ordered
	Factory Black Running Boards	\$350.00
	Factory Spray in Bedliner	\$475.00
	15"LED Low Profile Roof Strobe Light	\$550.00
	TOMMYGATE Model 60 1000lb Liftgate	\$3075.00
	Delivery to your Location	\$275.00
	New Municipal Lic & Title	NOT ORDERED
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	

YOUR COST, P/O # Contract \$35,745.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

PROPOSAL/CONTRACT
FOR THE
PURCHASING/DELIVERING OF PUBLIC WORKS TRUCK #1

Full Name of Bidder Bob Ridings Inc
 Principal Office Address 931 Springfield Rd
Taylorville IL 62568
 Local Office Address _____
 Contact Person Todd Crews Telephone 217-824-2207

TO: **VILLAGE OF GRAYSLAKE**
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER

1. EQUIPMENT PROPOSAL

- A. Contract and Equipment. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance, all of the following, all of which is herein referred to as the "Equipment"
- B. Performance Standards. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. SCHEDULE OF PRICES

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

*To Chris
Sparkman
6 pg*

SCHEDULE OF PRICES

**Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568**

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Tuesday, June 10, 2014

CHRIS SPARKMAN
VILLAGE OF GRAYSLAKE
10 S SEYMOUR AVE
GRAYSLAKE, IL 60030

Dear Chris:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 90 days after your order.

1	2015 Ford F250 Crew Cab 4x4 Pickup	
	Includes All Standard Pkg Equipment	10,000 GVWR
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$23,490.00
	USE 8ft LONG Bed	\$180.00
	USE 6.7 Litre Turbo Diesel V8	\$6500.00
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	Delivery to your Location	\$275.00
	New Municipal Lic & Title	NOT ORDERED
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	YOUR COST, P/O # Pending	\$35,745.00

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Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment are included in the Schedule of Prices

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment no later than 30 days following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to accept this Proposal/Contract, Bidder hereby represents and warrants as follows:

- A. The Equipment. The Equipment, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (II) a violation of either Section 11E-3 or Section 11E-4 of Article 11 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

In submitting this Proposal/Contract, Bidder acknowledges and agrees that:

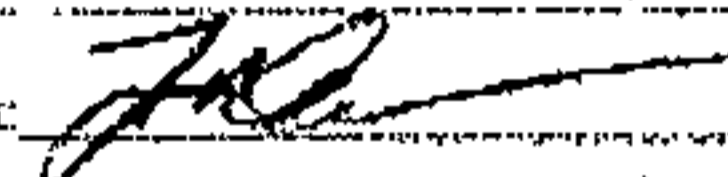
- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract.
- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.

- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract, nor any affirmation or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract, nor any order by Owner for the payment of money, nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Proposal/Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder, or of any requirement or provision of this Proposal/Contract, or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absence of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

Bidder's Status: Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: Bob Ridings Inc

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: Todd Crews

(if corporation) Title/Position: Fleet Sales Mgr

Bidder's Business Address: 931 Springfield Rd, Taylorville IL 62568

Bidder's Business Telephone: 217-824-2207 Facsimile: 217-824-4252

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Robert R Ridings, Owner/President,		931 Springfield Rd, Taylorville IL
Cathy Xamis, Secretary,		931 Springfield Rd, Taylorville IL
Rick Ridings, Treasurer,		931 Springfield Rd, Taylorville IL

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 10th day of June, 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE ("Owner")

UBK
By: [Signature]
Michael J. Ellis
Village Manager

Attest: [Signature]
Deputy Village Clerk

