

Contract No. GS-07F-294AA
Transportation and Logistics Services-Motor Vehicle (non- Combat) and Industrial

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____, 20__, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY"),

and,

Vehicle Service Group, LLC., an Indiana Limited Liability company registered to do business in the State of Florida, located at 2700 LANIER DR, MADISON, IN 47250, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

CITY and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the CITY desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide **Transportation and Logistics Services-Motor Vehicle (non- Combat) and Industrial** as stated in its Proposal submitted under the Solicitation number listed above; and

WHEREAS, the CITY Code provides authority for the CITY to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process, pursuant to Sec 2-258; and

WHEREAS, the parties wish to incorporate the terms and conditions of **General Services Administration, Contract No. GS-07F-294AA** between **General Services Administration**, a federal agency and **Vehicle Service Group, LLC**. The CONTRACTOR is the local authorized vendor in which the CITY must use to procure **Transportation and Logistics Services-Motor Vehicle (non- Combat) and Industrial** under **General Services Administration (GSA), Contract No. GS-07F-294AA** ("GSA Agreement"). The **GSA** Agreement is attached hereto as **Appendix "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the **GSA** Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the **City of Gainesville** Agreement; and

WHEREAS, CITY desires to retain the services of CONTRACTOR by "accessing/piggybacking" the **City of Gainesville** Agreement; and

WHEREAS, the CITY has reviewed the scope of services of the competitively bid **GSA** Agreement, and has determined that it is an agreement that can be used by the CITY; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. Preamble

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Order Of Precedence

The prices, terms and conditions of the **GSA** Agreement shall govern the relationship between the CITY and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the **GSA** Agreement, except said Work shall be performed in and for the CITY. The proposal for the Work is attached hereto in **Appendix "B"**.
- B. The CONTRACTOR has agreed to honor the prices and terms and conditions of the **GSA** Agreement and incorporated herein. The **GSA** pricing sheet is attached hereto as **Appendix "C"**.
- C. The CONTRACTOR shall indemnify the CITY, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any negligence or intentional wrongdoing on the part of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR relating to the performance of this Contract. This indemnification shall survive the termination of this Contract.
- D. CONTRACTOR shall provide the CITY with proof of insurance as required by the **GSA** Agreement. CONTRACTOR hereby confirms that the CITY is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the CITY's sole discretion, has been provided to and approved by the CITY.
- F. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

- G. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on the same date as the **GSA Agreement; June 30, 2028**. Subject to any renewal or extensions as provided in the **GSA Agreement**, it is expressly stipulated and agreed that this agreement shall run concurrently and in conjunction with the **GSA Agreement** throughout the specified term.

Section 3. Nature Of the Agreement

In all other respects, the terms and conditions of the **GSA Agreement**, are hereby ratified and shall remain in full force and effect under this "access/piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the CITY, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

CITY:

a) to the Project Manager
City of Cooper City, Utilities Department
Department
Attention: Jason Cook
9090 SW 50th Place
Cooper City, Florida, 33328-4227 Telephone
No. (954) 434-4300 X 321
jcook@coopercity.gov

and,

b) to the Contract Manager
City of Cooper City, Purchasing
Department
Attention: Tyrone White
9090 SW 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
JHorowitz@gorencherof.com

For CONTRACTOR: VEHICLE SERVICE GROUP, LLC.
Attention: Roger Fulkerson
Director of Sales HD
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219
Telephone No. (317) 695-2957
rfulkerson@rotarylift.com

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and CITY with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an

appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Contributions Prohibited. Pursuant to Section 2-26 of Cooper City Code, no lobbyist, or vendor shall give a campaign contribution, directly or indirectly, to a candidate for the office of Mayor or Commissioner. No candidate for Mayor or Commissioner, or member of the CITY Commission shall, directly or indirectly, solicit, accept or deposit into such candidate's campaign account any campaign contribution from a lobbyist, or vendor.

SIGNATURE PAGE

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY

VEHICLE SERVICE GROUP, LLC.

Date: _____

Date: 7/31/2025

CITY MAYOR

By: [Signature]

CITY MANAGER

Douglas M. Spiller
NAME

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

CITY ATTORNEY

Dir. of Sales, Collision
TITLE

CITY CLERK

[Signature]
WITNESSED BY:
ADDRESS:

STATE OF Indiana
COUNTY OF Jefferson

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Doug Spiller, as Dir. Sales Col of **VEHICLE SERVICE GROUP, LLC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of contract, as Signature of **VEHICLE SERVICE GROUP, LLC.**, and who is personally known to me or has produced I.O. as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this July 31 day of 2025.



[Signature]
NOTARY PUBLIC
Nancy Sobeck
Print or Type Name

My Commission Expires: 8/22/2029



APPENDIX B
SCOPE OF SERVICES

1. SCOPE OF WORK

This contract will allow the City of Cooper City to purchase a new 30,000 lbs. 4-post lift that will replace the 30-year-old 15,000 lbs. This twin post lift is significantly outdated and incapable of handling heavier city vehicles.

2. PRODUCTS

The 30,000 lbs. 4-post lift, Model No. SM30, is part of a quote from Vehicle Service Group, LLC, which includes necessary installations and adjustments to accommodate city vehicles that exceed the capacity of our current lifts. See product items below:

- Heavy Duty Surface Mounted Runway Type Drive On 30,000 lb Capacity and 235" Wheelbase
- Rolling Jack for SM30 Lifts
- Extended Ramp Chocks for SM30
- Surcharge
- Installation

INCLUDES:

- Labor to remove and relocate 2-post lift with new anchors
- Installation of 30K 4-post lift with air within 25'
- Forklift Rental

DOES NOT INCLUDE:

- Electrical
 - Prepaid by Rotary
- **Does not include any applicable fees or taxes



APPENDIX C

PRICING

All pricing and terms are subject to the provisions of GSA Contract No. GS-07F-294AA. Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>
Please refer to the tables below for pricing details.

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<u>SINs</u>	<u>SIN Title</u>
333318T	Wheel & Tire Equipment
333921	Vehicle Material Handling Equipment
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
333921	AP00405	4.92
333318T	AR18	19458.54

2. Maximum order: \$250,000

<u>SINs</u>	<u>Maximum Order</u>
333318T	\$250,000
333921	\$250,000
OLM	\$250,000

3. Minimum order: \$100

4. Geographic coverage (delivery area). Domestic

5. Point(s) of production (city, county, and State or foreign country).

Madison, IN, USA

Bräunlingen, Germany

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. Orders at \$75,000=additional 1.3% (38.7 + 1.3%=40%); Mobile Columns – None

8. Prompt payment terms. 1/10, 15 days/NET30 Information for Ordering Offices. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.



9. Foreign items (list items by country of origin). Taiwan and Germany and Italy
- 10a. Time of delivery. (Contractor insert number of days.) Shipped 45 DARO
- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor
- 10c. Overnight and 2-day delivery. If available, contact the Contractor for rates.
- 10d. Urgent Requirements. Contact Contractor
11. F.O.B. point(s). Destination
- 12a. Ordering address(es).
2700 LANIER DR
MADISON, IN 47250
- 12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
2700 LANIER DR
MADISON, IN 47250
14. Warranty provision. Standard Commercial Warranty Terms & Conditions. Customer should contact contractor for a copy of the warranty.
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
-



Contract No. GS-07F-294AA

Transportation and Logistics Services-Motor Vehicle (non- Combat) and Industrial

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: <https://www.Section508.gov/>.
Not Applicable

23. Unique Entity Identifier (UEI) number. E6L7P8EBDHC7

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and / or when the contractor adds SCLS labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.
