

11. Miscellaneous: 'Cooperative Purchase', Retrofitting Crisis Negotiation Team Van (Houston-Galveston Area Council (H-GAC) contract) – Police Department (Emergency Vehicle Inc. (EVI) - \$126,441).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police

DATE: May 16, 2024

RE: Miscellaneous: Cooperative Purchase using Houston-Galveston Area Council (H-GAC) Contract FS12-23 with Emergency Vehicles Inc for the retrofitting of the Crisis Negotiation Unit Van (\$126,441)

SUMMARY:

The City of Palm Bay currently utilizes cooperative agreements to purchase technology services and products for various Departments to include the Police Department. In FY23, the Police Department was awarded funding for the acquisition of a Crisis Negotiations Team (CNT) van which would be the agency's first standalone response vehicle for the Crisis Negotiations Team. The 2023 Ford 350 van has been delivered and now requires retrofitting with public safety equipment for specialized usage and deployment during critical events. This equipment will provide vital resources to members of the Crisis Negotiation Team as well as a dedicated quiet space during incidents. Funding totaling \$126,441 is available in capital and operating accounts associated with Project# 23PD01 to cover the estimated expenditure of \$126,441.

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by non-participation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or in excess

of \$100,000 shall go to the City Council for approval.

Staff is requesting to utilize the H-GAC Contract# FS12-23 with Emergency Vehicles Inc (EVI) out of Lee Park, Florida, for the installation and retrofitting of the Crisis Negotiations Team Van estimated at \$126,441.

REQUESTING DEPARTMENTS:

Police

Procurement

FISCAL IMPACT:

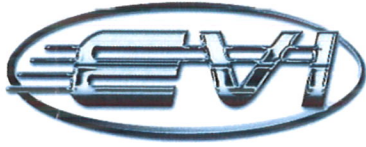
Project #23PD01 has the funding available in the amount of \$126,441 allocated to #001-5011-521-6403 for this expenditure.

STAFF RECOMMENDATION:

Motion to approve the utilization of the Houston-Galveston Area Council (H-GAC) Contract # FS12-23, to include amendments, renewals, re-solicitations, and replacement contract if it expires, and only if funds are appropriated by Council, with Emergency Vehicle Inc (EVI) for the retrofitting of the Crisis Negotiation Team Van.

ATTACHMENT:

1. Quote- Formal Proposal



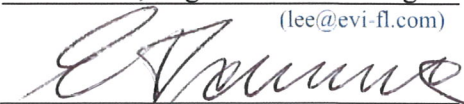
Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971!

Team Approach | Value Engineering

Proposal

To: _____
Palm Bay Police Department
130 Malabar Road
Palm Bay, Florida 32907

Date: April 24, 2024
Quote No.: PALMBAYPD-0001
Submitted By: Lec Potter, Regional Sales Manager
(lee@evi-fl.com)
Authorized By: 

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within the timeframe specified below.

Qty.	Description	Unit Price	Extension
1	EVI Hostage Negotiations Conversion / Customer Furnished Ford Transit	\$ 126,441.00	\$ 126,441.00
	H-GAC Contract No. FS12-23		
Sub-Total		\$ 126,441.00	\$ 126,441.00
		Taxes	.00
		TOTAL	\$ 126,441.00

F.O.B. LAKE PARK, FLORIDA

Price valid until June 23, 2024

Terms of Payment: Payable upon pick-up and acceptance.

Optional Discount with Prepayment

Option #	Prepay Percentage	Amount	Savings	New Cost (Excluding Taxes)
1	50%	\$ 63,221.00	\$ 1,897.00	\$ 124,544.00
2	75%	\$ 94,831.00	\$ 2,845.00	\$ 123,596.00
3	90%	\$ 113,797.00	\$ 3,414.00	\$ 123,027.00
4	100%	\$ 122,648.00	\$ 3,793.00	\$ 122,648.00

*Savings are based on receiving pre-payment with contract/purchase order.
If a performance bond is required add \$11.00 per thousand.*

TERMS AND CONDITIONS

- Late Payment Charges: 18% APR or maximum legal finance charge starts 30 days from date of completion.
- Certificate of Origin (if applicable) will be issued upon receipt of payment in full.

DELIVERY SCHEDULE: Your Hostage Negotiations Unit shall be completed in approximately 60 to 80 working days. Production will be scheduled upon receipt of chassis and/or timely receipt of approved construction drawings at the Company's factory location in Palm Beach County, Florida.

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT / PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF / SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable state laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as; transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.