

INDICATE

City of Cape Coral
EMERGENCY VEHICLE EQUIPMENT UPFITTING
Contract CON-PW18-10MM

THIS CONTRACT is made this 2nd day of February, 2018 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and LIGHTNING WIRELESS SOLUTIONS, INC., located at 2100 Electronics Ln, Fort Myers, FL 33912, hereinafter called "VENDOR".

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

1. The VENDOR will provide the purchase and installation of new Emergency Vehicle Equipment Upfitting accordance with the Contract Documents.
2. The VENDOR 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 VENDOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed.
4. The VENDOR 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 VENDOR'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 two (2) years starting from the effective date and may be renewed for three (3) additional, one-year periods upon mutual agreement by the City and the Vendor. However, the VENDOR 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, VENDOR 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 VENDOR. In the event of termination, the VENDOR 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, Vendor'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. 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 VENDOR.
9. Disclosure: The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR 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 VENDOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

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10. Administration of Contract: The Public Works Director, or his representative, shall administer this Contract for the CITY.
11. 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, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. Amendments: No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. Payments: CITY shall make payment and VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR shall promptly refund to the CITY the amount of such overpayment.
14. Vendor's Representations: In order to induce CITY to enter into the Contract VENDOR makes the following representations:

VENDOR 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.

VENDOR 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 VENDOR for such purposes.

VENDOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents. VENDOR 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 VENDOR.
15. Indemnity: To the extent permitted by law (F.S. 768.28), the VENDOR 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 VENDOR and any persons employed or utilized by VENDOR in the performance of this Contract.

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16. Damage Liability: The awarded VENDOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the VENDOR 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.
17. 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.
18. Record Keeping
The awarded Proposer 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 Vendor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Vendor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Vendor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Vendor on the Project. Vendor 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.

19. Public Record
Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Vendor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
20. Insurance: Unless otherwise specified, VENDOR 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 Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
 - b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
 - c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.

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- d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY. CITY shall be named as an "Additional Insured" under the VENDOR'S General Liability Insurance Policy with respect to the services performed by the VENDOR or by the OWNER.
 - e. Prior to commencing any Work under this Agreement, FIRM shall submit to 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 CITY, and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.
 - f. 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 Firm's liability under this Agreement.
21. Unauthorized Aliens: The employment of unauthorized aliens by any Vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor 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 Vendor as well.
22. Licenses and Permits: Contractor shall maintain and submit copies of all Licenses and Permits required to complete the assigned project to the City.
23. 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:

Rebecca van Deutekom

Signature
Rebecca van Deutekom
Name
City Clerk
Title



CITY:

City of Cape Coral, Florida

[Signature]

Signature
A. John Szerlag
Name
City Manager
Title

Date 2/2/2018

CITY LEGAL REVIEW:

[Signature] 1/23/18
Dolores Menendez Date
City Attorney

WITNESS VENDOR:

Signature: [Signature]
Typed Name: Michael Segal
Title: Vice president

VENDOR:

LIGHTNING WIRELESS SOLUTIONS
Company
Signature: [Signature]
Typed Name: JOHN MEYER
Title: PRESIDENT
Date: 01-24-2018



EXCEL SPREADSHEET FOR EXHIBIT 2

Percentages Off MSRP and Labor Pricing

Item #	Description	Unit of Measure	% off List
1	Able-2 Products, www.able2products.com	each	35%
2	American Aluminum Accessories, www.ezrideronline.com	each	10%
3	Bid Sky Racks, www.bigskyracks.com	each	16%
4	BLI International, www.prioritystart.com	each	2%
5	Brookin Industries, www.brookingindustries.com	each	25%
6	CDWG, www.cdwg.com	each	5%
7	Code 3 Public Safety Equipment, www.code3pse.com	each	40%
8	Federal Signal, www.fedsig.com	each	30%
9	Gamber-Johnson, www.gamberjohnson.com	each	35%
10	Go-Rhino, www.gorhino.com	each	22%
11	Havis-Sheilds Mfg, www.havis.com	each	30%
12	HG2 Emergency Light, hg2lighting.com	each	5%
13	Jotto Desk Vehicle Mounting Solutions, www.everythingbutlights.com	each	33%
14	L3 Mobile Vision, www.mobile-vision.com	each	5%
15	Laguna 3p, www.laguana3p.com	each	12%
16	LUND Products, www.lundinternational.com	each	10%
17	Motorola, www.motorola.com	each	20%
18	MN Star Technologies, www.mnstar.com	each	35%
19	NOVA Electronics, www.strobe.com	each	40%
20	Plate Scan, www.platescan.com	each	0%
21	Pro-Gard Products, www.progard.com	each	15%

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Percentages Off MSRP and Labor Pricing

Item #	Description	Unit of Measure	% off List
22	Radlotronics www.Acek9.com	each	2%
23	RAM Mounts, www.rammount.com	each	15%
24	Setina Manufacturing, www.setina.com	each	10%
25	Sierrawireless, www.sierrawireless.com	each	5%
26	Signal Technology Enterprises, www.signaltechnology.net	each	0%
27	Sound-off Signal, www.soundoffsignal.com	each	35%
28	SpaceKap, www.spacekap.com	each	2%
29	Stalker, www.stalkerradar.com	each	2%
30	Star Headlight & Lantern, www.star1889.com	each	35%
31	Setina Manufacturing, www.setina.com	each	10%
32	Tremco, www.tremcopoliceproducts.com	each	10%
33	Troy Industries, www.troyproducts.com	each	30%
34	Truck Vault Secure Storage Solutions, www.truckvault.com	each	5%
35	TUFLOC, www.tufloc.com	each	15%
36	Unity Manufacturing, www.unltyusa.com	each	5%
37	WANCO, www.wanco.com	each	5%
38	Watch Guard Digital In Car Video, www.watchguardvideo.com	each	5%
39	Whelen, www.whelen.com	each	30%
40	Blidder's Catalogs not listed	each	%
	List related Catalogs offered not listed above (use additional sheet if needed)		
40a	***See attached Sheet***	each	%
40b		each	%
40c		each	%
40d		each	%
40e		each	%

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Percentages Off MSRP and Labor Pricing

Item #	Description	Unit of Measure	% off List
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			Rate
41	Labor Rate to Install Items from catalogs	hourly	\$65.00

			Rate
42	Window tinting with labor for sedans	each	\$130.00
43	Window tinting with labor for Sports Utility Vehicles	each	\$150.00
44	Window tinting with labor for Pickup with standard cab	each	\$100.00
45	Window tinting with labor for Pickup with extended cab	each	\$130.00
46	Window tinting with labor for Pickup with Crew Cab	each	\$130.00

			Rate
47	Paint doors and top of SUV	each	\$950
48	Paint doors and top of sedan	each	\$850
49	Paint doors and top of 2 door truck	each	\$550
50	Paint doors and top of 4 door truck	each	\$950

*Formulas are not guaranteed for accuracy. It is the responsibility of the Proposer to verify the correctness of the formulas. Also, if using this form as part of your submitted RFP, Proposers **MUST** still submit the signed official proposal form, stating pricing attached*

2100 Electronics Lane
Fort Myers, FL 33912
(239) 481-8700
www.LWSinc.net



LWS
Lightning Wireless Solutions Inc.

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

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**EXHIBIT 2
ADDITIONAL MSRP DISCOUNT**

Percentage Off MSRP

Additional Item #	Description	Unit of Measure	% off List
1	1st in Emergency Products	each	3%
2	AEP (Acari)	each	5%
3	Blue Line Safety Products	each	30%
4	Custom Cages	each	20%
5	Digital Alley	each	2%
6	Ecco	each	20%
7	Eclipse Rackmount	each	5%
8	Go Light	each	25%
9	Kussmaul Electronics	each	10%
10	L3 Mobile Vision	each	5%
11	Laguna 3p	each	12%
12	Lund Industries	each	15%
13	Santa Cruz Gunlocks	each	25%
14	Streamlight	each	40%
15	The NoCo Company	each	10%
16	Tuffy Security Products	each	5%
17	WestIn Automotive	each	25%

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EXCEL SPREADSHEET FOR EXHIBIT 3

Simulated Build Price Worksheet I

Equipment or Equivalent for Ford Explorer	Make	Model\Part	QTY	Total Cost
Whelen Legacy solo/295 controller/ w/ red and blue filters 48" B/R/B/R	Whelen	GS8BRBR/295SLSA6	1	\$ 1,810.00
LightBar strap Kit	Whelen	MKEZB3	1	Included
BLUE Micron stud mount (grill area)	Whelen	MCRNTB	1	\$ 79.00
RED Micron stud mount (grill area)	Whelen	MCRNTR	1	\$ 79.00
WEC Mirror Beam-Ion V Pi Utility	Whelen	VMFX11RB	2	\$ 375.00
White Ion Head lamp slide	Whelen	IONC	2	\$ 180.00
WEC ION LIC Plate bracket (HORIZ)	Whelen	IONBKT1	1	\$ 20.00
WEC ION Led red/blu (sides) w/ blk housing	Whelen	IONU	2	\$ 180.00
WEC Outer Edge Rear Pillar for Utility Driver/r/b/r Pass/b/r/b	Whelen	RP34	1	\$ 672.00
RED Ion led w/black housing & universal mount (Lic Plate)	Whelen	IONR	1	\$ 90.00
BLUE Ion led w/black housing & universal mount (Lic Plate)	Whelen	IONB	1	\$ 90.00
WEC 100w compact black composite 122db speaker	Whelen	SA315P	1	Included
WEC mounting kit for SA315P speaker Utility	Whelen	SAK44	1	Included
Havis standart universal laptop mount w/lock	Havis	UT-101	1	\$ 198.00
Howler/bracket/two speakers	Whelen	Wec low frequency tone	1	\$ 499.00
Troy computer mount w/side arm feature. Accomodates a customer supplied docking station	Troy	CM-PSUV-SL-HAV	1	\$ 446.00
Troy space-maker partition w/weapon recess panel and sliding window with square-grid screen	Troy	SM-US-SS-TROY6	1	\$ 654.00
Troy Big boy Partition mounting kit	Troy	2-SAB-FDUV-BB	1	Included
Troy Kick plate lower for partition	Troy	KP-UV-DAP-SS	1	\$ 129.00
Troy center console w/face plates/whelen siren/moto XTL5000	Troy	CC-UV-L-18	1	\$ 325.00
Troy Console floor mounting plate	Troy	AC-FDUVMNT-25	1	Included
Troy 12v outlet face plate	Troy	FP-AP3	1	Included
Troy 12v outlets set of 3	Troy	L3-Ap1SET	1	\$ 26.00
Troy dual cup holder	Troy	AC-INBHG	1	\$ 36.00
Troy armrest printer low profile for brother pocket jet 6	Troy	AC-PenPRTR	1	\$ 272.00
Tilt rear tray	Troy	CP-UV-CARGO-XL	1	\$ 305.00
Electronics tray	Troy	AC-UV-TRAY-H	1	\$ 175.00
Troy slide vertical window bars(set)	Troy	WG-FDUV-DS&PS	1	\$ 194.00
Rear Storage 40"Wx32"Lx12"H	Troy	CP-GB403212-TL	1	\$ 1,101.00
Troy rear cargo partition diamond-punch/plastic seat/office-safe seat belt system	Troy	PS-FDUV-OS-R	1	\$ 1,249.00
Troy rear cargo hatch window guard, square-grid pattern	Troy	AC-UV-HATCH	1	\$ 91.00
Troy dual gun mount system	Troy	GM-SGRF-MNT	1	\$ 143.00
Troy gun lock for shotgun	Troy	GL-SC-5-XL	1	\$ 153.00
Troy gun lock for AR 15	Troy	GL-SC-5-XL	1	\$ 153.00
Gun lock timer	Troy	GL-SC7009	1	\$ 34.00

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Simulated Build Price Worksheet I

Equipment or Equivalent for Ford Explorer	Make	Model/Part	QTY	Total Cost
Code three Red/Blue Flush mount lights (bottom of hatch) PAIR	Code 3	HB4PAK	1	\$ 120.00
Jotto 12" console 12v hardwire light 5 LED'S	Jotto	425-2775	1	\$ 41.00
Patrol power wiring harness	Minstar		1	\$ 499.00
Radio Antenna	Motorola	HAF4016A	1	\$ 20.00
Motorola XTL 5000 radio/ignition sense cable/power	Motorola	HLN6863B/HKN4191B	1	\$ 45.00
Radio speaker	Motorola	HSN4032	1	\$ 66.00
Flashlight charger streamline Holder (stinger)	Streamline	75100 holder	1	\$ 17.00
Flashlight charger streamline Sleeve	Streamline	22052 sleeve	1	\$ 7.00
Flashlight charger power cord X2	Streamline	22051 power	2	\$ 8.00
Rear Radar cable 16 foot	Stalker	155-2055-16	1	\$ 102.00
Front Radar cable 4 foot	Stalker	155-2055-04	1	\$ 77.00
Stalker VSS cable	Stalker	200-0623-00	1	\$ 102.00
Radar antenna brackets	Stalker	200-0242-00	1	\$ 51.00
Rear antenna bracket	Stalker	200-0244-00	1	\$ 38.00
Video camera system w/body mic/rear camera (Arbitrator) MK 3 HD Cam	Panasonic	ARB-KIT-HD256M24	1	\$ 5,350.00
GPS Antenna	Globstar	BU-35354	1	\$ 25.00
Computer power	Lind	PA1555-655	1	\$ 96.00
Brother Pocket jet 6Plus/ blue tooth Printer + power supply	Brother	PJ663	1	\$ 375.00
TOTAL PARTS COST				\$ 16,797.00
INSTALLATION COST				\$ 1,424.00
TOTAL COST				\$ 18,221.00

Notes:

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Simulated Build Price Worksheet I

Equipment or Equivalent for Ford Explorer	Make	Model\Part	QTY	Total Cost
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EXCEL SPREADSHEET FOR EXHIBIT 3				
Simulated Build Price Worksheet II				
Equipment or Equivalent for Ford F150	Make	Model\Part	QTY	Total Cost
53" lightbar with taxedowns and alleys including traffic advisor	Federal Signal	Legend LPX53	1	\$ 1,778.00
Split Front Headliner, (4) 4" red/white LED reflectors, (4) 4" blue/white Led reflectors with interface module	Federal Signal	SILSS-2646126	1	\$ 930.00
SS2000 Platinum with Microphone and Cable	Federal Signal	SSP2000	1	\$ 780.00
ES100 Speaker 100 Watt	Federal Signal	ES100C	1	\$ 189.00
ES100 universal bracket	Federal Signal	ESB-U	1	\$ 22.00
Dual Stack Micro Pulse Red/White	Federal Signal	MPS1200-RW	6	\$ 600.00
Micropulse Ultra 6-LED lighthead, red/white	Federal Signal	mpps600u-rw	2	\$ 200.00
Wide body console with 8" slope area, 12" flat deck area and an open storage area along side of console	Troy	cc-wbos-20	1	\$ 425.00
40-20-40 floor plate for F150	Troy	ac-f150-15	1	Included
FP-MXTLS000: Motorola XTLS000 remote head faceplate	Troy	FP-MXTLS000	1	Included
DC outlet faceplate 3 holes	Troy	FP-AP12-3	1	Included
Dual cup holder	Troy	AC-INBHG	1	\$ 35.00
Faceplate	Federal Signal	FP-PLATINUM	1	Included
DC outlet plugs with black cap set of three	Troy	LS-AP1SET	1	\$ 24.00
4" low-profile tray for sunglasses, cell phone, etc	Troy	FP-SGTRAY	1	\$ 27.00
Arm Rest	Troy	AC-ARM	1	\$ 105.00
Console side mount with slide arm for Havis UT-101 laptop tray	Troy	CM-SGMNT-5L-HAV	1	\$ 355.00
Wiring harness	Minstar		1	\$ 830.00
Antenna and Harness		Misc		\$ 65.00
TOTAL PARTS COST				\$ 6,359.00
INSTALLATION COST				\$ 1,150.00
TOTAL COST				\$ 7,509.00

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