

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A CHEVROLET SILVERADO 3500 TRUCK FROM ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF \$65,523.00; 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 Chevrolet Silverado 3500HD Truck in the amount of Sixty-Five Thousand, Five Hundred and Twenty-Three Dollars (\$65,523.00) 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 12th day of October, 2023.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

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

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	48433-6
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
9/20/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/29/2023

REQUESTING AGENCY	PANAMA CITY BEACH, CITY OF		
CONTACT PERSON	LEAH BAILEY	EMAIL	Leah.Bailey@pcbfl.gov
PHONE	850-233-5100 Ext. 2420	MOBILE	850-866-9217
		FAX	

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	CK31003 1WT	MSRP	\$46,500.00
	2024 CHEVY SILVERADO 3500HD REG CAB CHASSIS 4WD DRW 60"CA WORK TRUCK		
CUSTOMER ID		GOVERNMENT PRICE	\$45,120.00
BED LENGTH	60" CA		

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

FACTORY OPTIONS	DESCRIPTION		
GAZ	Summit White		\$0.00
H2G	Jet Black, Vinyl seat trim		\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline		\$0.00
MKM	Transmission, Allison 10-Speed automatic		\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group		\$0.00
9L3	Spare tire delete		\$0.00
AZ3	Seats, front 40/20/40 split-bench		\$0.00
FE9	Emissions, Federal requirements		\$0.00
GT4	Rear axle, 3.73 ratio		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo		\$0.00
PYW	Wheels, 17" (43.2 cm) painted steel		\$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall		\$0.00
VK3	License plate kit, front		\$0.00
VQO	LPO, Black work step		\$495.00
JL1	Trailer brake controller, integrated (STD)		\$0.00
D ZLQ	CUSTOM EQUIPMENT REG CAB WT Fleet Convenience Package includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding(Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)		\$1,200.00
5N5	Rear Camera Kit.		\$73.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,768.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
K 6108D54J	Knapheide 9' DRW Wide utility body 54" Load Floor for 60" CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$12,045.00
CAMERA-GM	Dealer installed factory ordered camera (REQUIRES 5N5).		\$215.00
K CLV-SB	Class V Hitch for Service Body		\$970.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat		\$210.00
AJ DB2516	Draw bar with 2-5/16" Ball, pin, and clip.		\$105.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,160.00
K BR 15###	BACK RACK 15### INSTALLED ON KNAPHEIDE UTILITY BODY.		\$560.00
K BR LBM	BACK RACK LIGHT BAR FEET 91006		\$150.00
FS ALB 4C 53	Federal Signal Amber Light Bar Package with 2 MicroPulse Ultra split amber/white installed in grille, 2 MicroPulse Ultra split amber/white light heads installed to rear of vehicle/body with white bezels, relay module with Compact Digital Soft Button 6 switch controller, 53" Dual Color Amber/White Allegiant Light bar with vehicle specific strap kit.		\$3,220.00
AFTERMARKET OPTIONS			\$18,635.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

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TRADE IN		TOTAL COST	\$65,523.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00
	TOTAL COST LESS TRADE IN(S)	QTY	1
			\$65,523.00

Estimated Annual payments for 60 months paid in advance: **\$14,674.46**
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **ORDERED UNIT VIN: [VIN NA]**

VEHICLE QUOTED BY **ASHLEE WILSON** GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

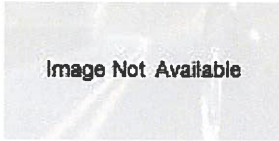
"I Want to be Your Fleet Provider"
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet Sales

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

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)



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

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck MSRP: \$47,500.00

Interior: Jet Black, Vinyl seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK31003	[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck	\$47,500.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5N5	Rear Camera Kit.	\$73.00
9L3	Spare tire delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00

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Data Version: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

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

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

PYW	Wheels, 17" (43.2 cm) painted steel	\$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	\$0.00
VK3	License plate kit, front	\$0.00
VQO	LPO, Black work step	\$495.00

CUSTOM EQUIPMENT

D ZLQ	REG CAB WT Fleet Convenience Package includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding(Requires Fleet or Government order. Not available with (PCV) WT Convenience Package.)	\$1,200.00
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SUBTOTAL	\$49,268.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$51,263.00

FUEL ECONOMY

- Est City:N/A
- Est Highway:N/A
- Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Standard Equipment

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

Exterior

Wheels, 17" (43.2 cm) painted steel

Tires, LT235/80R17E all-terrain, blackwall

Dual Rear Wheels

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Exterior

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering wheel, urethane

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Interior

- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Compass, located in instrument cluster
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Brake lining wear indicator
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
- Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Automatic Emergency Braking
- Front Pedestrian Braking

Safety-Exterior

- Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

- Following Distance Indicator

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Safety-Interior

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	4.54
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP1625/6
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.72
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	4800 lbs
Gross Axle Wt Rating - Rear	10400 lbs	Curb Weight - Front	3853 lbs
Curb Weight - Rear	2557 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	947.00 lbs
Reserve Axle Capacity - Rear	7843.00 lbs	As Spec'd Curb Weight	6410.00 lbs
As Spec'd Payload	7590.00 lbs	Maximum Payload Capacity	7590.00 lbs
Gross Combined Wt Rating	26000 lbs	Gross Axle Weight Rating	15200.00 lbs
Curb Weight	6410.00 lbs	Reserve Axle Capacity	8790.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	Hydroformed Fully -Boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A

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Chassis

Frame

Frame Thickness N/A

Suspension

Suspension Type - Front	Short Long Arm Independent	Suspension Type - Rear	Semi-Elliptic Three-Stage Multi-Leaf Spring
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZT	Rear Tire Order Code	QZT
Spare Tire Order Code	N/A	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	N/A
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.0 ft	Turning Diameter - Wall to Wall	N/A

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Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in
Rear Brake Rotor Diam x Thickness	14 x 1.6 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Front & Rear	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.06 in
Front Hip Room	60.09 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	146 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	239.84 in
Width, Max w/o mirrors	80.84 in	Height, Overall	80.1 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	126.55 in	Cab to Axle	60 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	89.15 in
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

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: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

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

Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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: 20210. Data Updated: Aug 16, 2023 6:40:00 PM PDT.

**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

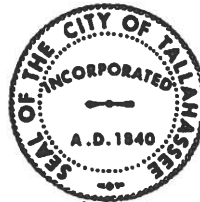
By: 
Print Name: Chris Wilson
Title: Fleet Sales Manager

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



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