

CITY OF CAPE CORAL
CONTRACT RPW2313MM
EMERGENCY VEHICLE EQUIPMENT UPFITTING

THIS CONTRACT is made this 30th day of January, 2023 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and LIGHTNING WIRELESS SOLUTIONS, INC., doing business as a corporation located at 5500 Division Drive, Fort Myers, FL 33905, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will provide the purchase and installation of new Emergency Vehicle Equipment Upfitting 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 CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices, labor rates and percentages off of MSRP listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted.
5. The term of the contract to be awarded as a result of this proposal shall be for three years starting from the effective date and may be renewed for two additional, one-year periods upon mutual agreement by the City and the CONTRACTOR. However, the CONTRACTOR has the option to terminate the Contract on a yearly basis by giving written notice of the termination within 120 days prior to the end of each year in the two-year term, including any renewal term. Upon termination, CONTRACTOR shall be paid in full for all outstanding monies due for work performed pursuant to this Contract.
6. This Contract may be terminated by the CITY for its convenience upon thirty (30) 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.
7. The Term "Contract Documents" shall include this Contract, addenda, CONTRACTOR's Proposal except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Proposal Package prepared and issued by the City. 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.
8. **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 eliminated appropriations.

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9. **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.

10. **Public Records**

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.

11. **Assignment:** This agreement 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.

12. **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 agreement and that it has not paid or agreed to pay any person, company, corporation, individual or CONTRACTOR, 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 agreement.

13. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

14. **Administration of Contract:** The Director of Public Works, or his representative, shall administer this agreement for the CITY.

15. **Immigration Affidavit Certification and E-Verify Validation:** As a condition precedent to entering into this AGREEMENT, 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 Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

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The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
 - e. *Subcontracts:* Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
16. **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 to pay for its own reasonable costs and attorney fees.
17. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
18. **Payment Procedures:** 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 unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion 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.

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Invoices submitted without proper documentation, as required by the bid document (Technical Specs, I. Contract Deliverables, #3 Reporting, C) Monthly Summary Report), will result in a deduction of amounts due to vendor. Upon presentation of proper documentation, the City will process payments for any deductions previously taken due to lack of proper documentation, as required by contract.

19. **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.
20. **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.
21. **Insurance:** Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
 - a. **Worker's 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:
 - \$1,000,000 each accident.
 - \$1,000,000 disease limit
 - \$1,000,000 disease – policy limit
 - b. **Commercial General Liability:** Coverage shall apply to premises and/or operations, Independent Contractors and products and/or completed operations, 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
 - c. **Business Auto Policy:** The following automobile liability will be required, and coverage shall apply to all owned vehicles, hired and non-owned vehicles 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
 - CONTRACTOR shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to the CITY. CITY shall be named as an "Additional Insured" under the CONTRACTORS General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
 - Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to the CITY a certificate or certificates of insurance evidencing that such benefits have been provided and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to the CITY and shall also specify the date such benefits and insurance expire.

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CONTRACTOR agrees that such benefits shall be provided, and such insurance carried and maintained until the Work has been completed and accepted by the CITY.

- Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit CONTRACTORS liability under this agreement.
- The City shall be named as "Additional Insured" and the contract number BPW23130MM shall be listed under the comment section.

22. **Immigration Affidavit Certification and 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 Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

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- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

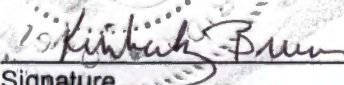
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23. **Safety and OSHA Compliance:** The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.
24. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting public agencies are prohibited from contracting for good or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
25. **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 version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
26. **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.
27. **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.

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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:

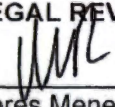
(CITY SEAL)
ATTEST:


Signature

Kimberly Bruns, CMC
Name

City Clerk
Title

CITY LEGAL REVIEW:


For Dolores Menendez Date
City Attorney

CITY:

CITY OF CAPE CORAL, FLORIDA


Signature

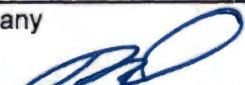
Roberto Hernandez
Name

City Manager
Title

Date 1/30/2023

CONTRACTOR:

LIGHTNING WIRELESS SOLUTIONS, INC
Company


Signature

Michael Segal
Print Name:

President
Title

1/27/2023
Date

EXHIBIT A

ATTACHMENT L MSRP DISCOUNT & LABOR PRICING

Percentages Off MSRP and Labor Pricing

Item #	Description	Unit of Measure	% off List
1	Able-2 Products, www.able2products.com	each	15 %
2	All Fleet Solutions www.allfleetsolutions.com	each	15 %
3	American Aluminum Accessories, www.ezrideronline.com	each	10 %
4	Bid Sky Racks, www.blgskyracks.com	each	15 %
5	Blac-Rac www.blacrac.com	each	10 %
6	BLI International, www.prioritystart.com	each	2 %
7	Brookin Industries, www.brookingindustries.com	each	20 %
8	Brother, Inc. www.brother-usa.com	each	5 %
9	CDWG, www.cdwg.com	each	3 %
10	Code 3 Public Safety Equipment, www.code3pse.com	each	30 %
11	Decked www.decked.com	each	5 %
12	Diamond Back Covers www.diamondbackcovers.com	each	5 %
13	Extendobed www.extendobed.com	each	5 %
14	Federal Signal, www.fedsig.com	each	30 %
15	Gamber-Johnson, www.gamberjohnson.com	each	10 %
16	Go-Rhino, www.gorhino.com	each	15 %
17	Havls, www.havls.com	each	20 %
18	HG2 Emergency Light, hg2lighting.com	each	2 %
19	I-PRO Americas, Inc. www.i-pro.com	each	5 %
20	Insight www.insight.com	each	5 %
21	Jotto Desk Vehicle Mounting Solutions, www.everythingbutlights.com	each	25 %

22	L3 Mobile Vision, vision.com	www.mobile-	each	5	%
23	Laguna 3p,	www.laguana3p.com	each	10	%
24	LUND Products,	www.lundinternational.com	each	2	%
25	Maxxima www.maxxima.com		each	5	%
26	Motorola, www.motorola.com		each	10	%
27	OPS Public Safety www.opspublicsafety.com		each	10	%
28	Pro-Gard Products,	www.progard.com	each	15	%
29	Radiotronics www.Acek9.com		each	2	%
30	RAM Mounts, www.rammount.com		each	2	%
31	Setina Manufacturing,	www.setina.com	each	5	%
32	Sierrawireless, www.sierrawireless.com		each	2	%
33	SpaceKap, www.spacekap.com		each	2	%
34	Stalker, www.stalkerradar.com		each	2	%
35	Star Headlight & Lantern,	www.star1889.com	each	20	%
36	Thunder Struck Bumpers, Inc www.thunderstruckbumpers.com		each	10	%
37	Tremco,	www.tremcopoliceproducts.com	each	5	%
38	Troy Industries,	www.troyproducts.com	each	30	%
39	Truck Office, LLC www.truckoffice.com		each	10	%
40	Truck Vault Secure Storage Solutions,	www.truckvault.com	each	5	%
41	TUFLOC, www.tufloc.com		each	5	%
42	Unity Manufacturing,	www.unityusa.com	each	5	%
43	Watch Guard Digital in Car Video,	www.watchguardvideo.com	each	2	%
44	Whelen,	www.whelen.com	each	30	%

45	911 Circuits www.911circuits.com	each	5 %
Proposer's Catalogs not listed			
46	List related Catalogs offered not listed above (use additional sheet if needed)		
46a	Any Other Manufacturer Not Listed On This Contract	each	2 %
46b		each	%
46c	See Attached Sheet	each	%
46d		each	%
46e		each	%

			Rate
47	Labor Rate to install Items from catalogs	hourly	\$ 90.00

Vehicle Transport One Way From LWS to Cape Fleet \$75.00 Per Vehicle

			Percentage
48	Window tinting with labor for sedans	Cost Plus %	10 %
49	Window tinting with labor for Sports Utility Vehicles	Cost Plus %	10 %
50	Window tinting with labor for Pickup with standard cab	Cost Plus %	10 %
51	Window tinting with labor for Pickup with extended cab	Cost Plus %	10 %
52	Window tinting with labor for Pickup with Crew Cab	Cost Plus %	10 %

			Percentage
53	Paint doors and top of SUV	Cost Plus %	10 %
54	Paint doors and top of sedan	Cost Plus %	10 %
55	Paint doors and top of 2 door truck	Cost Plus %	10 %
56	Paint doors and top of 4 door truck	Cost Plus %	10 %

57	Graphics	Cost Plus %	10 %
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58	Additional Items not specific to any manufacturer	Cost Plus %	15 %
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59	Optional Decommission of Vehicle	each	\$ 675.00
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5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
www.LWSInc.net



LWS
Lightning Wireless Solutions Inc.

Emergency Vehicle Solutions
Radio & GPS System Solutions
Special Event Rental Solutions

Attachment L
ADDITIONAL MSRP DISCOUNT

Percentage Off MSRP

Additional Item #	Description	Unit of Measure	% off List
1	1st in Emergency Products	each	2%
2	AEP (Acari)	each	5%
3	Custom Cages	each	15%
4	Digital Alley	each	2%
5	Ecco	each	15%
6	Eclipse Rackmount	each	5%
7	Go Light	each	20%
8	Kussmaul Electronics	each	10%
9	Santa Cruz Gunlocks	each	20%
10	Streamlight	each	35%
11	The NoCo Company	each	10%
12	Tuffy Security Products	each	2%
13	BrandMotion	each	3%
14	Ventra	each	5%
15	Panorama	each	5%
16	Westin Automotive	each	20%

5500 Division Drive, Fort Myers FL 33905
(239) 481-8700 ♦ Toll Free (888) 492-5543 ♦ Fax (239) 694-3048