

# City of LaBelle Board of Commissioners Agenda Request

То:	Honorable Mayor and City Commission
Prepared By:	Fire Chief Brent Stevens
Date of Meeting:	05/08/2025
Date Submitted:	04/30/2025
Title of Agenda Item:	LaBelle Fire Department Ladder Truck Contract
Agenda Location:	Consent Agenda Item

# **Report in brief:**

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Approval of the ladder truck contract.

**Staff Comments:** Mayor Wilkins has signed off on the ladder truck contract. Commission approval is requested.

**Fiscal Impact: 2025 -**Has the request been budgeted? X Yes No If yes, expected cost and account name. State Appropriation If no, amount needed and proposed account:

Recommended Actions: Review and Approve



March 27, 2025

City of Labelle 280 S Main Street LaBelle Florida 33975

Ten-8 Fire & Safety LLC. and Pierce Manufacturing Inc. are pleased to present the following bid document to the City of Labelle for one (1) new custom-built Pierce Enforcer 107' Ascendant Ladder.

Ten-8 Fire & Safety LLC. representatives have read and understand the fire apparatus request for proposal presented by the City of Labelle and can provide a heavy duty, high quality ladder per the supporting proposal, specifications, and supporting documents.

Ten-8 Fire & Safety LLC. is the exclusive dealer for the sales, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce Manufacturing Inc. in the states of Florida and Georgia. Ten-8 Fire & Safety LLC. is proud to have been representing Pierce Manufacturing Inc. for over 40 years. Ten-8 Fire & Safety LLC. has ten (10) service centers as well as a team of mobile service technicians to service our customers. Your new Enforcer 107' Ascendant Ladder will be serviced at Ten- Fire & Safety LLC.'s service center in Fort Myers, Florida.

Ten-8 Service Center Technicians – Fort Myers, Florida

- Danny Flowers- EVT Technician
- DJ Schwager Pierce Master Tech and EVT technician
- Charles Chaserau- Pierce Master Tech and EVT technician

The Enforcer 107' Ascendant Ladder will be built at the Pierce Manufacturing Facility in Appleton, Wisconsin. Pierce is a sole source manufacturer and has been manufacturing fire apparatus since 1913 in its ISO 1901 certified facilities. Training consists of three (3) consecutive days from Pierce Factory Representative Trainers.

Pierce Manufacturing Inc. is quoting a delivery of 7-8 calendar months after the receipt of the order. This proposal will remain valid for thirty (30) days unless mutually agreed upon to expand its validity.

As you are aware, fire apparatus manufacturing, designs and materials can differ by manufacturer. As such, there are subtle differences in our proposal from the specification published by the City of Labelle. While Ten-8 Fire & Safety LLC. and Pierce Manufacturing have made every effort to provide all specified items, the overall dimensions and design of the unit may differ from the City of Labelle document. During discussions with our engineering and production teams, we felt it a priority to make sure the components requested were quoted. The Pierce Manufacturing Inc. engineering and product teams can offer additional insight for location of components, optional designs, and additional offerings that will assist City of Labelle in acquiring the best overall apparatus to serve your community.

877.989.7660 Ten8Fire.com # 1112 Manatee Ave. E. | Bradenton, FL 34208 ③

# **References:**

## Miami-Dade Fire Rescue

(3) 2024 Enforcer 107' Ascendant Ladders
(2) 2023 Enforcer 107' Ascendant Ladders
Captain Ernesto Herrera
6000 SW 87th Ave
Miami, FL 33173
(786) 719-2954

# **Bonita Springs Fire Control and Rescue District**

(1) 2017 Velocity 107' Ascendant Ladder
 Fire Chief Greg DeWitt
 27701 Bonita Grande Dr
 Bonita Springs, FL
 (239) 390-7959

# **Immokalee Fire Control District**

(1) 2021 Velocity 107' Ascendant Ladder
Fire Chief Michael Choate
1107 Carson Rd
Immokalee, FL 34142
(863) 245-1845

## East Manatee Fire Rescue

(1) 2018 Enforcer 107' Ascendant Ladder Battalion Chief Derrick Toney
3200 Lakewood Ranch Boulevard Bradenton, Florida, 34211
(941) 737-3605

# Lehigh Acres Fire Control and Rescue District

(1) 2024 Velocity 107' Ascendant Ladder
Division Chief Oreste Borrego
11 Homestead Rd S
Lehigh Acres, FL 33936
(239) 834-8477



DATE (MM/DD/YYYY)

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USA				Authorized Representative						

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# **Equipment Proposal**

**Proposal # Stock** 

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

### Date: March 26, 2025 ("Proposal Date") Customer: City of LaBelle, Florida ("Customer")

### Customer Address: 481 W. Hickpochee Ave LaBelle, Florida 33975

Qty	Product Description & Options	Price
1	Pierce Manufacturing Enforcer 107' Ascendant Ladder This proposal is for a stock Enforcer 107' Ascendant Ladder similar to Enforcer 107' Ascendant Ladder Job #43663 - please note some options may vary due to the specifciations presented by the City of Labelle.	\$1,795,713.00
	NFPA Required Equipment including Mounting	\$202,377.0
(a)	Total: commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price. Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.	\$1,998,090.0

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately <u>7-8</u> (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

### Other: \_\_\_\_

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

# EXHIBIT A

# PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

# EXHIBIT C

# PURCHASING TERMS AND CONDITIONS

### PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

#### 1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.
- 2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
- 3. <u>Term of Agreement</u>. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
- 4. <u>Purchase and Payment</u>. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
- 5. <u>Representations and Warranties.</u> Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
- 6. <u>Cancellation/Termination</u>. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- 7. <u>Delivery</u>. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
- 8. <u>Standard Warranty</u>. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. <u>Disclaimer</u>. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

- 9. <u>Limitation of Liability.</u> COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
- 10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
- 11. <u>Customer's Obligations</u>. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
- <u>Default</u>. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

- 13. <u>Manufacturer's Statement of Origin</u>. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
- 14. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
- 15. <u>Miscellaneous.</u> The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of LaBelle B Title: Print: Date: 3 -31-202

Ten-8 Fire & Safety, LLC

By:

Title: Authorized Sales Representative

Print: Eric Huovinen

Date: March 26, 2025