

RESOLUTION NO. 23-230

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FORD F-350 TRUCK FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. d/b/a ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF \$57,760.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OBTAINED IN THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales, relating to the purchase of one Ford Super Duty F-350 Truck in the amount of Fifty-Seven Thousand Seven Hundred and Sixty Dollars (\$57,760.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions as were obtained by the City of Tallahassee, through an advertised, competitive bidding process, Contract No. 5179 in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of September, 2023.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

ALAN JAY FLEET SALES City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

DIRECT 863-402-4234

WWW.ALANJAY.COM

Quote
47836-1

Corporate Office 2003 U.S. 27 South
Sebring, FL 33870

MOBILE 863-381-3411

Mailing Address P.O. BOX 9200

Sebring, FL 33871-9200

FAX 863-402-4221

ORIGINAL QUOTE DATE
8/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/28/2023

REQUESTING AGENCY **PANAMA CITY BEACH, CITY OF**
CONTACT PERSON **JEREMIAH JAGERS**
PHONE **850-348-8113**

EMAIL Jeremiah.Jagers@pcbfl.gov
MOBILE
FAX

CONTRACT NUMBER 5179 - 2023 CITY OF TALLAHASSEE

MODEL **line 3H** **F3H 640A** MSRP **\$47,815.00**

2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 60" CA 145" WB

CUSTOMER ID From fleet cancellation GOVERNMENT PRICE **\$44,450.00**

60" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 ✓	Oxford White	\$0.00
AS ✓	Medium Dark Slate, HD Vinyl 40/20/40 Spl't Bench Seat	\$0.00
99N ✓	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
44G ✓	Transmission: TorqShift 10-Speed Automatic	\$0.00
41P ✓	OPTIONS Transfer Case Skid Plates	\$95.00
512 ✓	Spare Tire, Wheel & Jack	\$345.00
61J ✓	4-Ton Hydraulic Jack	\$0.00
640A ✓	Order Code 640A	\$0.00
64K ✓	Wheels: 17" Argent Painted Steel	\$0.00
76C ✓	Exterior Backup Alarm (Pre-Installed)	\$170.00
TBM ✓	Tires: LT245/75R17E BSW A/T	\$160.00
X4L ✓	Limited Slip w/4.30 Axle Ratio	\$380.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS
NO-TEMP ✓	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
EWD ✓	EXTENDED WARRANTY DECLINED	\$0.00
DVA SLU108ADW ✓	9' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacture's completed vehicle certification.) Req 60" CA	\$9,785.00
DVA CLIV ✓	Class IV Trailer Hitch and 7-pin round wire harness.	\$740.00
HD USOB-TB ✓	HD Scorpion spray on bed liner applic inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	\$1,120.00
BUC DASH ✓	Back up camera with dash mounted monitor, COMPLETE SYSTEM.	\$515.00

AFTERMARKET OPTIONS \$12,160.00

TRADE IN

TOTAL COST \$57,760.00
\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$57,760.00

Estimated Annual payments for 60 months paid in advance: \$12,935.86

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA

MSRP: \$50,345.00

Interior: Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F3H	[Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA	\$50,345.00
OPTIONS		
41P ✓	Transfer Case Skid Plates	\$100.00 ✓
44G ✓	Transmission: TorqShift 10-Speed Automatic	\$0.00
512 ✓	Spare Tire, Wheel & Jack	\$350.00 ✓
81J ✓	4-Ton Hydraulic Jack	Inc.

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20301. Data Updated: Aug 27, 2023 6:50:00 PM PDT



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

640A ✓	Order Code 640A	\$0.00
64K ✓	Wheels: 17" Argent Painted Steel	\$0.00
76C ✓	Exterior Backup Alarm (Pre-Installed)	\$175.00 ✓
99N ✓	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
AS ✓	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TBM ✓	Tires: LT245/75Rx17E BSW A/T	\$165.00 ✕
X4L ✓	Limited Slip w/4.30 Axle Ratio	\$385.00 ✕
Z1 ✓	Oxford White	\$0.00
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	SUBTOTAL	\$51,520.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,795.00
	TOTAL PRICE	\$53,315.00

FUEL ECONOMY

Est City: N/A

Est Highway: N/A

Est Highway Cruising Range: N/A

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 Data Version: 20301 Data Updated: Aug 27, 2023 6:50:00 PM PDT.

ALAN JAY

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CITY OF
TALLAHASSEE

863-402-4234

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christy.self@alanjay.com

ROW	YEAR	MODEL CODE	MODEL DESCRIPTION	MSRP	CONTRACT PRICE
321	2023	X3F 630A	2023 FORD F-350 SUPER CAB CHASSIS SRW 4WD XL 60" CA 168" WB	\$48,920	\$45,493
322	2023	X3F 630A	2023 FORD F-350 SUPER CAB CHASSIS SRW 4WD XL 60" CA 168" WB DIESEL	\$58,920	\$55,953
323	2023	X3F 633A	2023 FORD F-350 SUPER CAB CHASSIS SRW 4WD XLT 60" CA 168" WB	\$53,135	\$50,420
324	2023	X3F 633A	2023 FORD F-350 SUPER CAB CHASSIS SRW 4WD XLT 60" CA 168" WB DIESEL	\$63,135	\$61,081
325	2023	W3E 630A	2023 FORD F-350 CREW CAB CHASSIS SRW 2WD XL 60" CA 179" WB	\$46,285	\$43,006
326	2023	W3E 630A	2023 FORD F-350 CREW CAB CHASSIS SRW 2WD XL 60" CA 179" WB DIESEL	\$56,285	\$53,466
327	2023	W3E 633A	2023 FORD F-350 CREW CAB CHASSIS SRW 2WD XLT 60" CA 179" WB	\$51,205	\$48,564
328	2023	W3E 633A	2023 FORD F-350 CREW CAB CHASSIS SRW 2WD XLT 60" CA 179" WB DIESEL	\$61,205	\$59,225
329	2023	W3F 630A	2023 FORD F-350 CREW CAB CHASSIS SRW 4WD XL 60" CA 179" WB	\$49,785	\$46,310
330	2023	W3F 630A	2023 FORD F-350 CREW CAB CHASSIS SRW 4WD XL 60" CA 179" WB DIESEL	\$59,785	\$56,770
331	2023	W3F 633A	2023 FORD F-350 CREW CAB CHASSIS SRW 4WD XLT 60" CA 179" WB	\$54,710	\$51,936
332	2023	W3F 633A	2023 FORD F-350 CREW CAB CHASSIS SRW 4WD XLT 60" CA 179" WB DIESEL	\$64,710	\$62,598
333	2023	F3G 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 60" CA 145" WB	\$44,340	\$41,961
334	2023	F3G 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 60" CA 145" WB DIESEL	\$54,340	\$51,630
335	2023	F3G 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XLT 60" CA 145" WB	\$48,175	\$44,787
336	2023	F3G 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XLT 60" CA 145" WB DIESEL	\$58,175	\$56,309
337	2023	F3G 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 84" CA 169" WB	\$44,515	\$41,335
338	2023	F3G 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 84" CA 169" WB DIESEL	\$54,515	\$51,795
339	2023	F3G 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XLT 84" CA 169" WB	\$48,370	\$45,836
340	2023	F3G 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XLT 84" CA 169" WB DIESEL	\$58,370	\$56,498
341	2023	F3H 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 60" CA 145" WB	\$47,815	\$44,450
342	2023	F3H 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 60" CA 145" WB DIESEL	\$57,815	\$54,910
343	2023	F3H 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XLT 60" CA 145" WB	\$51,670	\$49,011
344	2023	F3H 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XLT 60" CA 145" WB DIESEL	\$61,670	\$59,674
345	2023	F3H 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 84" CA 169" WB	\$47,995	\$44,619
346	2023	F3H 640A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 84" CA 169" WB DIESEL	\$57,995	\$55,079
347	2023	F3H 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XLT 84" CA 169" WB	\$51,840	\$49,174
348	2023	F3H 643A	2023 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XLT 84" CA 169" WB DIESEL	\$61,840	\$59,837
349	2023	X3G 640A	2023 FORD F-350 SUPER CAB CHASSIS DRW 2WD XL 60" CA 168" WB	\$46,620	\$43,321
350	2023	X3G 640A	2023 FORD F-350 SUPER CAB CHASSIS DRW 2WD XL 60" CA 168" WB DIESEL	\$56,620	\$53,782
351	2023	X3G 643A	2023 FORD F-350 SUPER CAB CHASSIS DRW 2WD XLT 60" CA 168" WB	\$50,725	\$48,102
352	2023	X3G 643A	2023 FORD F-350 SUPER CAB CHASSIS DRW 2WD XLT 60" CA 168" WB DIESEL	\$60,725	\$58,764

FORD

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FLEET SALES

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ALL PRICES INCLUDE FREIGHT AND INSTALLATION

EC3200-LD	Stellar 3200lb EH 11,500 ft. lb. crane with hydraulic extension 7 - 11 ft, manual extension 11 - 15 ft, adj boom rest 18 - 26' 150 amp circuit breaker, single side spring build up, crane reinforcement, manual outriggers, and additional battery in crane co	\$22,300.00
ET8KX-LD	Venturo 3,200lb EH 8,000 ft. lb. crane with hydraulic elevation, hydraulic boom extension 6-10 ft, manual boom extension 10-14 ft, adj boom rest 13 - 19', 150 amp circuit breaker, single side spring build up, crane reinforcement, manual outriggers, and a	\$25,345.00

Reading - DVA

DVA SLU108ADW	9' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req 60" CA	\$9,785.00
DVA 108ADW	9' Reading Classic II DRW utility body reading Classic II factory powder coated white with SST Paddle Latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 60" CA dual rear wheel	\$11,250.00
DVA LM-98-108	Latch Matic Remote Locking System (installed at Reading)	\$1,250.00
DVA GM-SGL	*GM Diesel Only - Relocate DEF Tank for Diesel Chevy/GMC 3500 Cab Chassis ordered with factory single rear fuel tank	\$290.00

Warner

PTC WS2108-DRW	Warner 9' DRW Powder Coated Utility Body for 60" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$11,860.00
PTC WS2108-DRW-FLIP	Warner 9' DRW Powder Coated Utility Body for 60" CA with Flip-top option Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$13,010.00
PTC WS2108-DRW-CANOPY	Warner 9' DRW Powder Coated Utility Body for 60" CA with Canopy Roof (54" inside height, straight side). Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$19,100.00
PTC MLS6	Master Locking System for 6-door bodies.	\$810.00
PTC THDL6	T-Handle Latches for 6-door bodies.	\$750.00
PTC-BROOKLYN-8/9	Brooklyn Bars for 8'-9' Body	\$965.00
PTC GM-SGL	*GM Diesel Only - Relocate DEF Tank for Diesel Chevy/GMC 3500 Cab Chassis ordered with factory single rear fuel tank	\$500.00
PTC NOTCH-DUAL	* Diesel Only notch utility body to accommodate DEF Tank on Dual Fuel Tank applications (Will affect Interior Compartment Size)	\$750.00

11' Dual Rear Wheel Utility Bodies (Minimum 84" CA)

Reading - DVA

DVA SLU132ADW	11' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification) Req 84" CA	\$11,740.00
DVA 132ADW	11' Reading Classic II DRW utility body reading Classic II factory powder coated white with SST Paddle Latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification) Req's 84" CA dual rear wheel	\$13,810.00
DVA LM RSV 132	Latch Matic Remote Locking System (installed at Reading)	\$1,310.00
DVA GM-SGL	*GM Diesel Only - Relocate DEF Tank for Diesel Chevy/GMC 3500 Cab Chassis ordered with factory single rear fuel tank	\$290.00
DVA NOTCH-DUAL	* Diesel Only notch utility body to accommodate DEF Tank on Dual Fuel Tank applications (Will affect Interior Compartment Size)	\$375.00

Knapheide

K 6132D54FJ	Knapheide 11' DRW Wide utility body with Flip Tops 54" Load Floor for 84" CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$12,655.00
K 6132D54J	Knapheide 11' DRW Wide utility body 54" Load Floor for 84" CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$10,905.00
K MLS-8	Master locking system 8-door bodies	\$910.00

CHASSIS

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ALL PRICES INCLUDE FREIGHT AND INSTALLATION

K CLV-SB	Class V Hitch for Service Body	\$970.00
Reading		
DVA SLU98ASW	8' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$8,565.00
DVA SIU98ASW SML	8' Reading Standard Line utility body factory powder coated white with flip top lids & SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$9,785.00
DVA LM-98-108	Latch Matic Remote Locking System (installed at Reading)	\$1,250.00
DVA ML-78-98-SW/DW	Master Locking System (installed at Reading)	\$550.00
DVA CLIV	Class IV trailer hitch and 7/4 wire harness	\$740.00

Warner

PTC WS298-SRW	Warner 8' SRW Powder Coated Utility Body for 56" CA Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$9,765.00
PTC WS298-SRW -FLIP	Warner 8' SRW Powder Coated Utility Body for 56" CA with Flip-top option Furnished and installed by Premier Truck Center (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification)	\$10,755.00
PTC MLS6	Master Locking System for 6-door bodies.	\$810.00
PTC THDL6	T-Handle Latches for 6-door bodies	\$750.00
PTC 4WIRE	4 prong trailer wiring	\$165.00
PTC 6WIRE	6 prong utility trailer wiring	\$165.00
PTC 7/4WIRE	7 way flat camper trailer wiring	\$180.00
PTC CLV-HID-SB	Class V trailer hitch for service bodies 20K rating with 2 1/2" receiver	\$795.00

CAMERA & COMPARTMENT LIGHTS

CAMERA RR	Remove and re-install factory camera from tailgate	\$260.00
AJ COMP 6-LED	LED compartment lights installed in all compartments of 8' or 9' service body	\$610.00
AJ COMP 6-LED-AB	LED compartment lights installed in all compartments of 8' or 9' service body with one side long horizontal compartment	\$675.00

CNG CONVERSION

AE 2023	EPA approvals pending for all 2023 models.	\$0.00
AE F15012B	Ford F150 212 GGE 5.0L Bi-Fuel (6.5' and 8' bed configurations)	\$11,175.00
AE F150128B	Ford F150 128 GGE 5.0L Bi-Fuel (Crew Cab short bed 5.5' Box)	\$10,525.00

LD PICK Ups

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AS 8AMR-BB	BUMPER TO BUMPER Aluminum Material Rack For P/U beds & 8' Service Bodies, Rack with Expanded metal from cab forward over cab bottom, front and sides, to the Windshield Racks for Service Bodies will be as Wide as the Bed Area (not Body) Rear Cross Bar Re	\$4,800.00
<u>KNAPHEIDE</u>		
K CONE	Furnish and Install (1) Custom Tow Hook Mounted Cone Holder (F-Series Only)	\$570.00
K 2CONE	Furnish and Install (2) Custom Tow Hook Mounted Cone Holders (F-Series Only)	\$1,140.00
K 8AMR-SS	SINGLE SIDE BUMPER TO TOP OF WINDSHIELD Crew Cab 8' Pick Up or Utility Bed, Aluminum Material Rack - expanded metal from cab forward on bottom, sides, and front 1-1/2" Aluminum Square Tube construction	\$2,875.00
K 8AMR-SS-BB	SINGLE SIDE BUMPER TO BUMPER 8' Pick Up or Utility Bed, Aluminum Material Rack Crew Cab 8' Pick Up or Utility Bed, -expanded metal from cab forward on bottom, sides, and front 1-1/2" Aluminum Square Tube construction	\$4,090.00
K 8AMR	BACK BUMPER TO TOP OF WINDSHIELD 8' Pick Up or Utility Bed, Aluminum Material Rack For P/U beds & 8' Service Bodies Rack with Expanded metal from cab forward over cab bottom, front and sides, to the Windshield Racks for Service Bodies will be as Wide a	\$3,365.00
K 8AMR-BB	BUMPER TO BUMPER Aluminum Material Rack For P/U beds & 8' Service Bodies, Rack with Expanded metal from cab forward over cab bottom, front and sides, to the Windshield Racks for Service Bodies will be as Wide as the Bed Area (not Body) Rear Cross Bar Re	\$5,355.00

LINERS AND COATINGS

IBC	TiteSeal AutoBody Rubberized protective under body coating (rust inhibitor)	\$690.00
IID SOB SH	HD Scorpion spray on bed liner (short bed) Under rail	\$650.00
IID SOB LG	HD Scorpion spray on bed liner (long bed) Under rail	\$700.00
IID USOB	HD Scorpion spray on bed liner applied inside cargo area of 8' & 9' utility body	\$795.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body	\$1,120.00
IID SOB-BUMP	HD Scorpion spray on bed liner applied to bumper only	\$325.00
IID SOB-COMP	HD Scorpion spray on bed liner applied to inside of horizontal compartments and inside surface of lid on utility body, both sides.	\$505.00
HD SOB-FLAT	HD Scorpion spray on bed liner applied to surface of 8' & 9' flat bed	\$900.00

LIFT GATES

PREMIER PU LIFT GATES

PTC LG13-PU	Tommy Gate G2-60-1342 TP27 Direct Cylinder Lift 1300 lb Capacity 55" x 27" + 4" Pick-up Truck Liftgate	\$4,685.00
PTC LG13-2PC-PU	Tommy Gate G2-60-1342 TP38 Direct Cylinder Lift 1300 lb Capacity 55" x 38" + 4" 2- PC Pick-up Truck Liftgate	\$4,805.00
PTC LG15-PU	Tommy Gate G2-60-1542 TP27 Direct Cylinder Lift 1500 lb Capacity 55" x 27" + 4" Pick-up Truck Liftgate	\$4,865.00
PTC LG15-2PC-PU	Tommy Gate G2-60-1542 TP38 Direct Cylinder Lift 1500 lb Capacity 55" x 38" + 4" 2- PC Pick-up Truck Liftgate	\$4,985.00
K LG-MAX-DUPLICATE	Maxon Duplicate Turn Signal LED Light Kit	\$580.00

KNAPHEIDE PU LIFT GATES

K LG13-PU	Maxon C2-60-1342 TP27 1300 lb capacity pick up truck liftgate 55" x 27" + 4" (includes credit for tailgate & duplicate STT lights)	\$3,755.00
K LG13-2PC-PU	Maxon C2-60-1342 TP38 1300 lb capacity pick up truck liftgate 55" x 38" + 4" 2- PC (includes credit for tailgate & duplicate STT lights)	\$4,205.00

HD PICK Ups

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WRAP AROUND GRILLE GUARDS

AJ WGG-WEST	Westin HDX wrap around grille guard (GM/Ford/RAM/Toyota).	\$1,070.00
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WRAP AROUND GRILLE GUARDS WITH WINCH MOUNTS

AJ WGG-MNT-WARN	Warn wrap around grille guard with winch mount plate. (FORD or RAM only, required for M-series and 16.5ti winches)	\$2,940.00
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AJ WGG-MNT-P-WARN	Warn Wrap around grille guard with winch mount tray & no side wings (FORD or RAM only, required for M-series and 16.5ti winches)	\$2,135.00
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AJ WGG-MNT-WLSI	Westin HDX wrap around grille guard with winch mount tray (GM/Ford/RAM/Toyota for up to 12k winch only)	\$1,660.00
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AJ WGG-MNT-STER	Sterling manufacturing wrap around grille guard with winch mount tray (fits all makes/models, will accommodate 16.5ti winch)	\$2,630.00
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AJ WGG-MNT-P-STER	Sterling manufacturing wrap around grille guard with winch mount tray and no headlight guards, center section only (fits all makes/models, will accommodate 16.5ti winch)	\$1,845.00
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REPLACEMENT BUMPERS

FBF171BLC	Ranch Hand replacement bumper, powder coated black. Requires FORD 3500 diesel WITH forward camera.	\$2,090.00
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FBF171BLR	Ranch Hand replacement bumper, powder coated black. Requires FORD 3500 diesel without forward camera.	\$2,090.00
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FDB101BLRS	Ranch Hand replacement bumper, powder coated black. Requires RAM 3500 diesel.	\$2,090.00
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GM MEDIUM DUTY (FOLDS FORWARD)

AJ WGG-GMMD	Go Industries wrap around grille guard with tilt forward feature for Chevy 4500, 5500, 6500 medium duty chassis. Allows the hood to be tilted forward for service (Fits ONLY Chevy Medium duty)	\$2,830.00
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AJ WGG-WMT-GMMD	Go Industries wrap around grille guard with winch mount tray & tilt forward feature for Chevy 4500, 5500, 6500 medium duty chassis. Allows the hood to be tilted forward for service (Fits ONLY Chevy Medium duty)	\$2,830.00
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STEEL ROPE WINCHES

16.5T1	Warn HEAVY WEIGHT series 16.5ti self recovery 16,500lb rated winch with remote, open fairlead, and wire rope.	\$3,030.00
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VR EVO 10	Warn VR EVO self recovery 10,000lb rated winch with remote, open fairlead, and wire rope.	\$855.00
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VR EVO 12	Warn VR EVO self recovery 12,000lb rated winch with remote, open fairlead, and wire rope.	\$1,025.00
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SYNTHETIC ROPE WINCHES

ZEON 10-S	Warn ZEON self recovery 10,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduce rope wear.	\$2,655.00
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ZEON 12-S	Warn ZEON self recovery 12,000lb rated winch with remote, open fairlead, synthetic rope and aluminum winch drum to reduce rope wear.	\$2,830.00
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ALAN JAY FLEET TOOL BOXES, HITCHES, AND ACCESSORIES

CAMERA OPTIONS

CAMERA RR	Remove and re-install factory camera from tailgate.	\$260.00
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CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872)	\$215.00
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CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 5N5)	\$215.00
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CAMERA-R	Dealer installed factory ordered camera (REQUIRES XAC)	\$215.00
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BUC DASH	Back up camera with dash mounted monitor, COMPLETE SYSTEM	\$515.00 ✓
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BUC RV	Back up camera with rear view mirror monitor, COMPLETE SYSTEM	\$670.00
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CHASSIS

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to:

invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them of anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further

exercise thereof.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

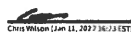
28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By: 
Reese Goad, City Manager

By: 
Print Name: Chris Wilson
Title: Fleet Sales Manager

Approved by the Department


By: 
Jeff Shepard, Fleet Management Director

Attest:

By: 
James O. Cooke, IV, City Treasurer-Clerk



Approved as to form:

By: 
Cassandra K. Jackson, City Attorney



**CITY OF
TALLAHASSEE**

Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

- CONTRACT NO. 5179
 - AMENDMENT NO.
 - MEMORANDUM OF UNDERSTANDING OR AGREEMENT
 - OTHER
-

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: yes no