

PCB21-31 ITB POLICE DEPARTMENT VEHICLES



**PCB21-39
INVITATION TO BID
POLICE DEPARTMENT VEHICLES**

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

September 9, 2021

ADVERTISEMENT TO BID
PCB21-39 ITB POLICE DEPARTMENT VEHICLES

The City of Panama City Beach is requesting sealed Bids for Four (4) various street appearance vehicles for the Police Department. The preferred 2021 or newer vehicles requested are **one (1) 4 door Sedan, one (1) 4 door SUV, one (1) crew cab 4X4 pickup Truck and one (1) dual sliding door Minivan.** The City will accept one or more of the same preferred vehicles or any combination of preferred vehicles, however, the total vehicle quantity cannot exceed four (4). These vehicles will be used strictly for the Police Department. The equipment shall be new, of current manufacture, and must meet all State and Federal Safety Standards in effect at the time of delivery. Any items appearing in the manufacturer's regular published standard specifications furnished by the bidder are assumed to be included in the Bid Proposal. Any deletions or variations from manufacturer's standard published specifications must be outlined in an attached letter. Deviations from these specifications which do not impair comparative functional equivalency will be reviewed.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All Bids must be received no later than **Monday, September 27, 2021, at 12:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com and on [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **September 9, 2021.**

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and two copies along with a CD or flash drive may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB21-39 ITB POLICE DEPARTMENT VEHICLES** the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to: **City of Panama City Beach City Hall, ATTN: Purchasing Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413**

The City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

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Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100 or email: Purchasing@pcbfl.gov**

INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a vendor or combination of vendors which can deliver one or more of the four (4) 2021 or newer vehicles with a preferred delivery of 45 days or less after the Notice of Award.

BID DUE DATE & TIME: Monday, **September 27, 2021, AT 12:00 P.M.** CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 1:30 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 12:00 P.M. on, Monday, September 27, 2021. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB21-39 ITB POLICE DEPARTMENT VEHICLES**, Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit one (1) complete Bid response. along with one (1) electronic formatted copy that includes all the required documentation:

A complete BID response shall consist of the following required documents:

1. Bid Form
2. Drug Free Workplace
3. Public Entity Crime Statement
4. E-Verify Form
5. Non-Collusion Affidavit

Additional reference documents:

1. Notice of Award
2. Agreement

The City may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn by the BIDDER prior to the above scheduled time for the opening

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of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered, no exceptions.

BIDDERS must submit all questions, if any, in writing at least **seven (7)** days prior to the BID date. If necessary, questions will be answered as ADDENDA and will be issued to the Contract Documents and posted on the City's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.

I. General Conditions

- A. The purpose of this bid is to receive a firm, fixed purchase price for each of **four (4) 2021 or newer vehicles**. The four (4) 2021 or newer preferred vehicles are **one (1) 4 door Sedan, one (1) 4 door SUV, one (1) crew cab 4X4 pickup Truck and one (1) dual sliding door Minivan**, however, the City will accept one or more of the same vehicles or any combination of preferred vehicles if the total quantity does not exceed four (4).
- B. Sealed bids may be submitted in person at the Purchasing Department at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, or via U. S. mail or courier service. Sealed bids must be plainly marked, **PCB21-39 ITB POLICE DEPARTMENT VEHICLES**. Only bids submitted on the Bid Proposal Form provided with this invitation will be considered responsive. The purchasing manager must receive all bids before 12:00 p.m., (CDT) on September 27, 2021, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time. Bidders should be conscious of delays with all courier services.
- C. The City of Panama City Beach (herein referred to as the "City") reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid and to award a contract deemed to be in the best interest of the City.
- D. The City reserves the right to award to more than one vendor.
- E. Specifications are open to public inspection at the City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, our website at www.pcbfl.gov or www.demandstar.com.
- F. Questions or inquiries regarding the meaning or interpretation of any of the provisions of this Invitation for Bids must be emailed. Please direct all questions to Purchasing Manager, Tina Kunst at purchasing@pcbfl.gov. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with E-Notification at the website to ensure notification of postings.
- G. All communications concerning this procurement shall be directed to the Purchasing Manager named in this solicitation. Contact with any other City official

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or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

- H. Each bidder shall become fully informed as to the extent and character of the product required prior to submitting a bid. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.
- I. The Bidder acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The Bidder agrees that to the extent any document produced under this agreement constitutes a public record the Bidder shall comply with Florida Statutes, Chapter 119.
- J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. Terms of Contract

- A. This is a one-time lump sum purchase price for each vehicle requested.
- B. The Bidder shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and ordinances applicable to the performance of services under this agreement.
- C. Payment will be made 30 days after satisfactory delivery and inspection of the product.
- D. It is agreed that the City may terminate this agreement at any time for cause and may terminate the agreement with or without cause by giving at least thirty (30) days prior written notice to Bidder.
- E. Bidder shall be deemed an independent Bidder as to the product requested and not an agent or servant in the employ of the City.

III. Police Department Vehicles Specifications

A. Preferred Vehicles

- a. One (1) Crew Cab 4X4 Pickup Truck
- b. One (1) Mid-Size 4x4 SUV
- c. One (1) Minivan with dual sliding doors.
- d. One (1) Mid-Size Sedan

B. Preferred Elements:

- a. Product date of delivery within 45 days
- b. Exterior Color – Darker

C. Mandatory Elements

- a. Manufacturers standard automatic transmission and Axles
- b. Manufacturer's standard power steering
- c. Manufacturers standard gauges
- d. Manufacturers standard air conditioning
- e. Manufacturers AM/FM Radio
- f. Manufacturers standard air bags
- g. Electric Windows
- h. 4 Doors

D. The City may choose to purchase one or more of the same vehicle or similar vehicles or any combination of preferred vehicles solely in its discretion based upon the needs of the Police Department. The total vehicle quantity cannot exceed four (4).

E. The Bidder will indicate if they offer any additional discount if awarded all four (4) vehicles.

F. The Bidder will provide an estimated days for delivery.

G. The Bidder shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The Bidder must fully comply with all Federal, State, County, and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

IV. Payment

A. Payment will be made in 30 days after product is delivered and inspected.

B. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may

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arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

V. Warranties

- A. The equipment specified herein shall be covered by a standard warranty. Bidder to submit a copy of the warranty with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

VI. Indemnification

- A. The Bidder shall indemnify and save harmless, the City of Panama City Beach, Florida, and its agents, from all charges or claims resulting from such accidents or injuries or from any act, omission, or neglect by himself or his employees, as well as from all claims for patent rights or fees, or from claims arising from use of the product. The Bidder shall become defendant in every suit brought against the City for any such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Bidder's surety shall be held until such suits, actions, or claims for injuries or damages shall have been settled, and suitable evidence to that effect furnished to the City.

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: _____, **2021.**

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The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder(s) proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price as listed on each vehicle for **PCB21-31 POLICE DEPARTMENT VEHICLES** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

VEHICLE	MAKE	MODEL	QUANTITY	PRICE
Crew Cab 4X4 Pickup Truck	_____	_____	_____	\$ _____
Mid-Size 4x4 SUV	_____	_____	_____	\$ _____
Minivan with dual sliding doors.	_____	_____	_____	\$ _____
Mid-Size Sedan	_____	_____	_____	\$ _____
TOTAL (Total Quantity cannot exceed (4) four)				\$ _____

BIDDER offers an **additional discount** of \$ _____ if awarded all four (4) vehicles.

Time of Delivery _____ days

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Address

Date

[END OF BID PROPOSAL FORM]

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g),
Florida Statutes, means a violation of any state or federal law by a person with respect
to and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other state or with the United States, including,
but not limited to, any bid, proposal, reply, or contract for goods or services, any lease
for real property, or any contract for the construction or repair of a public building or
public work, involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any federal or state trial court of record relating
to charges brought by indictment or information after July 1, 1989, as a result of a
jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

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it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF _____

Authorized Signature

COUNTY OF _____

Printed Name

Title

Name of Entity/Corporation

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

[END OF E-VERIFY FORM]

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

_____ being, first duly sworn, deposes and says that he is _____, of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Printed Name

NOTICE TO AWARD

TO: _____

PRODUCT DESCRIPTION:

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The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 2021 and associated Information for Bidders.

You are hereby notified that your Bid for in the lump sum Bid price for _____ in the amount of \$ _____ and has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20_____.

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CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20__.

Name _____

Title _____

[END OF NOTICE OF AWARD]

POLICE DEPARTMENT VEHICLES AGREEMENT

THIS POLICE DEPARTMENT VEHICLES AGREEMENT is made and entered into this _day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____

___ (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver a vehicle or vehicles, as more particularly described in the Specifications.

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed bid price submitted on PCB 21-39 ITB Police Department Vehicles. The City shall pay to the Vendor as full consideration for the delivery of product required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Vendor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

Vendor will invoice for payment to the City when the delivery and satisfactory

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inspection of the Vehicles has been completed. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection of Fire Engine.

5. TERMINATION OF CONTRACT

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Vendor. In such event, Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Vendor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated

profits, idle equipment, labor, and facilities; any additional claims of vendors.

6. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, sub-Vendors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

- A. Vendor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - 1) Workers Compensation and Employer’s Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
 - 3) Business Automobile Liability Coverage. Coverage shall include bodily injury

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and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.

- 4) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- C. Vendor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Vendor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Vendor, and all such policies may waive any right of subrogation against the City.
- D. All coverage maintained by Vendor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
- F. Vendor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Vendor or anyone claiming by, through or under Vendor; or (ii) the breach of any of Vendor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Vendor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Vendor and shall afford

the Vendor and its counsel, at the Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

- H. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Vendor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Vendor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Vendor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Vendor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

18. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

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IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**
a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager