

From: [Darryl R. Kight](#)
To: [Theodore "TJ" White, Jr.](#)
Cc: [Mandy Mullins](#); [Gerald D. Bailey](#); [Kenneth Fair](#)
Subject: Re: Approval for Alan Jay contract use
Date: Monday, June 19, 2023 9:33:58 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
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[Home2_44a3d51e-b983-4237-8082-72394e0032c7.png](#)
[fb_logo_150ppi_9dd00851-99d8-4342-8932-10cac01030c6.png](#)
[twitter_150ppi_9c3d56ae-20c9-4509-b852-4aaed552edd.png](#)
[insta_150ppi_5be81f1b-b06b-49ca-b309-54edd0545f55.png](#)
[youtube_150ppi_0da7ed3a-56a8-459c-b04c-ed8dfa1a388a.png](#)
[countv_news_150ppi_14250fe5-78c3-4aa5-b059-283cc85fd4ea.png](#)

Thank you, we will include this support in future PORs too.

On Jun 19, 2023, at 9:19 AM, Theodore "TJ" White, Jr. <twhite@alachuacounty.us> wrote:

Good morning,
See the below email for your records, thank you and hope you have a great day.

Tj

Begin forwarded message:

From: "DeRocco, Christian" <Christian.DeRocco@talgov.com>
Date: June 19, 2023 at 8:26:26 AM EDT
To: "Theodore "TJ" White, Jr." <twhite@alachuacounty.us>
Cc: "Crum, Kathy" <Kathy.Crum@talgov.com>
Subject: RE: RUSH, Alachua County, Darryl, RUSH Request for BCC

Apologies TJ, I thought I sent it out. It looks like it got hung up in my outbox. City of Tallahassee approves Alachua County using the contract.

Thanks,

Christian DeRocco

Purchasing Agent / Contract Specialist
City of Tallahassee | City Hall – 4th Floor
300 South Adams Street | Tallahassee, FL 32301
Phone: (850) 891-8025
Cell: (850) 508-0733
Email: Christian.DeRocco@talgov.com

From: Theodore "TJ" White, Jr. <twhite@alachuacounty.us>

Sent: Friday, June 16, 2023 3:35 PM

To: DeRocco, Christian <Christian.DeRocco@talgov.com>

Cc: Crum, Kathy <Kathy.Crum@talgov.com>; Theodore "TJ" White, Jr. <twhite@alachuacounty.us>

Subject: RE: RUSH, Alachua County, Darryl, RUSH Request for BCC

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

Christan,

Great talking to you this week, wanted to follow up to get that approval email to use your contract.

Thanks, I know I got approval over the phone, but like to have the back-up.

Thanks,



PLEASE NOTE: Florida has a very broad public records law (F.S.119).

All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

From: DeRocco, Christian <Christian.DeRocco@talgov.com>

Sent: Wednesday, June 14, 2023 2:35 PM

To: Darryl R. Kight <dkight@AlachuaCounty.US>; Chris Wilson <chris.wilson@alanjay.com>

Cc: Gerald D. Bailey <gbailey@alachuacounty.us>; Mandy Mullins <mmmullins@alachuacounty.us>;

Theodore "TJ" White, Jr. <twhite@alachuacounty.us>; Scott Wilson <scott.wilson@alanjay.com>;

Crum, Kathy <Kathy.Crum@talgov.com>

Subject: RE: RUSH, Alachua County, Darryl, RUSH Request for BCC

Good afternoon,

Just wanting to confirm what you need from the City of Tallahassee.

Thanks,

Christian DeRocco

Purchasing Agent / Contract Specialist

City of Tallahassee | City Hall – 4th Floor

300 South Adams Street | Tallahassee, FL 32301

Phone: (850) 891-8025

Cell: (850) 508-0733

Email: Christian.DeRocco@talgov.com

From: Darryl R. Kight <dkight@AlachuaCounty.US>

Sent: Wednesday, June 14, 2023 2:31 PM

To: Chris Wilson <chris.wilson@alanjay.com>; DeRocco, Christian <Christian.DeRocco@talgov.com>

Cc: Gerald D. Bailey <gbailey@alachuacounty.us>; Mandy Mullins <mmmullins@alachuacounty.us>;

Theodore "TJ" White, Jr. <twhite@alachuacounty.us>; Scott Wilson <scott.wilson@alanjay.com>
Subject: Re: RUSH, Alachua County, Darryl, RUSH Request for BCC

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

Good afternoon.

There's the issue as a conflict in the solicitation versus the contract, NP.

Thank you for reaching out/including the City because Legal is going to require this support; even if, it's for this one time.

Take care. d.



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On Jun 14, 2023, at 2:24 PM, Chris Wilson <chris.wilson@alanjay.com> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Darryl,

I attached a copy of the contract, page two bullet 3, covers the ability of other entities to utilize the contract. I have also copied Christian DeRocco with The City of Tallahassee procurement so that they may record the fact that Alachua County is going to be piggybacking their bid.

Thank you everyone!

Sincerely,
Chris Wilson
863-402-4234

From: Darryl R. Kight <dkight@AlachuaCounty.US>
Sent: Wednesday, June 14, 2023 12:59 PM
To: chris.wilson@alanjay.com
Cc: Gerald D. Bailey <gbailey@alachuacounty.us>; Mandy Mullins <mmmullins@alachuacounty.us>; Theodore "TJ" White, Jr. <twhite@alachuacounty.us>
Subject: RUSH, Alachua County, Darryl, RUSH Request for BCC

Hello:

I spoke with your buddy and per his request see below, Tj is pending the city of Tallahassee response too.

Please send the agency's piggyback language (per call); or/and their permission to use this bid if required, see below:

<image002.jpg>

Darryl R. Kight

Procurement Purchasing Manager

[<image003.png>](#)

Procurement

12 SE 1st St. 3rd floor • Gainesville • FL • 32601

352-384-3088 (office) 352-384-3088 (Direct)

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Darryl R. Kight

Procurement Supervisor

Procurement

12 SE 1st St. 3rd floor • Gainesville • FL • 32601

352-384-3088 (office) • 352-491-4569 (fax)

352-384-3088 (Direct)

[<image005.png>](#)

[<image004.png>](#)

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[<image010.png>](#)

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<Contract 5179 (part 1) - signed.pdf>



**CITY OF
TALLAHASSEE**

**AMENDMENT 1 TO AGREEMENT NO. 5179
A CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**

THIS AMENDMENT is made this 01/16/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a Alan Jay Fleet Sales**, a Florida profit corporation (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5179 ("Agreement") dated January 13, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES**, is hereby deleted, and replaced with the following:
 - 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. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

- (1) The City charges an administrative fee of \$200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5179.**
 - (2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.
 - (3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5179** referenced on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304
- B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.
2. **Section 7.B. Extension Term**, is hereby deleted, and replaced with the following:
- 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").

3. The term of the Agreement is hereby extended for two (2) additional years through January 12, 2027, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

CITY OF TALLAHASSEE

By: Chris Wilson
Chris Wilson (Jan 13, 2025 07:03 EST)
Name: Chris Wilson
Title: Fleet Sales Manager

By: Veronica McCrackin
Veronica McCrackin, Procurement Manager

Attest:

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



Approved as to form:

By: Kristen McRae for
Kristen McRae for (Jan 16, 2025 17:25 EST)
Breanna Green, Assistant City Attorney



Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

☐ CONTRACT NO. 5179

☒ AMENDMENT NO. 1

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

This document relates to solicitation RFP-096-21-KM 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: Keith Milton

Department Signature: Kathy Crum

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: ☒ yes ☐ no

From: [Milton, Keith](#)
To: [Mandy Mullins](#)
Cc: [McCrackin, Veronica](#)
Subject: RE: Contract Number 5179 - 2024 City of Tallahassee
Date: Friday, July 26, 2024 3:32:10 PM
Attachments: [image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[CON-CONTRACT \(PRE-2023\) dated 1-13-2022 for ALAN JAY AUTOMOTIVE MANAGEMENT, INC - Contract No. 5179 - NEW MUNICIPAL VEHICLES, CARS,.pdf](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon,

Per the attached this contract is effective through 1/13/2025. If the COT Fleet Management department chooses to exercise the extension then a letter will be prepared and sent to the contractor prior to the expiration date.

Contact me if you have any questions.

Regards,

Keith L. Milton

Purchasing Agent II
City of Tallahassee
300 S. Adams St., Tallahassee, FL 32301
850-891-8289 (o) | (850) 694-7001 (c)
Email: keith.milton@talgov.com



From: McCrackin, Veronica <Veronica.McCrackin@talgov.com>
Sent: Friday, July 26, 2024 2:37 PM
To: Mandy Mullins <mmmullins@alachuacounty.us>
Cc: Milton, Keith <Keith.Milton@talgov.com>
Subject: RE: Contract Number 5179 - 2024 City of Tallahassee

Mandy

Keith is the assigned agent for that contract/department. By copy of this email requesting that Keith address your question. Thanks and have a good weekend.

Veronica S. McCrackin
Director – Procurement Services
City of Tallahassee
Email: veronica.mccrackin@talgov.com
Office Phone: 850-891-8665
Cell Phone: 850-510-8374

From: Mandy Mullins <mmmullins@alachuacounty.us>
Sent: Friday, July 26, 2024 6:41 AM
To: McCrackin, Veronica <Veronica.McCrackin@talgov.com>
Subject: Contract Number 5179 - 2024 City of Tallahassee
Importance: High

*****EXTERNAL EMAIL*****

Please report any suspicious attachments, links, or requests for sensitive information.

Good Morning, Can you direct me to the contact for the above contract? I'm looking to see if the contract was amendment to renew for the additional 2 year period.

Thank you
Mandy



Mandy Mullins

Procurement Agent I
Procurement
12 SE 1st St. 3rd floor • Gainesville • Florida • 32601
352-374-5202 (office)
352-384-3090 (Direct)



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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. 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

By:  _____
Reese Goad, City Manager


Approved by the Department

By:  _____
Jeff Shepard, Fleet Management Director


Attest:

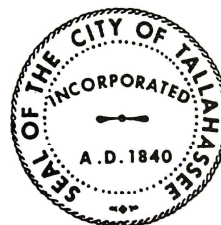
By:  _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:  _____
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

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





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



October 18, 2021

**Recommendation of Award
Request for Proposal (RFP) 096-21-KM
Municipal Vehicles Cars, Vans, SUV's and Light Trucks
Purchasing Agent: Keith Milton – Keith.Milton@talgov.com**

As to the above referenced solicitation, the City of Tallahassee intends to award contracts to the following Vendors:

- 1.) Alan Jay Automotive Network – 52.32
- 2.) Beck Automotive Group – 48.54
- 3.) Dale Earnhardt Chevrolet – 44.28
- 4.) Tallahassee Ford Lincoln – 33.54



NOTICE TO RESPONDENTS
ADDENDUM No. 2

SEPTEMBER 15, 2021

REQUEST FOR PROPOSALS RFP-096-21-KM

NEW MUNICIPAL VEHICLES, CARS, VANS, SUV's & LIGHT TRUCKS

1. This addendum consists of six (6) pages and incorporates changes and/or clarifications to the above referenced RFP released on August 23, 2021, only in the manner and to the extent stated herein and shall become part of the resulting contract.

2. This addendum includes the following:

CORRECTIONS/CLARIFICATIONS

1. **Vendors must disregard the previous Exhibits 1 & 2 in their entirety and replace with the attached revised Exhibits 1 & 2.**
2. **Section 2.3.1 has been revised and should be replaced with the following:**
 - 2.3.1 **METHOD, RATE, VEHICLE LIST/PRICING RESPONSE ("EXHIBIT 1")**
 - a. **METHOD (Page 1).** Vendors **MUST** identify and provide a breakdown of their formula used to determine the cost of their vehicles by using a cost-based pricing method.
 - b. **RATE (PAGE1).** If the Vendor intends to provide service, the hourly service rate **MUST** be identified in this section.
 - c. **VEHICLE LIST/PRICING (PAGE 2).** Vendors **MUST** list their current year base make and model vehicles by manufacturer under Column A. The MSRP (Manufacturer's Suggested Retail Price) **MUST** be identified under column B along with their percentage over cost under Column C. The Vendor **MUST** also identify the percentage discount or the additional percentage to be charged for aftermarket accessories under Column D.
 - d. **PARTS (PAGE 3).** Vendors should provide their percentage off MSRP for parts.
3. **Section 2.3.2 is revised and should be replaced with the following:**

A breakdown of the criteria and how the City intends to score is identified on Exhibit 2.

4. TAB 2 – EXPERIENCE/PAST PERFORMANCE is revised and should be replaced with the following:

Vendors MUST demonstrate their ability to provide the required specifications and deliver municipal government vocational vehicles, bodies, parts, and service in a timely manner. Preference will be given to those who have provided vehicles and service to government entities for more than five (5) years. Please provide the following information and/or documentation:

- a. An organizational chart of the business showing roles and responsibilities of personnel is requested.
- b. List all current government or other competitive bid contracts in place.
- c. Provide the number of years in business.
- d. Provide copy of dealer's license.
- e. Describe and explain any litigation, major disputes, contract defaults, and/or and liens in the last ten years.

5. TAB 4 – Product Line/Equipment has been revised and should be replaced with the following:

TAB 4 - PRODUCT LINE/EQUIPMENT

- a. The Vendor **MUST** provide a breakdown of the vehicles they can offer by make and model on Exhibit 1, Page 2 under Column A.

QUESTIONS/RESPONSES

Question 1: Page 2 of the RFP states that pricing must be good for 120 days. This is not possible; pricing is to be valid for the indicated model year and subject to order cutoff dates as directed by each manufacturer.

Response 1: Pricing valid through the timeframe specified on the Vendor's quote.

Question 2: TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION (2-page limit)

Move item **m.** to TAB 2, this pertains to past performance.

m. Describe and explain any litigation, major disputes, contract defaults, and/or liens in the last ten years.

Response 2: The City of Tallahassee agrees. This item (along with item k will be moved to TAB 2 – EXPERIENCE/PAST PERFORMANCE via addendum.

Question 3: TAB 2 – EXPERIENCE/PAST PERFORMANCE (6-page limit)

Recommend revisions in **blue**

Vendors must demonstrate their ability to provide the required specifications and deliver municipal government vocational vehicles, bodies, parts, and service in a timely manner.

Only Vendors and their authorized representative(s) who have **concurrently** provided vehicles and service to government entities for more than five (5) years **will be considered**. Vendors must provide this information on References page per Attachment 1. An organizational chart of the business showing roles and responsibilities of personnel is requested. Please list all current government or other competitive bid contracts in place.

Response 3: The recommendations above are not accepted.

Question 4: 2.5.1.2 Scoring Criteria Table:

Per conversation during pre-bid meeting remove Tab 3 from scoring and evaluate separately from the cost proposal. In addition, which is further explained in a subsequent question, remove item 3 from Exhibit 2.

Response 4: Item No. 003 - Parts is a part of the proposal scoring. If the Vendor intends to provide parts, the percentage discount off the MSRP should be provided. These percentages must be provided and listed on Page 3 of Exhibit 1.

Question 5: Exhibit 2 Question 1:

What is the formula used in the total column for each item? Total = points x factor?

Response 5: Yes, the formula used is Total = Points x Factor.

Question 6: Exhibit 2 Question 2:

Item 003 Parts, what if the respondent does not wish to offer parts which is not the desired feature of this bid.

Example: Respondent offers a single specific part with a 65% discount. 65% with a factor of 3 would lend to a 195-point total in this bid which is not supposed to award based upon parts and service. **It is suggested that item 3 is removed from exhibit 2 in its entirety.**

VENDOR NAME: _____

SCORING CHART					
ITEM NO.	ITEM DESCRIPTION	FACTOR	PERCENTAGE	POINTS	TOTAL
001	Vehicles and OEM Options	4			
002	After Market Options	3			
003	Parts	3			
Points Total					
Average Total Points (divided by 3)					

Response 6: This recommendation is not accepted. Any percentage off the MSRP for parts will be a part of scoring. Please see revised exhibit for the new conversion chart that will determine how many points will be awarded.

Question 7: Page 3. VEHICLE LIST/PRICING. Vendors MUST list their 2022 current year base make and model vehicles and OEM options by manufacturer with **MSRP** (Manufacturer's Suggested Retail Price) along with their percentage over cost. Additionally, the Vendor MUST identify the percentage discount or the additional percentage to be charged for aftermarket accessories as well as the percentage off MSRP for parts.

Page 3 Question: *Please confirm that vendors are **NOT** required to include a column reflecting cost of vehicles and contract sales price, rather only MSRP.*

Response 7: Vendors are not required to include the cost or a contract sales price only the MSRP and their percentage over cost.

Question 8: Page 27 3.3.2 \$100 flat fee. Fee Question: Please confirm if this fee is to be charged in the cost calculation for the City of Tallahassee's vehicles, or if it is only to be added to other governmental entity purchases.

Response 8: This flat fee will only be charged for purchases made by local, states or national governmental agencies, political subdivisions, or other public agencies under the agreement between the City and the awarded Vendor.

Question 9: Page 60 Responsible Vendor Review Form Within the last ten (10) years, in the State of Florida or any State or Federal jurisdiction has the Vendor or any of its **authorized representatives, officers, directors or owner:**

Responsible Vendor Review Form Question 1: Please add the words authorized representatives to the language above, as the person or persons submitting the bid **should also be included in the requirements.**

Response 9: This form is generated by the City of Tallahassee Procurement office and cannot be edited. Vendors are required to provide any and all information related to the question as listed.

Question 10: 1.0 Within the last ten (10) years, in the State of Florida or any State or Federal jurisdiction

has the Vendor or any of its authorized representatives, officers, directors or owner:

Responsible Vendor Review Form Question 2: How will the city validate the responses to 1.1 thru 3.0 and will these validations be published? (**Submitted: Sep 7, 2021 8:55:23 AM EDT**)

Response 10: The City of Tallahassee Procurement office will provide any and all information pertaining to the request information.

Question 11: 1.1 Been, subject to a **revocation**, suspension, disbarment, administrative complaint, sanction, fine, **adverse action**, or disciplinary action relating to any business or professional permit, certification, and/or license?

Responsible Vendor Review Form Question 3:

How will the City handle the submission of bids by vendors who have previously had their contracts with the city revoked, removed, or otherwise dissolved?

Response 11: Vendor must first have attended the Mandatory Pre-Bid Conference to be eligible to have their bid/proposal be considered, and any responses provided by the Vendor will be evaluated and handled by the City of Tallahassee Procurement Services office.

Question 12: Responsible Vendor Review Form Question 4:

How will the City handle submission of bids by authorized representatives whose employment was terminated mid-contract leaving the vendor behind to dissolve their contract.

Response 12: Any responses provided by the Vendor will be evaluated by the City of Tallahassee Procurement Services office.

Question 13

2.3 COST PROPOSAL (BIDSYNC LINE ITEM 1)

The Vendor MUST submit their hourly labor rate, (if applicable), any and all costs associated with maintenance agreements and extended warranties, all vehicle pricing in the proper format along with any and all applicable options and/or percentage of discount they intend to offer in BIDSYNC under Line Item 1.

There are two lines which responses are requested in bid sync. Item 1 requests a unit price and total price.

Bid Sync Question1: Since parts and service are not a requirement for award, is a labor rate required in this field or a generic place holder?

Response 13: If the Vendor intends to provide a technician either on-site or at their dealership, the hourly rate MUST be provided on Page 1 of Exhibit 1.

Question 14: Item #1 requests complete vehicle listing including MSRP pricing.

Item #2 requests complete vehicle listing without any pricing.

Question: Does the bidders response need to include two complete vehicle listings as this seems redundant?

Response 14: No, the Vendor's product line MUST only be listed on Exhibit 1, Page 2 under Column A.

Should you have any questions concerning the above or related matters, please do not hesitate to contact Keith Milton at (850) 891-8289 or through **FRS TDD at 711**.

Veronica McCrackin

Manager for Procurement Services

VM/km

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

END OF ADDENDUM



NOTICE TO RESPONDENTS
ADDENDUM No. 1

AUGUST 27, 2021

REQUEST FOR PROPOSALS RFP-096-21-KM
NEW MUNICIPAL VEHICLES, CARS, VANS, SUV's & LIGHT TRUCKS

1. This addendum consists of One (1) page and incorporates changes and/or clarifications to the above referenced RFP released on August 23, 2021, only in the manner and to the extent stated herein and shall become part of the resulting contract.
2. This addendum includes the following:

CORRECTIONS/CLARIFICATIONS

1. Section 2 Schedule and Evaluation has been modified. The Mandatory Pre-Bid Conference scheduled for Wednesday; September 1, 2021 will be a Virtual meeting only. Please be advised that this meeting **will not** be an In-Person meeting as previously stated.

Should you have any questions concerning the above or related matters, please do not hesitate to contact Keith Milton at (850) 891-8289 **or through FRS TDD at 711**.

Veronica McCrackin

Manager for Procurement Services

VM/km

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

END OF ADDENDUM

Solicitation RFP-096-21-KM

**New Municipal Vehicles, Cars, Vans, SUVs, & Light Trucks
with related equipment**

Bid Designation: Public



City of Tallahassee

Bid RFP-096-21-KM**New Municipal Vehicles, Cars, Vans, SUVs, & Light Trucks with related equipment**

Bid Number **RFP-096-21-KM**
 Bid Title **New Municipal Vehicles, Cars, Vans, SUVs, & Light Trucks with related equipment**

Bid Start Date **Aug 23, 2021 1:48:51 PM EDT**
 Bid End Date **Sep 22, 2021 12:00:00 PM EDT**
 Question & Answer End Date **Sep 10, 2021 12:00:00 PM EDT**

Bid Contact **Keith Milton**
850-891-8289
keith.milton@talgov.com

Contract Duration **3 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **120 days**
 Pre-Bid Conference **Sep 1, 2021 10:00:00 AM EDT (Online)**
Attendance is mandatory

Bid Comments **The City has issued this request for Proposal (RFP) with the intent to enter into agreements with up to three (3) Vendors per manufacturer to provide new municipal vehicles, cars, vans, sport utility vehicles and light trucks with related equipment, parts, service, training, and supplies necessary to support the same. The City is seeking a complete vehicle product line by manufacturer, makes and base models with pricing that includes at a minimum, air conditioning, automatic transmission, and power windows, all applicable discounts, and the option to purchase cab, chassis, and/or bodies.**

Item Response Form

Item **RFP-096-21-KM--01-01 - New Muni Vehicles, Cars, Vans, SUVs, & Light Trucks with related equipment**
 Quantity **1 job**
 Unit Price
 Delivery Location **City of Tallahassee**
City Hall
 300 South Adams Street
 Tallahassee FL 32301
Qty 1

Description

The Vendor **MUST** submit their hourly labor rate, (if applicable), any and all costs associated with maintenance agreements and extended warranties, all vehicle pricing in the proper format along with any and all applicable options and/or percentage of discount they intend to offer

. Vendors **MUST** identify and provide a breakdown of their formula used to determine the cost of their vehicles by using a cost-based pricing method.

RATE. If the Vendor intends to provide service, the hourly service rate **MUST** be identified in this section.

VEHICLE LIST/PRICING . Vendors **MUST** list their 2022 current year base make and model vehicles and OEM options by manufacturer with MSRP (Manufacturer's Suggested Retail Price) **along with their percentage over cost** . Additionally, the Vendor MUST identify the percentage discount or the additional percentage to be charged for aftermarket accessories as well as the percentage off MSRP for parts.

VENDORS MUST COMPLETE ALL ATTACHMENTS AND/OR EXHIBITS IN THEIR ENTIRETY AND UPLOAD WITH THEIR BID PACKET.

Item **RFP-096-21-KM--01-02 - New Muni Vehicles, Cars, Vans, SUVs, & Light Trucks with related equipment**

Quantity **1 job**

Prices are not requested for this item.

Delivery Location **City of Tallahassee**

City Hall

300 South Adams Street

Tallahassee FL 32301

Qty 1

Description

TECHNICAL PROPOSAL ONLY



**CITY OF
TALLAHASSEE**

REQUEST FOR PROPOSALS

**MUNICIPAL VEHICLES, CARS, VANS, SUV'S & LIGHT
TRUCKS**

AUGUST 23, 2021

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SECTION 1.0 NOTICES / INSTRUCTIONS TO RESPONDENTS

1.1 INTRODUCTION

- a. The City of Tallahassee, Florida ("City") invites prospective Respondents to submit proposals to provide the items or services specified in this solicitation.
- b. "Proposal", as used in this solicitation, means an offer submitted by a prospective Respondent in response to this solicitation that, if accepted by the City, would bind the Respondent to perform the resulting contract.

1.2 PERSONNEL TO CONTACT ON THIS SOLICITATION

Keith Milton, Keith.Milton@talgov.com

1.2.1 EXPLANATIONS/INTERPRETATIONS

Any questions related to this solicitation, must be received in writing by the City by the date and time specified in the schedule of events, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

The specific Agent / Solicitation Contact information for this solicitation is provided in BidSync. Oral explanations or instructions will not be binding. Any information given to a Respondent, which, in the opinion of the Procurement Services Office, affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all other Respondents as an addendum to the solicitation.

1.2.2 SPECIAL ACCOMMODATIONS FOR MEETINGS

Persons with disabilities requiring reasonable accommodations to attend any scheduled meetings please contact the Purchasing Agent at least forty-eight (48) hours in advance, excluding Saturday, Sunday, and City observed holidays.

For speech and hearing impaired: FRS TDD at 711

1.3 SUBMITTAL RESPONSE REQUIREMENTS

The City of Tallahassee uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Respondents inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the Bidder to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

1. Login to <https://www.bidsync.com>
2. Locate the solicitation to which you are responding:
 - Click the "Search" tab on the top left of the page;
 - Enter keyword for solicitation number and click "Search"
3. Click on the "Solicitation title/description" to open the solicitation Information Page;
4. "View and Accept" documents in the documents section and complete all as required;
5. Select "Place Offer" found at the bottom of the page;
6. On the Line Item tab, enter pricing, notes and attachments as specified in the statement of work;
7. Click "Submit" at the bottom of the page;
8. Review offer; and
9. Enter your password and click "Confirm".

The final step in submitting a response involves the Bidder's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". Bidsync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

NOTE: RESPONSES ARE NOT VISIBLE UNTIL AFTER THE DUE DATE AND TIME.

1.3.1 BIDSYNC LINE ITEM 1 – COST/FEE PROPOSAL

The fee shall include all travel, equipment, and any other related expenses. Respondents shall submit their Fee Proposal based on proposal instructions.

1.3.2 BIDSYNC LINE ITEM 2 – TECHNICAL PROPOSAL

Technical Proposal shall be uploaded as Line Item 2. The response to this RFP should include all information required. Please note that the proposal should address the requirements listed in a clear and concise manner in the order stated. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.

The submitted proposal must follow the rules and format described in the Statement of Work. Adherence to these rules will ensure a fair and objective analysis of all proposals. Unnecessarily lengthy documents are discouraged. Proposers shall clearly label each section.

The City reserves the right to seek additional/supplemental representation on specific issues as needed.

1.4 MINORITY WOMEN BUSINESS ENTERPRISE (MWBE)

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE

Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firm is available on the OEV website: <https://oevforbusiness.mwsbe.com>

1.5 LOCAL PREFERENCE

- a. To qualify for the 5 points for Local Vendor Preference the Primary vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the schedule bid/proposal due date. Vendor must complete bid the Local Vendor Affidavit Form within BidSync.
- b. Preferences shall not apply to solicitations for purchases or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

1.6 CONTRACT AWARD

- 1.6.1 The City reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- 1.6.2 The City reserves the right to award to multiple qualified firms for same service areas to be rendered on an as-needed basis.
- 1.6.3 The selected firm will be required to assume responsibility for all services offered in the proposal. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- 1.6.4 A copy of the recommended ranking will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may also obtain a copy of the final ranking from BidSync at: <http://www.bidsync.com>
- 1.6.5 After the Intent to Award has been successfully posted the City will enter into negotiations with the successful firms.
- 1.6.6 The City may cancel this contract due to default. Contractors and their subcontractors' employees' performance, non-performance, service, conduct, actions and/or administrative contract support may result in disciplinary action to include, but not be limited to warning letters, remediation period, notice or breach, notice of default, suspension, up to immediate cancellation of the contract.

1.6.7 NOTICE: This Contract and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

1.7 RIGHT OF REJECTION:

The City of Tallahassee reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City of Tallahassee and its citizens.

1.8 GENERAL TERMS AND CONDITIONS

1.8.1 EQUAL OPPORTUNITY AGREEMENT

1.8.1.1. In connection with work performed under a City of Tallahassee contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.

1.8.1.2 By submitting a proposal, the respondent agrees to --

- a. Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- b. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

1.8.1.3 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

1.8.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2) (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.8.3 ISSUANCE OF ADDENDA

1.8.3.1 If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.8.3.2 Respondent shall accept the Addendum in BidSync.

1.8.3.3 Only when directed in solicitation shall Respondent acknowledge receipt of each addendum to this solicitation using one of the following methods:

By signing and returning the addendum;

By signed letter;

1.8.3.4 The City must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

1.8.4 PAYMENT

1.8.4.1 Prompt Pay Policy

It is the policy of the City of Tallahassee to fully implement the provisions of the State of Florida Local Government Prompt Payment Act. For more information, please refer to Florida Statute 218.70.

1.8.4.2 Withholding Payment

In the event a contract is canceled under any provision herein, the City of Tallahassee may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

1.8.5 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

1.8.5.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal 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 when applicable to the project)

Products/Completed Operations

Contractual

Independent Contractors

Broad Form Property Damage

Personal Injury

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

Owned/Leased Autos

Non-owned Autos

Hired Autos

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 or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

1.8.5.2 Other Insurance Provisions**1.8.5.2.1 Commercial General Liability and Automobile Liability Coverage**

The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state that Contractor'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.

1.8.5.2.2 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City of Tallahassee, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

1.8.5.2.3 All Coverage

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.

If Contractor, for any reason, fails to maintain insurance coverage, which is required

pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

City named as "additional insured" as its interest may appear.

1.8.5.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention's 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 retention's as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

1.8.5.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

1.8.5.2.6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

1.8.5.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

1.8.5.3 LIQUIDATED DAMAGES

(a) If the Contractor fails to provide the deliverables, reports, or perform the services within the time specified in this contract, or any extension, the Contractor shall pay to the City as fixed, agreed, and liquidated damages, the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1500.00 per month; and/or in the event the City is penalized monetarily by federal, state, or local entities as a result of Contractor delay, error, and/or other poor-performance issues, the Contractor may be required to reimburse the City the full amount of the penalty assessed.

(b) Alternatively, if delivery or performance is so delayed, the City may terminate this contract in whole or in part under the Termination clause in this contract and in that event, the Contractor may be liable for 1) reimbursement to the City for costs spent to procure services from another vendor, or 2) for a fixed, agreed, and liquidated damages accruing until the time the City may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

1.8.5.4 FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

The City may apply financial consequences if the Contractor fails to perform in accordance with the Contract.

If the Contractor fails to remedy the performance deficiencies, the Contractor 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, or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

1.9 GRIEVANCE PROCEDURES

(a) Right to Protest. Any prospective Respondent, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i Protest of Specifications or Proceedings Prior to Bid Opening

Any actual or prospective Respondent, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in

specifications or bid procedure.

ii **Protest of Recommended Award**

Any actual Respondent or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such Respondent or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protest shall be directed to the attention of the Manager for Procurement Services.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) after release of solicitation. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

(c) **Protest Bond.** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.

(d) **Final Decision.** The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.

(e) **Stay of Procurement During Bid Protest**

In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

1.10 SELECTION PROCESS

1.10.1 The Selection Committee will review and score all proposals received (by the due date) and determine the shortlisted firms (firms with the highest scores) using the selection criteria established for this project.

1.10.2 The Selection Committee may receive presentations and may conduct interviews of the shortlisted firms and will establish ratings for each firm in accordance with the scoring criteria established for this project.

1.10.3 The Selection Committee will recommend the order of ranking for City Commission approval.

1.10.4 The contract for this project will be negotiated with the firm selected by the City Commission. If unsuccessful, we reserve the right to negotiate with the next firm and so on until successful, as approved by City Commission.

1.11 CONFIDENTIALITY

1.11.1 By submitting a proposal in response to this solicitation, a respondent acknowledges that City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The respondent further acknowledges that any materials or documents provided to City may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a respondent provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The respondent shall submit to the City both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. Note, the City does not consider cost proposals to be proprietary and this information will be made public. Cost proposals marked as proprietary or confidential will not be evaluated and zero points will be given.

1.11.2 Should any person request to examine or copy any material so designated, and provided the affected respondent has otherwise fully complied with this provision, City, in reliance on the representations of the respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, City shall notify the respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by City no later than 4:00 p.m., ET, of the second City business day following respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the respondent refuses to permit disclosure or copying, the respondent agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the respondent is not initially named as a party, the respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a respondent in response to the RFP and shall constitute City's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the City.

1.12 PROHIBITED COMMUNICATIONS/CONE OF SILENCE ORDINANCE 20-O-24

The Purchasing Agent/Procurement Officer identified in Section 1.2 and the BidSync Bid Contact section is the sole point of contact regarding this solicitation. Respondents to this solicitation or persons acting on their behalf may not contact, any city commissioner, his or her staff or any evaluation committee members (evaluators) concerning any aspect of this solicitation, between the release of the solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process. Violation of this provision shall result in disqualification of respondent's bid, proposal or reply, termination of any resulting contract and suspension or debarment..

1.13 TERMINATION

a. If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the

default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or 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. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

1.14 INDEMNIFICATION

a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

1.15 CERTIFICATION OF DRUG-FREE WORKPLACE FORM

Respondents shall submit one (1) accurately completed Certification of Drug-Free Workplace Form with their Response certifying the Respondent has a drug-free workplace program. This document must be submitted with the Respondent's Response. Failure to comply with this requirement may result in disqualification of Response.

COSTS INCURRED BY CONTRACTORS

The City will NOT be responsible for any costs incurred by any contractor at any time before the issuance of an executed contract.

1.17 MODIFICATION/WITHDRAWAL OF SUBMITTALS

1.17.1 Modifications to qualification documents will NOT be allowed after the date and time scheduled for receipt of qualifications. However, complete exchange of qualifications is acceptable, if accomplished before the date and time scheduled for receipt of qualifications.

1.17.2 A contractor may completely withdraw its submittal up to the time of contract award. The contractor must request the withdrawal in writing, signed by the contractor's authorized representative. The submittal withdrawal will not prejudice the right of the contractor to participate on other current or future City solicitations.

1.18 REVIEW AND APPROVAL OF CONTRACT STAFF

The City reserves the right to review for approval or denial the proposed key personnel and/or teams for their qualifications, experience, expertise prior to any job and may, at its discretion, accept or reject proposed staff for a specific task. The City also reserves the right the ability to request specific teams or individuals for specific tasks.

1.19 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 the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination.

1.20 CONFLICT OF INTEREST

The proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The proposer further represents that no person having any interest shall be employed for said performance.

The proposer shall promptly notify the City of Tallahassee Procurement Office in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the proposer.

The City agrees to notify the proposer of its opinion by certified mail within thirty (30) days of receipt of the notification by the proposer. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the proposer, the City shall so state in the notification and the proposer shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the proposer under the terms of this Contract.

1.21 AVAILABILITY OF FUNDS

The City's projects performed under this Contract are contingent upon an annual appropriation for its purpose by the Board, or other specified funding source for this procurement.

1.22 SEVERABILITY

If any term or provision of this RFP and subsequent contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP and subsequent Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this RFP and subsequent Contract shall be deemed valid and enforceable to the extent permitted by law.

1.23 REMEDIES

This RFP and subsequent Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this RFP and subsequent contract shall be the Circuit Court in and for Leon County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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 or 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.

1.24 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this RFP and subsequent Contract, or because of an alleged dispute, breach, default or

misrepresentation in connection with any provisions of this RFP and subsequent Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

1.25 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful consultants, purchases/task assignments may be made under resultant contracts by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of these items independently.

1.26 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE 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, FL 32301

1.27 SCRUTINIZED COMPANY LIST

In executing a resulting this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

1.28 SUPPLIER PORTAL

As part of the City of Tallahassee's (the City) paperless initiative, the City has launched a self-service business portal for vendors performing services on behalf of the City or providing commodities to the City. The Supplier Portal give vendors the power to update contact information, manage direct deposit banking information for faster payment, review past transaction history with the City and monitor pending purchase orders or invoices. As part of the registration process, the City sends awarded vendor(s) an electronic invitation to register as a supplier on the Supplier Portal after the protest period ends. The responsibility for maintenance of the vendor information on the Supplier Portal resides with the vendor and not the City. Failure to complete the online registration or to maintain current vendor information in the Supplier Portal may impact receipt of purchase orders as well as payment. For question or concerns about the Supplier Portal, contact the assigned purchasing agent or send an email to supplier@talgov.com.

SECTION 2.0 SCHEDULE OF EVENTS

See Schedule of Events attachment that is part of the solicitation package

SECTION 3.0 SCOPE OF SERVICES/PROJECT DESCRIPTION

See Scope of Services attachment that is part of the solicitation package

SECTION 2 SCHEDULE AND EVALUATION

2.1 SCHEDULE OF EVENTS

The proposed timeline for this solicitation is as follows. Dates and times are subject to change.

EVENT	DATE / TIME*
Release of the Bid	August 23, 2021
*Mandatory/Virtual Pre-Bid Meeting In person meeting will be held at: 400 Dupree Street Tallahassee, Florida 32304 Microsoft Teams Meeting Information: Join on your computer or mobile app Click here to join the meeting Join with a video conferencing device talgov@m.webex.com Video Conference ID: 111 920 151 1 Alternate VTC instructions Or call in (audio only) +1 850-792-4991, 73884038# United States, Tallahassee Phone Conference ID: 738 840 38# Find a local number Reset PIN Learn More Meeting options	September 1, 2021 @ 10:00 AM EST
Deadline for Questions / Clarifications	September 10, 2021 @ 12:00 PM EST
Answers Posted via addendum in BidSync:	September 15, 2021
Responses Due Date / Time (Deadline)	September 22, 2021 @ 12:00 PM EST
Scoring Meeting 10:00 AM EST Microsoft Teams Meeting Information Join on your computer or mobile app Click here to join the meeting Join with a video conferencing device talgov@m.webex.com Video Conference ID: 116 855 739 3 Alternate VTC instructions Or call in (audio only) +1 850-792-4991, 756455073# United States, Tallahassee Phone Conference ID: 756 455 073# Find a local number Reset PIN Learn More Meeting options	October 4, 2021
*Anticipated Approval / Commission Approval https://go.boarddocs.com/fla/talgov/Board.nsf/Public	October 2021

* Specific dates/times will be determined at each phase.

2.2 **PROPOSAL RESPONSE REQUIREMENTS**

- 2.2.1 A response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements listed below in a clear and concise manner in the order stated herein. The response shall clearly detail how the services that you are proposing can best satisfy the City's needs.
- 2.2.2 The submitted proposal must follow the rules and format outlined within this section. Adherence to these rules will ensure a fair and objective analysis of all proposals. **Unnecessarily lengthy documents are discouraged.**
- 2.2.3 The City reserves the right to seek additional/supplemental representation on specific issues as needed.
- 2.2.4 Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City. **Do not submit** the COST AND APPLIED DISCOUNT PROPOSAL and the TECHNICAL PROPOSAL together. These technical documents will be uploaded in BidSync separately. Vendors shall construct their proposal in the following format and a tab must separate each section.

2.3 **COST PROPOSAL (BIDSYNC LINE ITEM 1)**

The Vendor **MUST** submit their hourly labor rate, (if applicable), any and all costs associated with maintenance agreements and extended warranties, all vehicle pricing in the proper format along with any and all applicable options and/or percentage of discount they intend to offer in **BIDSYNC** under **Line Item 1**.

- 2.3.1 METHOD, RATE, VEHICLE LIST/PRICING RESPONSE ("EXHIBIT 1"):
- METHOD**. Vendors **MUST** identify and provide a breakdown of their formula used to determine the cost of their vehicles by using a cost-based pricing method.
 - RATE**. If the Vendor intends to provide service, the hourly service rate **MUST** be identified in Page 1 of Exhibit 1.
 - VEHICLE LIST/PRICING, PAGE 2 OF EXHIBIT 2**. Vendors **MUST** list their 2022 current year base make and model vehicles and OEM options by manufacturer with MSRP (Manufacturer's Suggested Retail Price) **along**

with their percentage over cost. Additionally, the Vendor MUST identify the percentage discount or the additional percentage to be charged for aftermarket accessories as well as the percentage off MSRP for parts.

2.3.2 APPLIED PERCENTAGE SCORING CHART (“EXHIBIT 2”):

A breakdown of how the City intends to score on the Vendor’s cumulative vehicle list that should be listed by manufacturer, make, model, and oem options, aftermarket options, and parts is identified in Exhibit 2.

2.4 **TECHNICAL PROPOSAL (BIDSYNC LINE ITEM 2)**

Vendors shall upload their Technical Proposal under **Line Item 2** with each “Tab” clearly identified as described in this section.

- 2.4.1 All responses shall be submitted and received in BidSync by the deadline time and date specified in the Schedule of Events.
- 2.4.2 The responsibility for submitting the proposal into BidSync on or before the above stated time and date is solely that of the Vendor. The City of Tallahassee will in no way be responsible for delays in transmittal or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED. Please allow sufficient time to input responses into BidSync.**
- 2.4.3 Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.
- 2.4.4 The City shall not be liable for any costs incurred by a Vendor prior to entering into an agreement. Therefore, all Vendors are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.
- 2.4.5 Vendors responding to this RFP must be available for in-person presentations/interviews, in the event the Selection Committee requests presentations.

TAB 1 - EXECUTIVE SUMMARY/GENERAL INFORMATION (2-page limit)

Present in brief, concise terms, a summary level description of the contents of the RFP and of your company and its capabilities. The signer of the RFP must declare that the RFP is in all respects fair and in good faith without collusion or fraud, and that the signer of the RFP has the authority to bind the principal proposer. At a minimum, the following information MUST be included:

- a. Name of Company
- b. Mailing address of Company
- c. Physical address of Company
- d. Name of contact person
- e. Phone number
- f. Fax number
- g. Cell Phone number
- h. E-mail address
- i. Business Structure
- j. If there is a joint venture or prime/subcontractor arrangement of two or more companies, indicate how the contract would be handled.
- k. Number of Years in business, proof of license to sell vehicles
- l. Proof of liability insurance
 - m. Describe and explain any litigation, major disputes, contract defaults, and/or liens in the last ten years.

TAB 2 – EXPERIENCE/PAST PERFORMANCE (6-page limit)

Vendors must demonstrate their ability to provide the required specifications and deliver municipal government vocational vehicles, bodies, parts, and service in a timely manner. Preference will be given to those who have provided vehicles and service to government entities for more than five (5) years. Vendors must provide this information on References page per Attachment 1. An organizational chart of the business showing roles and responsibilities of personnel is requested. Please list all current government or other competitive bid contracts in place.

TAB 3 – SERVICE PROPOSAL (8-page limit)

- a. The Vendor shall clearly demonstrate their understanding of the requirements and needs of the RFP with comprehension of the technical aspects related to the RFP along with their ability to interpret and meet the specifications of the Statement of Work.
- b. The Vendor shall present their approach to servicing the City of Tallahassee and the methods to be used to carry out their responsibilities including

demonstrating their being able to conform to standards of good workmanship; and their ability to sell, deliver, and service their product(s).

- c. Include a brief description of the Vendor's management team, their roles and responsibilities as well as who will serve as the main point of contact for managing the contract, if awarded.
- d. Provide the name(s) and certifications of any person(s) that would serve as a technician; and advise whether that technician will be on site and/or whether assistance with repairs can occur remotely and if so, how. The Vendor should also provide the percentage off their hourly rate in this section **if** they intend to offer a discount. The City would prefer to have an in-house service technician or to have at least one manufacturer-trained technician assigned to perform all warranty and non-warranty (non-warranty covered on a "as-needed" basis) mechanical related issues. If having an in-house technician in the shop is an option, this information should be included in this section.
- e. Provide the platform for any virtual training.
- f. Provide the warranty period for parts, labor, and vehicles along with any information associated with warranties. Please note all parts, vehicles and labor must have a minimum warranty period of one (1) year.

TAB 4 - PRODUCT LINE/EQUIPMENT (DO NOT INCLUDE PRICING IN THIS SECTION)

- a. The Vendor **MUST** provide a breakdown of the vehicles they can offer by manufacturer, make, and model. **No pricing is to be included in this section.** This information should be listed in attached Exhibit 1.
- b. Identify whether rental and leasing option(s) are available. If any rentals are offered, the contract language will be negotiated and the attached contract will not necessarily govern.
- c. Propose any additional services that may be added or included in the contract, if awarded.

2.5 EVALUATION OF RESPONSES

All proposals shall be evaluated based on the requirements and criteria set forth herein. Once proposals are received by the designated deadline date and time, the evaluation process

begins. **Both a Technical Proposal and Cost Proposal MUST be submitted, if either is omitted the Bid Submission will be incomplete and rejected.**

2.5.1 EVALUATION OF PROPOSALS

The evaluation committee shall evaluate responsible and responsive Vendors scoring based on the following criteria:

2.5.1.1 Technical Score: With the exception of Tab 5 (Cost Proposal), the evaluators will independently review each Vendor's technical proposal and award points using the established evaluation criteria, with scoring based on a zero (0) to ten (10) point scale, as identified in the scoring criteria table. For each criterion, the sum of the Evaluator's scores will be multiplied by the designated factor for a total score then divided by the number of evaluators to provide the overall average technical point score for each. The sum of average points results in the total technical score for each Vendor respectively.

Exception:

Percentage Discount Scoring: Percentage discount points are awarded based on average percentage of all discounts (vehicles/oem options, aftermarket options, and parts) proposed across one, all or combined categories. The average is then multiplied by the factor of .4 with a possible maximum of 40 points.

2.5.1.2 Scoring Criteria Table:

CRITERIA	EVALUATOR MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL			
Tab 1 - Executive Summary	10	.5	5
Tab 2 – Experience/Ability and Past Performance	10	3	30
Tab 3 – Service Proposal	10	1	10
Tab 4 - Product Line	10	1	10
Tab 5 – Cost Proposal	Score from the Applied Percentage Chart (Identified in Exhibit 2)	.4	40
Tab 6 - Local Preference	10	.5	5
Total Maximum Points Allowed			100

2.5.1.3 Technical Scoring Scale Table:

Score	Basic Description	Full Description
0 – 1	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
2 – 3	Poor/Below Expectations/ Unsatisfactory	The proposal is inadequate in most basic requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .
4 – 5	Below Average / meets Some Expectations	The proposal meets some of the basic requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
6 – 7	Average / meets Most Expectations	The proposal adequately meets the minimum requirements, specifications, or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
8 – 9	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications, or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is above average .
10	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications, or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is excellent .

2.5.2 OVERALL SCORE AND RANKING: The sum of the Vendor's technical points equals the Vendor's total proposal score. Vendors will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score. The City expects to make multiple awards for each manufacturer.

SECTION 3 - SCOPE OF WORK/SPECIFICATIONS

3.1 INTENT.

The City of Tallahassee (City) monitors the fleet and public transportation industries by keeping up with the latest trends and methods. This is important due to the broad range of vehicles utilized by our user departments, the ever-changing operational needs, and the desire of the City to acquire vehicles with the latest technology as to safety, specifications, and fuel-efficiency. Purchases under these agreements will meet the needs of the City, other local, state, or national governmental agencies, political agencies, political subdivisions, or other eligible users. Any and all future pricing **MUST** be approved by the Fleet Management Director. All future products will be added as they become available.

3.2 HISTORY AND BACKGROUND.

The City operates and maintains a diverse fleet of approximately 2,600 pieces of equipment used by all City departments. This fleet is comprised of light and heavy-duty vehicles equipment powered by petrol, diesel, and electric supporting all City departments. The acquisition and replacement of vehicles is necessary to keep the City running smoothly while meeting the growing demands of our user departments and City citizens.

3.3 SCOPE OF WORK.

The City has issued this Request for Proposal (RFP) with the intent to enter into agreements with up to three (3) Vendors per manufacturer to provide new municipal vehicles, cars, vans, sport utility vehicles, and light trucks with related equipment, parts, service, training, and supplies necessary to support the same. The City is seeking a complete vehicle product line by manufacturer, makes and base models with pricing that includes at a minimum, air conditioning, automatic transmission, and power windows, all applicable discounts, and the option to purchase cab, chassis, and/or bodies. The list below is to provide an example of the types of vehicles used by the City.

- Police/Emergency Response Vehicles
- Cab-Chassis for installation of various bodies
- Hybrid Vehicles
- Electric Vehicles
- Alternative/Bi Fuel Vehicles

Although the City plans to order vehicles under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place

orders at all. The City reserves the right to order from other government contracts and/or government association contracts 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(s) who can best fulfill the needs of the City.

3.3.1 TERM.

The initial term of this Contract will be for a period of three (3) years with the option to extend for an additional two (2) years.

3.3.2 PURCHASES BY OTHER PUBLIC AGENCIES/REPORTING REQUIREMENTS.

- a. Purchases may be made by other local, states or national governmental agencies, political subdivision, or other public entities.
- b. The City charges an administrative flat fee of \$100.00 per vehicle. 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. A report of such purchases **MUST** be submitted by the Vendor within thirty (30) calendar days of receiving payment. Any and all administrative fees collected **MUST** be submitted no later than ten (10) days calendar days after the end of the fiscal quarter in which the administrative fees were paid. **Any local, state, or national governmental agencies, political subdivisions, or other public entities interested in utilizing any subsequent contract(s) as a result of this solicitation, must request approval via email attention Roger Godwin, Fleet Superintendent City of Tallahassee, email: Roger.Godwin@talgov.com**

3.3.3 WARRANTIES.

- a. Vendor shall provide detailed manufacturer's warranty information in the solicitation response for the products and/or services requested in this solicitation.
- b. A warranty start date is required on all products and/or services purchased by the City. Warranty shall become effective when the products and/or services are put into use by the City, or at a maximum of thirty (30) days after delivery, whichever occurs first. Products and services must meet all applicable industry standards.
- c. Vendor shall provide information on warranty servicing, immediate response time for warranty work and recalls.

3.3.4 SERVICE/MAINTENANCE, TRAINING, AND PARTS.

Service/Maintenance:

- a. State name and location of nearest factory authorized parts and service facilities.
- b. Technicians shall be employees of the manufacturer or dealer. Subcontractors must be approved by the City.
- c. Vendor shall state level of shop capability and types of service provided.
- d. The City would prefer to have an in-house service technician or to have at least one manufacturer-trained technician assigned to perform all warranty and non-warranty (non-warranty covered on a “as-needed” basis) mechanical related issues. The Vendor should specify if having an in-house technician in the shop is an option.
- e. All vehicle repairs will be to current industry standards and regulatory requirements. Repairs will be performed by manufacturer trained technicians with proper diagnostic capabilities and tools.
- f. Repair and warranty work shall be performed at the City Fleet Management Facility, unless the repair is too complex, or the City Fleet Management Facility cannot supply necessary equipment needed to perform at its site. Exceptions would be service/repair of equipment not operational and requiring repair/service in the field.
- g. Repair and warranty work performed at dealer’s facility **MUST** take priority and repairs started within eight (8) business hours of vehicles arrival.

Training:

- a. Operator training for specialty equipment will be performed by manufacturer trainer. Operator training will be provided to the user Department(s) at the City Fleet Management Facility, at no charge, before unit is placed in service. The number of operators being trained will have no limit.
- b. Manufacturer Service Technician training for specialty equipment will be provided to a minimum of four (4) technicians at the City Fleet Management Facility. This training will include, but not be limited to, diagnostics and repair, maintenance, parts ordering, and diagnostic software usage at no additional charge.
- c. The Vendor will also provide diagnostic materials, software and related components at no charge.

Parts:

- a. All parts and materials supplied by the Vendor for repair shall be new, first quality products meeting original equipment manufacturer (oem) specifications.
- b. Consignment parts may be requested for stock at the City Fleet Management Facility. Inventory will be tracked by the City Fleet Parts Department and the Vendor to maintain accuracy.

3.3.5. DELIVERY, INSPECTION, AND ACCEPTANCE.

- a. All deliveries shall made FOB to the City Fleet Facility located at 400 Dupree Street, Tallahassee, Florida 32304.
- b. Delivery does not constitute acceptance. The City shall have a reasonable time frame to inspect the vehicles, parts or services provided.
- c. After such inspection, any or all vehicles, parts or services which do not comply with the specifications and/or requirements or which are otherwise found unacceptable or defective may be rejected.
- d. All vehicles, parts or services which are discovered to be defective or which do not conform to City requirements specified herein upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- e. The City reserves the right to reject shipment or services at the Vendor's expense for full credit or replacement and to specify a reasonable date by which replacement must be received. The City's right to reject any unacceptable vehicles, parts or services shall not exclude any other legal, equitable or contractual remedies the City may pursue.
- f. All vehicles will be new (no pre-owned), and shall be delivered with the following documents completed or included:
 - a. 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.

3.3.6 RESPONSE TIME.

Not applicable.

3.3.7 ADDITION AND DELETION OF ITEMS OR SERVICE LOCATIONS.

- a. The City reserves the right to add or delete products and/or service locations at any time during the term of the contract without penalty.
- b. Upon approval by the City and upon receipt of written notice, Vendor shall begin providing new items or servicing new locations within ten (10) business days of the date of the written notice. The City shall give the Vendor thirty (30) days written notice for any service location deletions.
- a. Billing for the deleted service location will end when services are terminated. Site additions and deletions shall be made by user-departments with written notification to the Procurement Manager. Prices charged for site additions will be the same cost basis as that used in formulating the original bid.

3.3.8 SERVICE HOURS.

City service work should be accomplished at the convenience of the City. The service work hours/ delivery will be established with the awarded Vendor prior to contract commencement. Regular business working hours as follows:

Business Hours is work performed between 7:00 a.m. to 5:30 p.m. - Monday through Friday excluding City holidays.

After Hours Service is defined as work performed after 5:30 p.m. and before 7:00 a.m.

Weekend and Holiday work is defined as being performed during Saturday, Sunday or during any City holiday.

3.3.9 CONTRACTOR RESPONSIBILITIES.

- a. Provide a local dedicated account manager at time of contract award that is readily available to administer the City contract on a day-to-day basis.
- b. Have the facilities, capabilities, equipment, and support staff to maintain regular and consistent services for the term of the contract.
- c. Provide the contact information of service technician(s) or representative(s) who are experienced and qualified to provide services for any resulting account.

- d. **Any** methods used to transport, apply, and/or install shall be handled in strict accordance with the manufacturer's label instructions.
- e. If applicable, set up a service schedule that is designed to suit the City's requirements.
- f. Authorization by the City must be given before beginning service work and obtain proper signature from designated authorized City representative upon completion of services.
- g. Notify City-Authorized user department representative of any hazardous conditions and/or damage to City property.

3.3.10 CONTRACTOR REQUIREMENTS.

- a. Vendors shall be licensed by the state of Florida to sell motor vehicles and equipment. Said license MUST kept current/renewed. Failure to do so may terminate the contractual relation.
- b. The Vendor must be registered to transact business in the state of Florida and through the Florida Department of State (<https://dos.myflorida.com/sunbiz>).
- c. No one except authorized employees of the Vendor are allowed on the premises of the City to provide service. Vendor's employees are not to be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Vendor.
- d. The City may require that the Vendor remove any employee who endangers persons or property or whose continued employment is inconsistent with the interest of the City.
- e. The City may require background checks on all employees of the Vendor providing products and/or service to the City.
- f. The Vendor shall, at a minimum, provide employees with a neat and clean company uniform or garment with an easy identifiable company logo, name label or easily visible photo identification badge listing the employee and the company name. Uniforms and identification badges are to be worn by Vendor's employees while completing services. Repeated non-compliance may result in the removal of employee from any further services. Continual non-compliance by Contractor may result in a termination of contract, if awarded. All items shall be provided at the Vendor's expense.

3.3.11 CITY'S RESPONSIBILITIES.

Depending on the specific requirements of each contract, a Vendor may/may not have to provide service(s) or make deliveries on a day that has been recognized as a City Holiday. If services/deliveries are required, access will be provided. The following are observed as holidays by the City:

New Year's Day
Martin Luther King, Jr. Day
Emancipation Day
Memorial Day
Independence Day
Labor Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Additional closure days may be designated on an as-need basis, such as inclement weather, emergency, maintenance, etc.

a. Identify City Authorized User Department Representatives.

Fleet Superintendent, Roger Godwin – (850) 891 - 5437
Fleet Parts and Fuel Manager, Michael Jackson - (850) 891 - 5248
Fleet Service Manager, Eddie Tyer – (850) 891 - 5663
Fleet Contract Manager, Kathy Crum – (850) 891 - 5229

b. Respond timely in the review and approval/or denial of Vendor reports, invoicing, or other documentation or requests. Serve as the first point of contact and communicate any issues with the Vendor representative for a resolution.

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THIS SECTION TO BE COMPLETED BY CITY PROCUREMENT STAFF

Exhibit 2
APPLIED PERCENTGAGE SCORING CHART

The requested information for items 001 – 003 in the table below shall be provided by the Vendor on Exhibit 1. This will be the Vendor's "Cost Proposal" and MUST be submitted in Bidsync under line item 1 ONLY.

PRICING TABLE FORMULA: Items 1 thru 3 will be a percentage of discount or additional cost. Each item is weighted by a factor of 3 or 4. The numeric percentage is multiplied by the factor for that item for the total per item, these are then totaled and averaged by 3 for the final Cost/Fee Proposal Score. The total Cost/Fee Proposal Scoring: Cost points are awarded based on the Vendor's average Total points x .40.

VENDOR NAME: _____

SCORING CHART					
ITEM NO.	ITEM DESCRIPTION	FACTOR	PERCENTAGE	POINTS	TOTAL
001	Vehicles and OEM Options	4			
002	After Market Options	3			
003	Parts	3			
	Points Total				
	Average Total Points (divided by 3)				

Item No. 1 – Vehicles and OEM Options. Vendors **MUST** list all their base makes and models by manufacturer along with their MSRP Price and their percentage over cost on the Vehicle List provided in Exhibit 1 – Method, Rate, Vehicle List/Pricing Response. If only one percentage applies for all make and models, that percentage will be entered below under item 001. If there are multiple percentages based on certain makes or models, the combined average of all the discounts will be inserted under line item 001.

Scoring will be as follows:

0 – 1.5 % = 30 points
 1.6 – 2.5 % = 20 points
 2.6 – 3.5 % = 10 points
 3.6 – 4.5 % = 5 points
 4.6% or greater = 1 point

Item No. 2 - Aftermarket Accessories. (ex. mounted equipment, bodies, or boxes) Vendors **MUST** submit a percentage discount or the additional percentage to be charged. Discount or additional charge will be based on the dealers cost and included in the Vehicle quote when requested for purchase.

% Discount/Additional Charge	Points awarded
1% - 10% discount	5
0% passthrough	4
1% - 5% additional charge	3
6% - 10% Additional charge	2
11% or greater additional charge	1

Item No. 3 – Parts. Submit the percentage discount off of MSRP for parts. Due to the large number of parts involved, pricing for parts is **not** required for this solicitation. If there are multiple items with different percentages off MSRP, those items/percentages can be identified on Exhibit 1 - Page 5.

An example of multiple items with different percentages off of MSRP are shown below:

Batteries - 5%

Filters - 5%

Brakes - 20%

Engine - 15%

Driveline - 10%

Total 55.0%

Total of Percentages divided by 5 = **Total Awarded- 11 Points**

References

(This page must be submitted with the proposal and shall become an integral part of the resultant contract.)

Respondent Name:

REFERENCES

Respondent should submit a minimum of five (5) clients to whom the Respondent has provided services for at least two (2) years, similar to those being proposed to the City.

Description of Work – i.e. Length of Contract Period (Start and End Dates), and Type of Work Performed.	Contact name, title, phone number, address and email address
<div></div>	<div></div>
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CONTRACT

Between the City of Tallahassee ("City") and _____("Contractor")

CONTRACT NO. _____

SUBJECT OF CONTRACT: MUNICIPAL VEHICLES, CARS, VANS, SUV'S & LIGHT TRUCKS

CONTRACT AMOUNT:

- | | |
|--|--|
| <input type="checkbox"/> Exact Amount: \$ _____
<input type="checkbox"/> Not To Exceed (NTE): \$ _____
<input type="checkbox"/> Commodity based upon Line Item Price | <input type="checkbox"/> Exact Amount: \$ _____
(Subject to allowed adjustments as specified elsewhere in the contract.)
<input type="checkbox"/> Estimate Only (EST): |
|--|--|

LINE ITEMS AWARDED: ☐ All ☐ Item(s): _____

CONTRACT TERM:

The performance period ("Term") of the resultant contract will be as follows:

The basic Contract Term is _____ years, with the effective start date: _____
 and _____ optional _____ year extension periods for a total of _____ years.

CONTACT PERSONNEL	
Contract Administrator: Keith Milton Telephone Number: 850-891-8289 Email: Keith.Milton@talgov.com	Technical Representative: Roger Godwin Telephone Number: 850-891-5437 Email: Roger.Godwin@talgov.com
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
Type of Contract (Check One) <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Fixed Price w/Economic Price Adjustment Type of Quantity Delivery (Check One) <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input type="checkbox"/> Requirements	Item Type <input type="checkbox"/> Commodities <input type="checkbox"/> Services Type of Contract Award (Check One) <input type="checkbox"/> Single Award <input type="checkbox"/> Multiple Award
Approval Level: <input type="checkbox"/> ACM <input type="checkbox"/> Commission Approval Date:	

Revised 2/8/19

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference.

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Price Schedule
Section 2	Representations/ Certifications
Section 3	Statement of Work/ Specifications
Section 4	Contract Management
Section 5	General Terms and Conditions/ Miscellaneous Contract Clauses
Section 6	Attachments to Contract

CERTIFICATION OF CONTRACTOR

In response to the solicitation, I, the undersigned representative of the named Contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the named Contractor to execute the response and associated contract intending to bind the Contractor to the City as stated in those documents; and
3. That, if awarded the subject contract, the Contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

City of Tallahassee**Contractor**

(By) _____
(Signature)

(By) _____
(Signature)

Andre Libroth
Manager for Procurement Services

(Print/Type Name, Title and Date)

Attest
(City Representative)**Approved As To Form:**
(City Attorney)

(By) _____
(Signature)

(By) _____
(Signature)

James O. Cooke, IV
City Treasurer-Clerk

(Print/Type Name, Title and Date)

Execution Date

SECTION 1 - PRICE SCHEDULE**CONTRACTOR NAME:**

THE CONTRACTOR AGREES --

To furnish the supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc., unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor certifies that—

1. The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor.
2. The prices set forth in the price schedule will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before response opening.
3. No attempts have been made by the Contractor to induce any other concern to submit or not to submit a response for the purpose of restricting competition.
4. Contractors must submit responses based on the bidding requirements/specifications in this solicitation. Unless specifically requested in this solicitation, alternate or optional responses will not be considered for award and may render the entire submitted response as non-responsive.

[BidSync Tabulation Report to be inserted here]

SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS

SECTION 3 – STATEMENT OF WORK

SECTION 4 – CONTRACT MANAGEMENT

4.1 CITY REPRESENTATIVES

4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations; etc.).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on contractor's performance.
- d. Reviews and recommends action on contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the contractor in the Representations and Certifications Form and as required by any other clause to this contract.

4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 INSURANCE REQUIREMENTS

- a. **Prior to commencing work**, the Contractor shall procure and maintain at Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:
- (1) Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its response 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 when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
 - (2) Business Automobile/Umbrella Liability Insurance- \$500,000 limit per accident for property damage and personal injury.
 - Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
 - (3) 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 \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or CONTRACTOR is otherwise required by law to provide such coverage.
- b. **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 of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.
- c. **Other Insurance Provisions**
- (1) Commercial General Liability and Automobile Liability Coverage
 - (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
 - (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

- (iv) Coverage shall state that Contractor'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.
- (2) **Workers' 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 Contractor in the performance of services under this contract.
- (3) **All Coverage**
 - (i) 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.
 - (ii) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
 - (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.
- d. **Acceptability of Insurers**
Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.
- e. **Verification of Coverage**
CONTRACTORS are reminded that regardless of what the State of Florida requirements for insurance are (Including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for firms wishing to enter into a contract with the City. CONTRACTORS, must supply proof with their response, of insurance meeting the above-mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the CONTRACTOR will be eligible to buy insurance in the amounts required by the contract. Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this clause. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.
- f. **Subcontractors**
Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by government credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City of Tallahassee to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

5.3 **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
 - (1) **E-mail** (electronic PDF image of invoice): accountspayable@talgov.com;
 - (2) **Mail**: Accounts Payable, 300 S. Adams St, Mail Box A-28, Tallahassee, FL 32301-1731
 - (3) **Deliver**: Accounts Payable, 3rd Floor, City Hall, 300 S. Adams St, Tallahassee, FL

NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card then the invoice must be sent to the attention of and address for the individual who made the purchase. The Invoice should indicate that payment has been with a Purchase Card.

- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Invoice number (contractor is encouraged to assign an identification number);
 - (4) Contract number, if applicable;
 - (5) City's Purchase Order number, if applicable;
 - (6) Contract line item number (if applicable);
 - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
 - (8) Terms of any prompt payment discounts offered;
 - (9) Name and address of official to whom payment is to be sent;
 - (10) Federal Identification Number or Social Security Number (whichever applies)

5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control

- work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- c. The City has the right to evaluate all services called for by the contract, to the extent practicable at all times and places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
 - d. Evaluations conducted by the City shall be recorded on a standard City CONTRACTOR Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
 - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
 - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
 - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, on any VPE form which contains area rated "unsatisfactory". As a minimum, the Contractor's written reply must explain the courses of action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
 - e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the City may--
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
 - f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.
 - (g) All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts

5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8 DISPUTES

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
 - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Florida Statute 218.74(4) on the amount found due and unpaid from --
 - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

5.9 NOTIFICATION OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10 NOTIFICATION OF OWNERSHIP CHANGES

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the Procurement Services Office ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

5.11 **NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12 **PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 **WARRANTIES**

5.13.1 WARRANTIES OF SERVICES

a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either --
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable

adjustment in the contract price.

- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.13.2 WARRANTIES OF COMMODITIES

- a. Product Requirements/Specifications – Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use, unless otherwise stated in the specifications. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).
- b. Replacement/Restocking - A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria and warranty, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.
- c. Replacement Costs/Fees- Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the contractor.

5.14 TERMINATION

- a. If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be affected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or 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. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

5.15 AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract 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 contract beyond the above referenced date, until funds are made

available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 **RENEWAL EXTENSIONS OF CONTRACT TERM (BILATERAL)**

Upon mutual agreement between the Contractor and the City, this Contract may be extended at the conclusion of the basic contract term for the period and increments as stated herein, by written notice to the Contractor within 30 calendar days before the contract expires. The original Contract term is years with optional year extensions for a total Contract term of years.

This Contract may not be extended.

5.17 **EXTENSION OF CONTRACT (not exceed six (6) months)**

After completion of the basic contract period and any yearly extensions, the City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six (6) months. The City may extend the services by written notice to the Contractor within thirty (30) calendar days.

5.18 **QUANTITY-BASED CONTRACT**

Indefinite Quantity: This Contract provides for purchase of an unspecified quantity of materials or services at a specified price.

5.19 **REQUIREMENTS**

This is a requirements contract for the supplies or services specified and effective for the stated Term.

- a. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum", that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- d. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- e. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.20 ECONOMIC PRICE ADJUSTMENT

This contract **is not** subject to Economic Price adjustments.

5.21 ORDERING

- a. Any items to be furnished under this contract shall be ordered by issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term of this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile, by electronic commerce methods.

5.22 ORDER LIMITATIONS

With regard to orders placed against this contract --

- a. there is NO minimum monetary limit on single orders;
- b. there is NO minimum or maximum limit on the total orders that can be placed against this contract.

5.23 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful CONTRACTOR(s), purchases may be made under this response by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.24 MATERIAL SAFETY DATA

- a. The contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's response. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
 - i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing hazardous materials;
 - ii) Obtain medical treatment for those affected by the material; and
 - iii) Have others use, duplicate, and disclose the data for the City for these purposes.

- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contractor providing for rights in data.
- (3) The City is not precluded from using similar or identical data acquired from other sources.

5.25 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.26 **ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- (1) This Contract and all written Amendments.
- (2) The Contractor's Proposal or Bid.
- (3) Solicitation No.RFP-096-21-KM_____ including all addenda thereto, if any.

SECTION 6 - ATTACHMENTS TO CONTRACT

6.1 **ATTACHMENTS INCORPORATED IN FULL TEXT**

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

- None

6.2 **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Solicitation Response of the Contractor, dated _____
- Solicitation document, dated _____, including all addenda thereto, if any.

REPRESENTATIONS/CERTIFICATIONS**TAXPAYER IDENTIFICATION**

Respondent must complete Federal Form W-9 and submit it with their bid.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME:	<input type="text"/>		
MAIL ADDRESS:	<input type="text"/>		
	<input type="text"/>		
TELEPHONE NO:	(City)	(State)	(Zip Code+4)
(Toll-Free Preferred)	VOICE: <input type="text"/>	, EXTENSION: <input type="text"/>	
EMAIL ADDRESS:	OTHER: <input type="text"/>	; FAX: <input type="text"/>	
WEBSITE URL:	<input type="text"/>		
	<input type="text"/>		

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME:	<input type="text"/>		
TELEPHONE NO:	VOICE: <input type="text"/>	, EXTENSION: <input type="text"/>	
(Toll-Free Preferred)	OTHER: <input type="text"/>	; FAX: <input type="text"/>	
EMAIL ADDRESS:	<input type="text"/>		

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME:	<input type="text"/>		
MAIL ADDRESS:	<input type="text"/>		
	<input type="text"/>		
TELEPHONE NO:	(City)	(State)	(Zip Code+4)
(Toll-Free Preferred)	VOICE: <input type="text"/>	, EXTENSION: <input type="text"/>	
EMAIL ADDRESS:	OTHER: <input type="text"/>	; FAX: <input type="text"/>	
	<input type="text"/>		

CONTACT FOR INVOICE INQUIRIES

NAME:	<input type="text"/>		
TELEPHONE NO:	VOICE: <input type="text"/>	, EXTENSION: <input type="text"/>	
(Toll-Free Preferred)	OTHER: <input type="text"/>	; FAX: <input type="text"/>	
EMAIL ADDRESS:	<input type="text"/>		

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME:

MAIL ADDRESS:

(City)

(State)

(Zip Code+4)

CERTIFICATION OF A DRUG-FREE WORKPLACE

Section 287.087 of the Florida Statutes provides that, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Please sign below and return this form to certify that your business has a drug-free workplace program.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

By:

Authorized Signature

Print Name and Title



Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, and
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name: <input style="width: 90%;" type="text"/>	
Current Local Address: <input style="width: 95%; height: 30px;" type="text"/>	Phone: (<input style="width: 40px;" type="text"/>) <input style="width: 150px;" type="text"/> Fax: (<input style="width: 40px;" type="text"/>) <input style="width: 150px;" type="text"/>
If the above address has been for less than six months, please provide the prior local address: <input style="width: 95%; height: 30px;" type="text"/>	
Length of time at this address: <input style="width: 150px;" type="text"/>	
Home Office Address: <input style="width: 95%; height: 30px;" type="text"/>	Phone: (<input style="width: 40px;" type="text"/>) <input style="width: 150px;" type="text"/> Fax: (<input style="width: 40px;" type="text"/>) <input style="width: 150px;" type="text"/>

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Responsible Vendor Review Form

A contract can only be awarded to a “responsible vendor”. A responsible vendor has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

To assist in making this determination, Vendors responding to this Solicitation are required to fully and accurately answer each of the questions below. For each “Yes” answer to questions 1.1 through 1.8, Vendor must provide a detailed explanation and attach copies of any relevant document cited in the explanation. Answering “Yes” to questions 1.1 through 1.8 will not necessarily disqualify a Vendor from participating in this Solicitation. However, failure to provide additional information as requested by the City of Tallahassee may disqualify a Vendor.

The City of Tallahassee (COT) will base its determination of a Vendor’s responsibility on: (a) information provided by Vendor in response to this form; (b) information provided elsewhere in a Vendor’s response to the Solicitation (including financial information) and (c) information obtained from independent research (including information COT obtains from the internet or third parties, including System for Award Management (SAM)).

Vendors shall provide immediate written notice to COT if any time prior to contract execution, a Vendor learns that the information provided in connection with this form was erroneous when submitted or has become erroneous for reason of changed circumstances. Vendor must contact the Procurement Officer with any questions regarding this form.

1.0 Within the last ten (10) years, in the State of Florida or any State or Federal jurisdiction has the Vendor or any of its officers, directors or owner:

1.1	Been, subject to a revocation, suspension, disbarment, administrative complaint, sanction, fine, adverse action, or disciplinary action relating to any business or professional permit, certification, and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.2	Been suspended, debarred, or disqualified from any government contracting process or agreed to voluntary exclusion from any government procurement process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.3	Been subject to formal monitoring agreement or corrective action plan as part of a contract with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4	Been subject to an indictment, administrative proceeding, civil action or judgment in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5	Had a government contract terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Responsible Vendor Review Form

1.6	Been convicted of a crime related to governmental or nongovernmental contracting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.7	Been subject to governmental investigation relating to alleged violation of any statutory regulatory violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.8	Had a judgement entered in a civil lawsuit based on an allegation of fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.0	Does the vendor have the necessary organization, experience, accounting and operational controls, and professional and technical skills to meet its obligations under the proposed contract with COT, taking into consideration all existing commercial and governmental business commitments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.0	General Information Do you have an active State Term Contract (STC) or General Administrative Services (GSA) Contract similar to the scope of services for this solicitation. If yes, provide an attachment with links to the contract(s)	<input type="checkbox"/> STC <input type="checkbox"/> GSA <input type="checkbox"/> Not Applicable

By my signature below, I certify that I am an authorized representative of the Vendor named below and that all of the information provided above is true and complete to the best of my knowledge.

Name and Title

Vendor Name

Signature

Date

Vendor Conflict of Interest

(insert solicitation name and number)

Vendors are responsible for disclosing a current or reasonably foreseeable conflict of interest involving the City of Tallahassee. The City of Tallahassee seeks to avoid, neutralize or mitigate significant potential or actual organizational conflicts of interest. Respond to each of the six statements in the boxes below. Answering "Yes" will not necessarily disqualify a Vendor.

Select "Yes" if a potential conflict of interests exist or if you are uncertain whether a particular circumstance constitutes a potential conflict of interest. If 'Yes' is selected, you must provide an explanation on a separate document and attach to this form.

Select "No" if a potential conflict of interest does not exist.

Select "None known" only if (a) it is unduly burdensome to discover the correct response for reasons such as your workforce is so large that it is unreasonable to ascertain whether any potential conflict of interest exists and (b) you in fact do not have knowledge of any potential conflict of interest. If None Known is selected, provide an explanation on a separate document and attach to this form. The explanation must describe why it is unduly burdensome to answer Yes or No.

Yes	No	None Known	Potential Conflict of Interest
			1. Employment by Vendor of a current City of Tallahassee employee or public official, or their family.
			2. Employment by Vendor of a former City of Tallahassee public official, manager, department director.
			3. Direct or indirect ownership of material personal financial interest in Vendor by a City of Tallahassee employee, public official or their family.
			4. A past, present, or foreseeable payment or provision of anything of value by Vendor to a City of Tallahassee employee, public official or their family that could reasonably appear to influence the employee's or public official's actions or judgement.
			5. An unfair competitive advantage existing in favor of Vendor with regard to a City of Tallahassee contract for which Vendor is competing. An unfair competitive advantage exists when the vendor competing for award of a contract obtained either (i) access to information that is not available to the public and which would assist the vendor in obtaining the contract or (ii) source selection information that is

Vendor Conflict of Interest

(insert solicitation name and number)

			relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.
			6. Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to Citizens and the activities of the affiliate, subsidiary, or ongoing business relationship.

DEFINITIONS:

Authorized Representative means representative of the vendor with knowledge of vendor's operations and personnel sufficient to in good faith provide potential conflict of interest information on behalf of the vendor as detailed above.

Relative means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, cousin, niece, nephew and step-children.

Material Personal Financial Interest in a vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a vendor constitutes a material personal financial interest in such vendor.

SIGNATURE: By my signature below, I certify that I am an Authorized Representative of the Vendor named below, and that all of the information provided above is true and complete to the best of my knowledge:

Print Vendor Name

Print Position Title

Print Your Name

Email Address and Phone Number

Signature and Date



Vendor Notice – August 6, 2021

Vendor/Supplier COVID 19 Protocol Update

In April 2021 the City discontinued the COVID temperature screenings and questions. However, the following COVID 19 protocols remain in place:

- Contractors or subcontractors, regardless of vaccination status, shall wear a face covering/mask, continue to practice social distancing where possible while visiting or working on city property.
- Purchasing agents will have face mask available for vendors that attend any in person pre-bid meetings or site visits.

Your cooperation and understanding are greatly appreciated as the City continues to fight the spread of COVID-19.

ATTACHMENT 1

REFERENCES

Respondent should submit five (5) clients to whom the Respondent has provided services within the last 5 - 10 years.

Description of Work – i.e. Length of Contract Period (Start and End Dates), and Type of Work Performed.	Contact name, title, phone number, address and email address.

Question and Answers for Bid #RFP-096-21-KM - New Municipal Vehicles, Cars, Vans, SUVs, & Light Trucks with related equipment

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Sep 10, 2021 12:00:00 PM EDT