

**CITY OF CAPE CORAL
REQUEST FOR SOLE SOURCE OR SINGLE SOURCE PURCHASE**

Requesting Department: Public Works - ERD

Vendor Name: Mantech Inc

Address: 22676 Island Pines Way, Unit 243, Fort Myers Beach, FL 33931

Phone: 1-866-763-2122 E-Mail: jbuch@mantech-inc.com

Price: \$30,000

Description of item to be procured:

Repair parts and labor for the Mantech BOD Machine and PC Titrator. Consumables parts (probes, tubing, sensor caps, etc.) for automated machines and annual preventative maintenance. The ERD Lab recommends having additional funds available in case of unforeseen events such as part or machine failure where repair of the machine or replacement of parts becomes necessary.

1.) Uniqueness of vendor's item/service. How is this vendor the only vendor uniquely qualified to provide the product or service:

The company of Mantech Inc. offers a Biochemical Oxygen Demand (BOD) and Potentiometric titration analyzer we use to analyze our canal water in the city per our permit requirement. They are the only company who services, supplies parts and owns the rights to these two pieces of equipment.

2.) Market Research. Describe other, similar sources or products available in the market, if any, and why they are not acceptable:

There are other companies that offer products and perform maintenance for the BOD and PC titrator analyzers, but only when the equipment is bought from them. The equipment can only be repaired and maintained by Mantech Inc., because of proprietary rights and the confidence that the analyzer is functioning properly. Please see attached email correspondences.

2.) Proposed Actions. Describe the actions the department will take to overcome the present barriers to competition for any future acquisition of this product or service:

When time to upgrade equipment, other companies may be an option. As for right now, it is not possible to have another company repair and service proprietary equipment.

Department Director's Signature: *URS Damon Grant*

Date: 3/14/24

Approval: Procurement Manager *Wanda Ross* (not to exceed \$50,000.00) Date: 3/22/2024

Approval: City Manager _____ (not to exceed \$100,000.00) Date: _____

Council authorization required if exceeding \$100,000.00

Revised 1/6/2020- Per Ordinance #52-19, Article VII: Purchase and Sale of Real and Personal Property. Adopted 12/02/2019



SERVICE AGREEMENT

On-Site PM Service

MANTECH (USA) Inc.
22676 Island Pines Way
Unit 243
Fort Myers Beach, FL 33931
ph: 519-763-4245
www.mantech-inc.com

Agreement Reference #: 662

Agreement Type: Preventative Maintenance Extended Warranty

Date Quoted: 06-Mar-24
Quote valid for 30 days.

Company: City of Cape Coral Environmental Resources
815 Nicolas
Address: Parkway East
City: Cape Coral State: FL
Zip Code: _____
Country: United States
Contact Name: Lindsey Arnaud
Contact Phone: 2392423217
Contact Email: larnaud@capecoral.gov

Customer Purchase Order #: _____
Payment Terms: Net 30
Payment Method: To Be Determined
Effective Date: 2024-06-01
Expiry Date: 2025-05-31
years included in contract: 1
on site PM visits per year: 1

Agreement Details:	MANTECH will perform annual Preventative Maintenance for the MANTECH System(s) specified in the agreement, containing the modules listed. This agreement will include: - Preventative Maintenance Service performed On-site (visit includes labor, travel, and expenses) - PM parts packages for the system modules as listed below, offered at 5% discount with the purchase of the PM Agreement - Additional serviceable parts at a preferential 15% discount - Emergency visits, in-house service, loaner modules or remote service (ex. Re-installation of software) at a preferential 15% discount - Free Telephone and Web-based Technical Support
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Pricing Summary: See additional pages for breakdown of pricing for each system.

System #	System description	# Visits/year	Service Description	Price
1	PBM-BOD/AM403-10	1	Service Agreement and PM Parts	\$ 3,989.00
2	PCM-AM73-123	1	Service Agreement and PM Parts	\$ 6,613.05

THIS IS NOT AN INVOICE ALL PRICES IN USD PART NUMBERS SUBJECT TO CHANGE	Total Parts and Labour Charges	\$ 10,602.05
	ESTIMATED Shipping Charges	\$ 150.00
	Total Charges for this Agreement	\$ 10,752.05

Accepted (Customer)	
(Signature of Authorized Official and Date)	
Name & Title	PLEASE PRINT

Accepted (MANTECH (USA) Inc.)	
(Signature of Authorized Official and Date)	
Name & Title	PLEASE PRINT

APPROVED AS TO FORM:
By: [Signature]
City Attorney's Office
Date: 3/21/2024

1. SERVICES TO BE RENDERED**a. Preventive Maintenance Visit(s)**

A MANTECH authorized service representative will be available for the number of preventive maintenance visits indicated herein during the normal period of 8:00 am to 4:30p.m. local time, Monday to Friday of each week, holidays excluded. MANTECH shall perform such preventive maintenance service as may be appropriate and shall make such adjustments and repairs and replace (or recommend the repair and/or replacement of as this is not included) such parts as may be necessary to put the equipment in good working order. Immediately following each preventive maintenance visit, the MANTECH service representative will provide a written report to the customer. MANTECH obligation hereunder shall relate equipment malfunctions other than those resulting from: (1) wear and tear due to non-performance of routine operator maintenance and cleaning; (2) externally caused damage to any item of equipment, including, but not limited to those causes listed in section 2 below; (3) faulty supplies not furnished by MANTECH; (4) negligence of customer's operators.

b. Additional Service/Technical Support

Between preventive maintenance visits, if customer requires assistance regarding MANTECH procedures, supplies or mechanical /electronic difficulties, customer may secure such assistance by visiting our service web page and completing the Service request form, telephoning MANTECH at 519-763-4245 or emailing service@mantech-inc.com. At the discretion of MANTECH, a Service plan will be carried out promptly to meet the customers needs. MANTECH will initially offer telephone and/or remote assistance at no additional charge with the purchase of this agreement. If resolution cannot be reached, additional service options will be offered at a discounted rate per this agreement. Additional Service may include, replacement part(s) to be installed by the customer, module repair at MANTECH's facility, offer of loaned equipment provided the model is available and/or additional service visit at the customer's site. In lieu of servicing faulty equipment, MANTECH may also offer a refurbished unit (same age or newer) in exchange for the faulty module, provided the model is available. Where applicable, the customer will be responsible to return any parts or equipment promptly.

Emergency Calls not included in the Agreement: Customer agrees to pay MANTECH for any emergency service in excess of the specified number of emergency visits. The charge will include a discounted labour rate (less 15% from normal rate) plus travel expenses where appropriate. Not applicable with extended warranty agreements.

2. REPLACEMENT PARTS

The customer may be obligated to return all defective components to MANTECH upon receipt of replacement parts under this agreement. If customer does not return them within 30 days after the replacement parts are shipped, the customer may be required to pay MANTECH the list price of these components. Service parts do not include consumable or expendable parts. No parts will be supplied under this agreement to be held in inventory by the customer for future need or service, or as replacement parts for use in systems damaged through:

- accident, neglect, misuse
- unfavourable environmental conditions
- electrical current fluctuations
- acts of God
- service-type work performed by non-MANTECH representative
- customer modifications

3. WARRANTY

Other than obligations set forth herein, MANTECH disclaims all warranties, express or implied, including any implied warranties of fitness for use, or fitness for a particular purpose.

4. LIMITATION OF REMEDY

In the event of any breach of warranty, non-performance or negligence, MANTECH liability shall be limited (i) in the case of the purchased equipment, to repairing or replacing (with a new component or one equivalent to new in performance) any component which MANTECH finds to be defective in material or workmanship, at MANTECH option either at buyer's installation site or at a MANTECH facility designated by MANTECH (shipment to such facility to be at MANTECH's expense if MANTECH finds the component to be defective in material or workmanship); (ii) in the case of labour at MANTECH election, to correcting any workmanship which MANTECH finds to have been defective or refunding to the buyer the labour repair charges paid to MANTECH in respect of such labour calculated on a pro-rata basis. MANTECH shall have no liability for any incidental or consequential damages resulting from breach of warranty, from the breach or non-performance of any term or condition hereof, or from MANTECH actual or imputed negligence.

5. CUSTOMER'S OBLIGATIONS

The customer agrees that its operators will (a) be trained in the operation and maintenance of the equipment, (b) comply with the provisions of the equipment operations manuals in operating and maintaining the equipment, (c) cooperate with MANTECH in correcting malfunctions and (d) make the equipment readily accessible to the MANTECH service representative on preventive maintenance and emergency visits.

If the customer does not pay all charges for this agreement promptly when due, MANTECH may (a) refuse to service the equipment or (b) supply service on a C.O.D. "per call" basis at published rates.

6. MODIFICATION OR ADD-ON EQUIPMENT

MANTECH has no obligation to perform service on any non-MANTECH equipment or with respect to modification or alteration of the equipment.

7. MISCELLANEOUS

This entire agreement is strictly between the customer and MANTECH and may not be modified except in writing signed by duly authorized officers of the customer and MANTECH. MANTECH may utilize third party service organization to service portions of the equipment covered under this agreement. MANTECH reserves the right to inspect any instrument prior to granting an agreement and may require that an instrument be returned to proper operating condition at the customer's expense before being accepted under this agreement.

WARRANTY STATEMENT

MANTECH instruments are warranted for a period of one year (unless otherwise specified) from the date of shipment. This warranty covers defects in material and workmanship (parts and labour), under normal installation, use and maintenance, within the region of installation, as described in the operator's instructions. Please refer to the user's manual. This warranty does not cover Computer products, YSI branded products, PRO Scientific Homogenizers, non-MANTECH branded electrodes/probes, parts, consumables, expendable items or items with physical damage. Warranty/service for items not covered are to be handled direct by the endusers through the manufacturer or the local distributor.



MANTECH-INC.COM

March 12, 2024

To Whom it May Concern:

Subject: Sole Source Representation in the USA for MANTECH Products and Services

MANTECH (USA) Inc. is the sole provider of the MANTECH product line in the USA. The product line includes MT-series Automated Environmental Analyzers, Automated BOD Analyzers, and the PeCOD® Analyzer. Many components of MANTECH systems are custom designed and manufactured specifically for our systems.

MANTECH Plastic racks for 18-300mL standard glass flared neck BOD bottles used with AM300 and AM400 series AutoMax Samplers, and Benchtop BOD Analyzers are examples of custom accessories. These must be used to ensure the proper functionality of the system as the autosampler is designed and the software is written specifically for MANTECH racks only.

No other representative in the USA can sell products, provide repair/replacement parts, maintenance, repair/replacement services, field services, and technical support for MANTECH MT-Series, BOD and PeCOD Products, Consumables, and Accessories.

If you have any questions, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert V. Menegotto".

Robert V. Menegotto
President and CEO
519-763-4245 x247
rmenegotto@mantech-inc.com

OPTIMIZE YOUR RESULTS. PROTECT OUR ENVIRONMENT.

MEMORANDUM

CITY OF CAPE CORAL
PUBLIC WORKS DEPARTMENT

TO: Wanda Roop, Procurement Manager

FROM: Damon Grant, Interim Public Works Director *DG*
Maya Robert, Environmental Resources Manager *MR*

DATE: March 14, 2024

SUBJECT: Mantech Inc. Sole Source

Background

The Environmental Resources Lab is requesting approval to open a purchase order with a sole source vendor Mantech Inc (see attached letter). The quote is for \$10,752.05. We want to open the PO with an additional \$200 to cover any incidental shipping expense, as the quote only provides an estimated shipping cost. The total amount we wish to open this PO for is \$10,952.05. The PO will be used to purchase a package that includes:

- Preventive Maintenance (PM) for two pieces of equipment, the Biological Oxygen Demand (BOD) machine and the pH/turbidity/alkalinity PC Titrator
- Parts to troubleshoot and repair as needed during the Vendor's on-site visit
- Consumables that are to be replaced annually
- Freight of consumables

We have had 2 pieces of equipment: a BOD Machine and a PC Titrator with Mantech for over ten years. The BOD Machine and PC Titrator were just upgraded in 2022 and are expected to last 3 to 5 or more years.

Recommendation

Both machines perform essential measurements for the City's Surface Water and Reclaimed Water, as required by the FL Department of Environmental Protection.

The ERD Lab recommends opening the PO for \$10,952.05 including freight.

Fund Availability

The funds for this purchase order will be taken from 440-30408-546102-30-75-538030-000-000 *APS*
(Equipment Repair & Maintenance)

DG/MR:la (Mantech Inc. Sole Source)
Attachment: Sole Source Vendor Letter



Local Business Tax Receipt

MANTECH (USA) INC.
MANTECH (USA) INC.
22676 ISLAND PINES WAY
UNIT 243
FORT MYERS BEACH, FL 33931

Dear Business Owner:

Your 2023 - 2024 Lee County Local Business Tax Receipt is attached below for account number / receipt number: 1083595 / 2302898

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2023-2024 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1083595
Receipt Number: 2302898
State License Number:

Location:
22676 ISLAND PINES WAY
UNIT 243
FORT MYERS BEACH, FL 33931

MANTECH (USA) INC.
ROBERTO & AMALJA MENEGOTTO
22676 ISLAND PINES WAY
UNIT 243
FORT MYERS BEACH, FL 33931

Account Expires: September 30, 2024

May engage in the business of:
ADMINISTRATIVE OR BUSINESS OFFICE ONLY
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:	
PAID INT-00-01400426	08/09/2023
	\$ 50.00

Milagros (Millie) Rosario

From: Alicia Pearce Smith
Sent: Thursday, March 21, 2024 1:20 PM
To: Milagros (Millie) Rosario
Cc: Lisa Vislocky; Lindsey Arnaud
Subject: Re: Sole Source Request - Mantech

Millie,

The sole source form was completed with a larger dollar value than the requisition will be entered for initially. The additional funds listed on the sole source form are for in case something should happen and we need additional parts and/or service for fiscal year 24.



Alicia Pearce Smith, Business Manager

PUBLIC WORKS
1015 Cultural Park Boulevard Cape Coral, Florida 33990
Tel: 4592 (574-0592)
apearce@capecoral.gov

From: Milagros (Millie) Rosario <mrosario@capecoral.gov>
Sent: Thursday, March 21, 2024 12:10 PM
To: Alicia Pearce Smith <apearce@capecoral.gov>
Cc: Lisa Vislocky <lvislock@capecoral.gov>; Lindsey Arnaud <larnaud@capecoral.gov>
Subject: RE: Sole Source Request - Mantech

Wanda would like to know why the request is for \$30,000 when last FY it was \$10,000.



Milagros (Millie) Rosario, Senior Buyer

FINANCIAL SERVICES DEPARTMENT
1015 Cultural Park Boulevard Cape Coral, Florida 33990
Tel: 239-242-3667
mrosario@capecoral.gov

From: Alicia Pearce Smith <apearce@capecoral.gov>
Sent: Tuesday, March 19, 2024 2:01 PM
To: Milagros (Millie) Rosario <mrosario@capecoral.gov>
Cc: Lisa Vislocky <lvislock@capecoral.gov>; Lindsey Arnaud <larnaud@capecoral.gov>
Subject: Sole Source Request - Mantech

Hi Millie,

I know Wanda must approve these before we enter them into Tyler for a PO.

Please forward the signed docs when ready. Thank you !!



Alicia Pearce Smith, Business Manager

PUBLIC WORKS
1015 Cultural Park Boulevard Cape Coral, Florida 33990
Tel: 4592 (574-0592)
apearce@capecoral.gov