

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

Requesting Department: Public Works - Fleet Services

Vendor Name: South Florida Emergency Vehicles, LLC

Address: 4655 Cummins Ct., Ft. Myers, FL 33905

Phone: 239-267-5300 E-Mail: service@sflev.com

Price: \$ 99,000 (Approved 10/26/2023) + \$200,000 = \$299,000

Account: 516-30511-534120-30 (Outside Services) Fund: Fleet ISF

Description of item to be procured:

Repairs, maintenance, parts and inspections of Sutphen Fire Apparatus

1.) Uniqueness of vendor's item/service.

This vendor is the only authorized distribution source for providing Sutphen Fire Apparatus, authentic replacement parts, and performing warranty work on Sutphen Fire Trucks in the State of Florida.

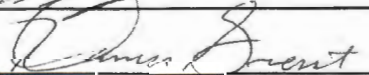
2.) Market Research. Describe other, similar sources or products available in the market, if any, and why they are not acceptable:

Fleet Management confirmed that South Florida Emergency is the only authorized dealer repair/facility in the State of Florida.

3.) 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:

Fleet Management will continue to research vendors who are authorized to repair Sutphen branded fire equipment in Florida.

Fleet Manager's Signature:  Date: 3/26/2024

Interim Public Works Deputy Director's Signature:  Date: 3/26/24

Approval: Procurement Manager  (not to exceed \$50,000.00) Date: 4/22/24

Approval: City Manager  (not to exceed \$100,000.00) Date: 4/22/24

Council authorization required if exceeding \$100,000.00



**SOUTH FLORIDA
EMERGENCY VEHICLES**

Exhibit A – 04-2024

April 3, 2024

City of Cape Coral
Fleet Repairs Operations
P. O. Box 150027
Cape Coral, FL 33915-0027

With respect to a proposed FY2024 South Florida Emergency Vehicles Service and Parts Agreement open PO with the City of Cape Coral, the following labor rates will apply. Parts prices will continue to be the same as set forth in the current agreement which is a discount of five percent (5%) off of list price, not to include shipping and freight. Any changes in parts cost will occur with prior notifications to the City of Cape Coral. Please Contact Don Young, Service Manager, with any questions or concerns.

Labor Rate:	\$ 165.00 per Hour
Over Time Labor Rate:	\$ 247.50 per Hour
Holiday Labor Rate:	\$ 330.00 per Hour
Travel Rate	\$ 165.00 per hour plus fuel surcharge if applicable

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Stonitsch', is written over the word 'Sincerely'.

David Stonitsch
President

4655 Cummins Ct., Fort Myers, FL 33905
239-267-5300



**FAMILY OWNED
SINCE 1890**

March 26th, 2024

City of Cape Coral
Fleet Management
Attn: Gary Manning
2505 SE 17th Avenue
Cape Coral, FL 3904

RE: Factory Authorized Parts and Service in Florida

Dear Cape Coral Fire Department,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing Sutphen Fire Apparatus, authentic replacement parts, and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact for the State.

If you have any questions or concerns, please let me know.

Best Regards,

Zach Rudy
Director of Sales and Marketing

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

**CITY OF CAPE CORAL
CONTRACT #SSPW2488MR
REPAIR SERVICES FOR FIRE EMERGENCY EQUIPMENT**

THIS CONTRACT is made this 22nd day of April, 2024
by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and
SOUTH FLORIDA EMERGENCY VEHICLES, LLC., located at 4655 Cummins Court, Fort
Myers, FL 33905, hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in **consideration of the payments** and agreements mentioned
hereinafter:

1. The CONTRACTOR **will provide** Repair Services for Fire Emergency Equipment in accordance with the Contract Documents.
2. The CONTRACTOR **will furnish** all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The Contract **will commence** within ten (10) calendar days after the receipt of the purchase order and shall continue as needed through September 30, 2024.
4. The CONTRACTOR **agrees** to perform all of the WORK described in the CONTRACT DOCUMENTS for the rates provided in Exhibit "A" during the term of the contract.
5. This Contract **may be terminated** by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
6. The Term "**Contract Documents**" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the City's General Terms and Conditions dated 01/22/2024, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
7. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.

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10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.
12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://www.capecoral.gov/Procurement/ACH%20Authorization%20Form.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

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CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
17. **Insurance:**
Minimum Insurance Requirements: The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.
 - a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

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- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Verification of Coverage:

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The "Certificate Holder" shall read as follows:**

City of Cape Coral
P.O. Box 150027
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."

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Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Project-Specific Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$1,000,000 general aggregate

****Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).***

- **Umbrella/Excess Liability** – A form of excess liability insurance, umbrella policies cover claims exceeding the limits stipulated by the underlying policy's terms, while also providing broader coverage encompassing losses outside of those outlined within the initial policy.

\$1,000,000 per occurrence
\$2,000,000 general aggregate

18. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

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The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

19. **Contract Cancellation:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

20. **Public Records:**

The CITY is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY 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 (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY;

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

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agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. **Safety and OSHA Compliance:**

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **E-Verify Validation:**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system (emphasis mine).

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

PUBLIC AGENCY CONTRACTING

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

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- (c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.
24. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
25. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
26. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.
27. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:
- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or

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2. Is engaged in business operations in Cuba or Syria.

(Remainder of page intentionally left blank.)

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written:

(CITY SEAL)
ATTEST:

Signature: *Kimberly Bruns*
Typed Name: Kimberly Bruns, CMC
Title: City Clerk
Date: 4-23-24

CITY:

City of Cape Coral, Florida

Contracts over \$50K:

Signature: *Lonnie Bruns*
Typed Name: Michael Ilcyszyn
Title: City Manager
Date: 4/22/2024

CITY LEGAL REVIEW:

ML 3-29-2024
Aleksandr Boksner Date
City Attorney

WITNESS CONTRACTOR:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

CONTRACTOR:

Company: South Florida Emergency Vehicles LLC.
Signature: *David Stontsch*
Typed Name: DAVID Stontsch
Title: President
Date: 4-3-24