

CS-12-190

Contract Tracking No. CM1884

**PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 4.3**

Piggyback Contract Information

Contract Name/Description: **Light & Medium Duty Vehicles & Equipment**

Lead Contracting Agency: City of Tallahassee

Contract No.: **2518**

Vendor/Awardee: **Davidson Ford LTD dba Mike Davidson Ford**

Award/Contract Date: **November 7, 2011**

Term: **Five Year Term commencing 11/7/2011 and ending 11/6/2016**

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "County" and the Vendor, referenced above.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency entered into an agreement, hereinafter referred to as "Piggyback Agreement", with Vendor to provide goods and services; and

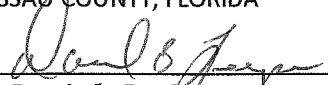
WHEREAS, the Nassau County Purchasing Policy, Ordinance 2009-09, allows piggybacking for the same commodity or service; and

WHEREAS, the parties desire to contract with Vendor under the terms of the Piggyback Agreement;


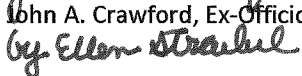
NOW, THEREFORE, the parties agree as follows:

1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.
2. Notwithstanding any other provision of the piggyback contract to the contrary:
 - a. The term of this agreement shall be five (5) years beginning November 7, 2011 and ending November 6, 2016. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties. During which term total purchases may/shall not exceed \$50,000.00 unless approved by the Nassau County Board of County Commissioners.

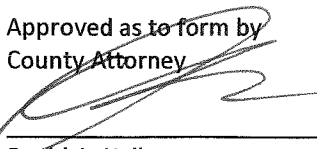
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


By: Daniel B. Keeper
Its: Chair (or designee)

ATTEST TO CHAIR'S SIGNATURE (if applicable)

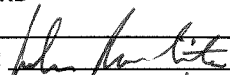

John A. Crawford, Ex-Officio Clerk


Approved as to form by
County Attorney


David A. Hallman

MES
05.15.13

DAVIDSON FORD LTD, dba MIKE DAVIDSON
FORD

By: 
Its: Commercial Sales Manager
Address: 9650 Atlantic Boulevard
Jacksonville, FL 32225

CONTRACT

No. 2518

THIS CONTRACT is executed this 7th day of November 2011 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **DAVIDSON FORD LTD, dba MIKE DAVIDSON FORD**, hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0020-11-KR-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for light duty vehicles, including associated accessories or equipment; and,

WHEREAS, on March 22, 2011, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if in the City's opinion it is in their best interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 Purchase of Vehicles.

1.1 Contractor shall provide such light duty vehicles, including associated accessories or equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicles shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install associated accessories or equipment or shall cause the manufacturer of associated accessories or equipment to install or mount the same.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") may schedule the following meetings with respect to each order received from the City.

- (i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.
- (ii) A second meeting, if required by the City, will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.
- (iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle, including all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The contractor shall be responsible for all accessories and equipment installed or provided by the Contractor or the manufacturer under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to particular Vehicles. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made;
- (ii) Changes, if any, in the time for delivery of each completed Vehicle; and,

- (iii) Changes in the price of each completed vehicle and associated accessories or equipment.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to FMD facilities on the next business day from placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

- (i) for the current model year, the initial prices as set forth in the Proposal; or
- (ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer, but the City reserves the right to purchase

from any other manufacturer/dealer at its option if in the opinion of the City the manufacturer raised prices above industrial standards.

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories, equipment or components such as bodies. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories, including OEM parts, at Contractor's cost plus 10%. The City shall also pay applicable freight charges. The City shall also pay applicable freight charges. The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. Not later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other governmental customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of this Contract, the City will either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with any returned parts.

4.3 Payment.

- 4.3.1 Vehicle prices shall be F.O.B. FMD facilities.
- 4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.
- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver, all Vehicles in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery of each Vehicle is of the essence of this Contract, that the City will suffer damages in the event of a failure to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Vehicle ordered by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event that there is an adjustment to the delivery schedule the City will be notified in writing.
- 5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle, including associated accessories or equipment installed by the Contractor, prior to delivery and shall demonstrate, to the satisfaction of the City, that each delivered Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, and all representations of the manufacture. The delivery schedules shall be agreed upon at the first pre-construction meeting, but is subject to change and the City will be notified as of why the adjustment is necessary. If the change is not agreeable to the City, it can cancel the order without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.
- 5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within seven (7) days following delivery, the City shall notify the Contractor, in writing, or by verifiable email of either its final acceptance of each Vehicle or the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its

receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

- 5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:
- (i) one (1) copy of the associated technical and service manuals, per model; DVD preferred; and
 - (ii) a copy of the manufacturer's preventive maintenance schedule; and,
 - (iii) the manufacturer's statement of origin, title application, and all warranty documents.
- 5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. 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.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle, associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the

same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, 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 Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

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

- (i) Premise/Operations
- (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- (iii) Products/Completed Operations
- (iv) Contractual
- (v) Independent Contractors
- (vi) Broad Form Property Damage
- (vii) Personal Injury

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

- (i) Owned/Leased Autos
- (ii) Non-owned Autos

(iii) Hired Autos

- (c) *Workers' Compensation and Employers/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

- (a) *Commercial General Liability and Automobile Liability Coverage*
- (i) City, 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 Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (ii). The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (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.
- (b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, 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 Contract.

(c) *All Coverage*

- (i) Each insurance policy required by this Article 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 City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that 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 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.

7.1.3 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. *Acceptability of Insurers*

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

7.1.5. *Verification of Coverage*

Contractor shall furnish 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. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

- 8.1 In addition to other such rights set forth in this Agreement, the City or the Contractor can terminate this Contract if the other party fails to comply with any of the terms or conditions of this Contract or defaults in performance of any of its obligations under this Contract and fails, within thirty (30) calendar days after written notice from the non-defaulting party, to correct such default or noncompliance.
- 8.2 Provided there are no pending orders for Vehicles that have not been either accepted or rejected by the City, the City or the Contractor may, by written notice to the other party, terminate this Contract. In the event of such termination, the City shall pay the Contractor for all Vehicles accepted by the City as of the effective date of the termination.

SECTION 9.0 WARRANTY AND MAINTENANCE.

- 9.1 Each Vehicle shall be warranted as set forth in the Proposal and the individual warranty documents delivered with each Vehicle.
- 9.2 Through the manufacturer, the Contractor will make available to the City, at any time during the first twelve months after each Vehicle has been placed into service, the option to purchase an extended warranty for such Vehicle at the Contractor's cost of such warranty from the manufacturer.
- 9.3 The Contractor shall provide training as provided in the Proposal. Although the City will have the capability and expertise to repair each Vehicle under warranty, the City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully-loaded costs for personnel performing such work and all required parts and materials. At the request of the Contractor, the City will provide documentation of such costs.
- 9.4 The Contractor, at the option of the City, will place at least one equipment technician, provided by the Contractor, at FMD facilities. The technician will be approved by the City's Superintendent, Fleet Management ("Superintendent"). This technician shall facilitate and expedite both warranty-related work, provided the

manufacturer authorizes the Contractor to perform of such work at FMD facilities, and general repairs, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-Warranty repairs performed by the Contractor's technician at the City's direction will be billed to the City at the Contractor's actual cost plus 20%; provided, however, that at no time shall that total cost exceed \$57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows: (Email notification is OK)

Mike Davidson Ford
9650 Atlantic Blvd.
Jacksonville, Fl. 32225
Attn: John Rossodivito

and to the City as follows:

City of Tallahassee
Fleet Management Division

400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2 (a), Florida Statutes, 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.287.010 for CATEGORY TWO 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.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without

regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will 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".

- 10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms shall not include Section 4.2, Section 9.2, or Section 9.4. Should any such entity purchase a Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of \$75.00 per Vehicle. If such credit is not used within 6 months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.
- 10.11 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.12 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties. Should any provision of this Agreement directly conflict with a provision of the RFP or the Proposal, the provision of this Agreement shall control.
- 10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

CITY OF TALLAHASSEE

Attest:

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

By: Bernice C. Mydeen for
Cathy Davis
Manager for Procurement Services

Approved as to form:

By: R. Hurling for
City Attorney

[Signature]
Witness as to the Contractor

**DAVIDSON FORD LTD., dba
MIKE DAVIDSON FORD**

By: [Signature]
Whitman T. Burchinal
(Type or print name and title of signatory)

[Signature]
Witness as to the Contractor