

**RESOLUTION NO. 24-10**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO 2024 NISSAN FRONTIER KING CAB TRUCKS FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. d/b/a ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF \$80,230.00; 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 two 2024 Nissan Frontier King Cab Trucks in the amount of Eighty Thousand Two Hundred and Thirty Dollars (\$80,230.00) 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 by 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 12<sup>th</sup> 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.

<b>PHONE (800) ALANJAY (252-6529)</b>		<b>DIRECT 863-402-4234</b>	<b>WWW.ALANJAY.COM</b>	<b>Quote 48600-12</b>
<b>Corporate Office</b>	<b>2003 U.S. 27 South</b>	<b>MOBILE 863-273-1105</b>	<b>Mailing Address</b>	<b>P.O. BOX 9200</b>
	<b>Sebring, FL 33870</b>	<b>FAX 863-402-4221</b>		

ORIGINAL QUOTE DATE  
9/25/2023

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/5/2023

REQUESTING AGENCY	<b>PANAMA CITY BEACH, CITY OF</b>		
CONTACT PERSON	<b>LANIE SMITH</b>	EMAIL	<a href="mailto:Lanie.Smith@pcbfl.gov">Lanie.Smith@pcbfl.gov</a>
PHONE	<b>850-233-5500 Ext. 2317</b>	MOBILE	FAX

### CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	<b>31014</b>	MSRP	<b>\$34,500.00</b>
<b>2024 NISSAN FRONTIER KING CAB S 4WD 6' BED</b>			
<b>CUSTOMER ID</b>		GOVERNMENT PRICE	<b>\$34,075.00</b>
<b>BED LENGTH</b>	<b>6' BED</b>		

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

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	\$0.00
G	Charcoal, Cloth Seat Trim	\$0.00
FL2	OPTIONS [L92] Carpeted Floor Mats	\$195.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$195.00
WTF EXT	Weather Tech floor liner system for extended cab pick-up trucks.		\$255.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$735.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.		\$300.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.		\$535.00
W STRIPLT-DUO-2	(2) Whelen Strip-Light LED light duo color surface mount light heads.		\$435.00
NOTE	Whelen Strip Light to be installed on Dash Facing front (Amber/White)		\$0.00
W TLI2-LB-4-AW	(4) Whelen ION "T" series DUAL color ultra thin light heads with L-bracket (amber/white).		\$870.00
NOTE	-4- Lights mtd inside grille Amber/ White		\$0.00
W TLI2-2	(2) Whelen ION "T" series DUAL color ultra thin light heads surface mounted.		\$405.00
NOTE	-2- Lights Mounted on Rear Bumper Amber / White		\$0.00
W DOM8	Whelen Dominator 8-LED traffic advisor with moun brackets, requires controller.		\$980.00
806-1210-PU	XANTREX 1000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.		\$745.00
TEMP-TAG	Temporary tag		\$45.00
W HLF-UNIV	Whelen - Headlight flashers, solid state (Does Not Work with All Vehicles)		\$270.00
W HLF-UNIV	Whelen - Headlight flashers, solid state (Does Not Work with All Vehicles) (Installed In Tail Lamps)		\$270.00

	<b>AFTERMARKET OPTIONS</b>	<b>\$5,845.00</b>
<b>TRADE IN</b>	<b>TOTAL COST</b>	<b>\$40,115.00</b>
	<b>YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~</b>	<b>\$0.00</b>

**TOTAL COST LESS TRADE IN(S) QTY 2 \$80,230.00**

Estimated Annual payments for 60 months paid in advance: **\$8,984.11** Extended: **\$17,968.22**  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** GOVERNMENT ACCOUNT MANAGER [Ashlee.Wilson@AlanJay.com](mailto: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

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S ( ✔ Complete )



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

## Window Sticker

### SUMMARY

[Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S

MSRP:\$32,970.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

### OPTIONS

CODE	MODEL	MSRP
31014	[Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S	\$32,970.00
	<b>OPTIONS</b>	
FL2	[L92] Carpeted Floor Mats	\$195.00
G	Charcoal, Cloth Seat Trim	\$0.00
QAK	Glacier White	\$0.00
	<b>SUBTOTAL</b>	<b>\$33,165.00</b>
	Adjustments Total	\$0.00
	Destination Charge	\$1,335.00
	<b>TOTAL PRICE</b>	<b>\$34,500.00</b>

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Data Version: 20562. Data Updated: Sep 27, 2023 6:40:00 PM PDT.



## Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (  Complete )

### FUEL ECONOMY

Est City:17 (2023) MPG

Est Highway:22 (2023) MPG

Est Highway Cruising Range:464.20 mi

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S ( Complete )

### Standard Equipment

#### Mechanical

Engine: 3.8L DI DOHC 24-Valve V6

Engine Auto Stop-Start Feature

Transmission w/Oil Cooler

Transmission: 9-Speed Automatic

Electronic Transfer Case

Part-Time Four-Wheel Drive

3.692 Axle Ratio

Battery w/Run Down Protection

185 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

1 Skid Plate

1430# Maximum Payload

GVWR: 6,012 lbs (2,727 kgs)

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Hydraulic Power-Assist Speed-Sensing Steering

21.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control

Brake Actuated Limited Slip Differential

#### Exterior

Regular Box Style

Wheels: 16" Styled Steel

Tires: P265/70R16 All Season

Steel Spare Wheel

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S ( Complete )

### Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown  
Clearcoat Paint  
Black Rear Step Bumper  
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook  
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim  
Black Door Handles  
Black Manual Side Mirrors w/Manual Folding  
Fixed Rear Window  
Deep Tinted Glass  
Variable Intermittent Wipers  
Fully Galvanized Steel Panels  
Black Grille  
Reverse Opening Rear Doors  
Tailgate Rear Cargo Access  
Manual Tailgate/Rear Door Lock  
Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off  
Cargo Lamp w/High Mount Stop Light  
LED Brakelights

### Entertainment

Radio w/Seek-Scan, Clock and Radio Data System  
Radio: SXM/AM/FM/AUX/USB Audio System -inc: 4 speakers, 8.0" color touch-screen display, Apple CarPlay, Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free, SiriusXM radio wit advanced audio features, 1 USB-A and 1 USB-C front ports and steering wheel audio controls  
Integrated Roof Antenna  
2 LCD Monitors In The Front

### Interior

Driver Seat  
Passenger Seat  
50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat  
Manual Tilt Steering Column

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (✔ Complete)

## Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Fixed Rear Windows

Front Bucket Seats -inc: 6-way manual adjustable driver seat and 4-way manual adjustable front passenger seat

Front Cupholder

Proximity Key For Push Button Start Only

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Leatherette Door Trim Insert

Urethane Gear Shifter Material

Cloth Seat Trim

Day-Night Rearview Mirror

Full Floor Console w/Covered Storage and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Pickup Cargo Box Lights

Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Digital/Analog Appearance

Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (✔ Complete)

## Interior

- Front Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

## Safety-Mechanical

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- RearView Monitor Back-Up Camera

## WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 3
- Roadside Assistance Miles/km: 36,000

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (✔ Complete)

## Technical Specifications

### Chassis

#### Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4524 lbs	Gross Axle Wt Rating - Front	3296 lbs
Gross Axle Wt Rating - Rear	3501 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	11427 lbs	Gross Axle Weight Rating	6797.00 lbs
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6012.00 lbs

#### Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6530 lbs	Wt Distributing Hitch - Max Tongue Wt.	653 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	6530 lbs		

#### Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

#### Suspension

Suspension Type - Front	Double Wishbone	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.69	Axle Ratio (:1) - Rear	3.69

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (✔ Complete)

## Chassis

### Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

### Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P265/70SR16
Rear Tire Size	P265/70SR16	Spare Tire Size	Full-Size
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	16 X 7.5 in	Rear Wheel Size	16 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Styled Steel
Rear Wheel Material	Styled Steel	Spare Wheel Material	Steel

### Steering

Steering Type	Rack-Pinion	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	43.3 ft	Turning Diameter - Wall to Wall	N/A

### Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	11.1 in
Rear Brake Rotor Diam x Thickness	11.3 in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

### Fuel Tank

Fuel Tank Capacity, Approx	21.1 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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# Alan Jay Fleet

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Vehicle: [Fleet] 2024 Nissan Frontier (31014) King Cab 4x4 S (✔ Complete)

## Dimensions

### Interior Dimensions

Passenger Capacity	4	Front Head Room	39.7 in
Front Leg Room	42.3 in	Front Shoulder Room	58.2 in
Front Hip Room	54.3 in	Second Head Room	36.6 in
Second Leg Room	26.2 in	Second Shoulder Room	52.4 in
Second Hip Room	52.2 in		

### Exterior Dimensions

Wheelbase	126 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	210.2 in
Width, Max w/o mirrors	73 in	Height, Overall	72.1 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
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	N/A
Ground Clearance, Front	8.1 in	Ground Clearance, Rear	8.1 in
Body Length	0.00 ft	Cab to Body	N/A

### Cargo Area Dimensions

Cargo Box Length @ Floor	73.3 in	Cargo Box Width @ Top, Rear	61.4 in
Cargo Box Width @ Floor	61.4 in	Cargo Box Width @ Wheelhousings	44.5 in
Cargo Box (Area) Height	19.4 in	Tailgate Width	N/A
Cargo Volume	49.6 ft <sup>3</sup>	Ext'd Cab Cargo Volume	N/A

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**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](mailto: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](mailto:invoices@talgov.com) with a copy to [fleetadmin@talgov.com](mailto: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](mailto: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](mailto: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](mailto: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