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EXECUTIVE DIRECTOR

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

**BOARD OF
PORT COMMISSIONERS**

BRIAN HAMMAN

FRANK MANN

CECIL L. PENDERGRASS

KEVIN RUANE

RAY SANDELLI

July 1, 2022

April Policky
Dan Callaghan Enterprise, Inc.
d/b/a Callaghan Tire
2203 Alicia Street
Fort Myers, FL 33901

Subject: Service Provider Agreement Purchase of Tires and Other Related Services for Lee County Port Authority

Dear Ms. Policky:

On June 23, 2022, the Lee County Board of Port Commissioners approved a Service Provider Agreement Purchase of Tires and Other Related Services for Lee County Port Authority with Dan Callaghan Enterprise, Inc. d/b/a Callaghan Tire and the Lee County Port Authority.

Enclosed, please find one fully executed original for your records. Should you have any questions, do not hesitate to call.

Sincerely,

LEE COUNTY PORT AUTHORITY

Victoria B. Moreland
Chief Communications & Marketing Officer

VBM/daa
Enclosure
Delivery by FedEx

cc: Mark Trank, Assistant Port Authority Attorney
Steven Hennigan, Aviation
James Furiosi, Maintenance
Melissa Wendel, Purchasing

Contract Number 22931817
Vendor Number 190004

SERVICE PROVIDER AGREEMENT

PURCHASE OF TIRES AND OTHER RELATED SERVICES FOR LEE COUNTY PORT AUTHORITY

This Agreement is entered into this 8th day of June, 2022, between LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("Authority"), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and Dan Callaghan Enterprises, Inc. DBA Callaghan Tire, a Florida corporation, authorized to do business in the State of Florida, ("Provider"), located at 2203 Alicia Street, Fort Myers, FL, 33901 with Federal Identification Number 59-1795428 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, Authority desires to obtain goods and services from the Provider as described below for the purchase of tires and other related services on an as needed basis for the Authority in Fort Myers, Florida; and,

WHEREAS, the following tire manufacturers, Bridgestone, Continental, Michelin, Setco, Sumitomo and Yokohama, have entered into an agreement with the Florida Sheriffs Association pursuant to competitive solicitation RFB FSA22-TRS24.0 for the purchase of tires and other related services; and,

WHEREAS, Dan Callaghan Enterprises, Inc. DBA Callaghan Tire is indicated by the Florida Sheriffs Association as an authorized distributor for the following awarded tire manufacturers: Bridgestone, Continental, Michelin, Setco, Sumitomo and Yokohama in the agreement made pursuant to competitive solicitation RFB FSA22-TRS24.0.

WHEREAS, Provider has agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods and services; and,

WHEREAS, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, Provider has reviewed the goods and/or services required under this Agreement and has agreed to provide the requested goods and services, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider agrees to provide the same goods and services available through the Source Agreement. This Agreement is only for those items or services set forth in the Source Agreement. The Parties agree that no other products or services may be acquired from the Provider under this Agreement.

3.0 SOURCE AGREEMENT - INCORPORATION BY REFERENCE

It is the intent of the parties to allow Authority to "piggyback" the Source Agreement in order to access the products and services set forth in Exhibit A, Scope of Services, as permitted by that Agreement and the Lee County Port Authority Purchasing Manual. The terms of the Source Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Source Agreement and this Agreement and Exhibit(s), the terms of this Agreement will control.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above ("Effective Date") and will continue for the term of the Source Agreement, including any renewals or extensions.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Pricing - Authority will pay for requested and authorized goods or services provided in accordance with the terms of this Agreement based on the pricing set forth in Exhibit B, Pricing Schedule.

5.2 Payment Schedule - The Authority will issue payment to Provider for products and/or services accepted under this Agreement within forty-five (45) calendar days after receipt of an invoice from Provider that is in an acceptable form.

6.0 EXCEPTIONS

Exceptions to the Source Agreement, if any, are specifically amended as set forth in Exhibit C, attached hereto and made a part of this Agreement.

7.0 NOTICES AND ADDRESS

All notices required and/or made pursuant to this Agreement will be in writing and will be given by the United States Postal Service, to the following addresses of record:

If to the Authority:
LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

If to the Provider:
DAN CALLAGHAN ENTERPRISE, INC.
d/b/a Callaghan Tire
2203 Alicia St., Fort Myers, FL 33901
Attention: April Policky

8.0 GOVERNING LAW AND VENUE

This Agreement will be interpreted, construed and governed by the laws of the State of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Lee County Circuit Court in Lee County, Florida. The parties agree to waive the right to remove any suit or action relating to or arising out of this Agreement to federal court. The prevailing party in any such suit or action, including any appellate proceedings, will be entitled to recover its reasonable attorneys' fees and costs.

9.0 INSURANCE

Provider must furnish proof of acceptable insurance in the form of a valid insurance certificate including additional insured endorsements, with coverages and limits as specified below and including the following requirements:

- Lee County Port Authority must be named an additional insured
- The Certificate of Insurance must state the coverage is primary and noncontributory
- The Certificate of Insurance must include a waiver of Subrogation in favor of Lee County Port Authority

GENERAL LIABILITY		\$1,000,000
	General Aggregate	\$2,000,000
	Products	\$2,000,000
AUTO LIABILITY		\$1,000,000
	<i>Or, if Vendor will be Airside</i>	\$5,000,000
WORKERS COMPENSATION		Per Florida Statutes
Employers Liability:	Per Employee (disease)	\$1,000,000
	Policy Limit	\$1,000,000
PROFESSIONAL LIABILITY	If required, per occurrence	\$1,000,000
	Aggregate	\$2,000,000

10.0 ACCEPTANCE

Acceptance of this Agreement must be indicated by the signature of the duly authorized representative of the parties in the space provided. Any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. Electronic signature must be of sufficient quality to be legible electronically or when printed in hardcopy.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

DAN CALLAGHAN ENTERPRISE
DBA Callaghan Tire

DocuSigned by:
By: Charles Swartling
160D9677C9A7433
Authorized Signature

Charles Swartling/Strategic Acct Manager
Printed Name/Title

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: [Signature]
Chair or Vice Chair

Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

ATTEST: KEVIN KARNES
Lee County Clerk of Court

By: [Signature]

Chris Jagodzinski
Deputy Clerk

Approved as to form for the reliance of
Lee County Port Authority Only:

By: [Signature]



EXHIBIT A
SCOPE OF SERVICES

**FLORIDA SHERIFFS ASSOCIATION (FSA) - Contract Number FSA22-TRS24.0 – Tires:
Contract Awards**

TECHNICAL SPECIFICATIONS

1. ELIGIBLE PRODUCTS

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for tires, which has been in existence for 24 years. This contract is in effect beginning April 1, 2022, through March 31, 2024.

List of awarded vendors in alphabetical order for FSA22-TRS24.0 Tires Include:

1. **Bridgestone** – Specifications 1-7 & 12
2. **Continental** – Specifications 1-7
3. **Michelin** – Specifications 1-12
4. **Setco** – Specifications 8 - 9
5. **Sumitomo (Falken)** – Specification 4
6. **Yokohama** – Specification 4

This new bid has 12 tire specifications, which include:

- Specification 1: Law Enforcement Pursuit, Emergency High Speed Vehicle Tires
- Specification 2: Passenger Vehicle Tires
- Specification 3: Light Truck & Related Vehicle Tires
- Specification 4: Commercial Truck & Related Vehicle Tires
- Specification 5: Off Road Equipment Tires
- Specification 6: Agricultural Farm & Implement Tire
- Specification 7: Specialty Tires
- Specification 8: Off the Road (OTR) Solid Rubber Moulded Tires
- Specification 9: Press on Solid Rubber Tires
- Specification 10: Industrial - Solid Rubber Tires
- Specification 11: Rubber Tracks for Tractors and Equipment
- Specification 12: Re-Tread Tires

All tires offered under the Contract under specification groups 1-11 shall be new and unused and in current production.

Specifications 1-7 and 12 are for air tires. The waste fee must be provided in the bid submission, as it is included in the FSA base price.

Specifications 8-10 are for solid rubber tires. Specification 11 is for rubber tracks and Specification 12 is for re-tread tires.

2. REQUIRED RELATED SERVICES

Prices for the following services shall be supplied on the price sheets as separate items as shown in Exhibit B. In cases where local pricing is specified, prices for the related services shall be included in bid quotes and purchase orders provided to purchasers:

- Mounting of the tire
- Dynamic balancing of the tire including weights
- New tire valve stem and installation
- New Tire Pressure Monitoring System (TPMS) and installation
- Wheel Assembly (for solid rubber tires)

Purchasers may purchase tires alone without related optional goods or services. If additional related optional goods and services are purchased, each related cost shall be added to the invoice as a separate additional charge.

For solid rubber tires, written shipping costs are required from Vendor in bid quote prior to Purchaser order being placed. In addition, written installation costs (if applicable) are required from Vendor in bid quote prior to Purchaser order being placed.

All bulk deliveries of tires shall be completed within thirty (30) days after receipt of an order, unless the Vendor and Purchaser negotiate a different delivery schedule and include it in an order.

3. PERFORMANCE STANDARDS AND WARRANTY

All work performed shall comply with customary, reasonable, and prudent standards of care in the industry. All products shall be covered by the manufacturer's standard warranty. A copy of the Manufacturer's standard warranty must be submitted with the bid.

4. TESTING

Samples of delivered tires may be selected at random and tested for compliance with these specifications using the following standards:

- ASTM Standard F1922, Test Method-for Tires, Pneumatic, Vehicular Highway.
- ASTM Standard F1923, Test Method-for Tires, Pneumatic, Vehicular Low Speed, Off Highway.

Delivery of non-conforming product shall be grounds for terminating the Contract.

5. INSTALLATIONS AND SERVICES

Manufacturer and Manufacturer's Authorized Service Center Installations & Services:

The vendor shall ensure that all tires, including any optional goods and services, installed by a manufacturer or a manufacturer's authorized service center are installed according to the manufacturer's specifications and guidelines.

Vendor is required to disclose Make and Model of product being offered, and the location, make, and model must be approved by the purchaser prior to installation. Vendor must also disclose the warranty of any item that is less than or exceeds factory warranty coverage.

Vendor is responsible for ensuring that any Manufacturer or Manufacturer's Authorized Service Center that employs a third-party supplier or subcontracts technicians to install tires, including any optional goods and services, on vehicles or equipment under this contract completes installations and service work in accordance with the manufacturer's specifications and guidelines.

The FSA may at any time during the contract period request proof that installations and service work is completed in accordance with manufacturer specifications and guidelines. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45.

Purchaser Installations & Services:

Purchasers may elect to purchase and install tires and optional goods under this contract. In such instances, the purchaser agrees to a release of liability and hold harmless for the vendor and the FSA for installations performed by purchasers. This release shall not apply to defects or failures with respect to the tires and optional goods themselves, or to workmanship with respect to the manufacture of such tires or optional goods but shall instead encompass only defects or failures arising from the installation of such tires and optional goods.

6. NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory, and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not identified in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

7. DELIVERY

Vendors or manufacturer's authorized service center shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

Bulk deliveries of tires shall be completed within thirty (30) calendar days after receipt of an order, unless the vendor and purchaser negotiate a different delivery schedule in writing.

8. ORDER

Each order and invoice must include the FSA Contract: FSA22-TRS24.0.

Required delivery or due dates for tires, including any optional goods or services, should be

discussed with the vendor or manufacturer's authorized service center at the time of the price quote.

If a vendor receives a purchase order or request for price quote for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order or request or price quote to the purchaser within three (3) business days.

All tires and optional goods ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class even if it requires supplying a later model at the original bid prices.

It is the vendor's responsibility to ensure that the tires ordered by the purchaser and installed by manufacturer approved service center, including any optional goods or services, are fully compatible with the vehicle, and complies with all applicable manufacturer specifications, guidelines, and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver tires, including any optional goods or services that will be fully compatible with the vehicles.

Any changes that are required to correct an incorrect installation or order will be accomplished at the vendor's expense.

9. TIRE DELIVERY AND SHIPPING

In cases where tires must be shipped to the purchaser, the vendor or manufacturer's authorized service center shall specify any delivery or shipping costs as a separate line item in a bid quote to purchasers prior to any order being placed.

10. INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect tires, including any optional goods or services, for any damages or workmanship issues.

Each purchaser shall make a good faith effort to inspect the vehicle tires, including any optional goods or services, before or at the time of delivery for acceptance. One (1) business day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle tires, including any optional goods or services, for acceptance.

11. DISPOSAL AND OTHER FEES

The purchaser has the option of retaining used tires for recycling purposes. On bulk tire deliveries to a purchaser's facility, the vendor or manufacturer's authorized service center may pick up and dispose of an equal number of replaced used tires. This pickup of used tires may be required at a later date by the purchaser. All used tires must be disposed of in accordance with all Federal, State and local requirements.

Disposal or other fees imposed by the State, Federal or local governments and in effect shall be listed separately on the quote to the purchaser. For Specifications 1-8, the Waste Fee is included in the base price.

12. WARRANTY REPAIRS AND SERVICE

Tires, including optional goods and services, shall be covered by the manufacturer's standard warranty. A copy of the Manufacturer's standard warranty shall be provided to the purchaser upon request at time of purchase.

All warranties shall begin at the time of final acceptance by the purchaser. Failure by any manufacturer or manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

EXHIBIT B
PRICING SCHEDULE

Tire Pricing may be viewed using this link: [Florida Sheriff's Associate Tire Pricing Schedule](#)

Service Costs:

Daytime Hours (Monday –Friday) 7:30AM – 5:00PM	\$105.00
After Hours Service (2HR Min.)	\$140.00
Natural Disaster Service	\$160.00
Fuel Service Charge	\$20.00

Tire Disposal:

Passenger:	\$ 5.00
Light:	\$ 10.00
Medium:	\$ 15.00
Super Single:	\$ 25.00
Loader and Grader:	\$ 55.00

Tire Balance:

Passenger:	\$ 14.00
Light:	\$ 15.00
Medium:	\$ 45.00

Tire Mount:

Passenger:	\$ 18.00
Light:	\$ 25.00
Medium:	\$ 40.00
Super Single:	\$ 55.00
Implement:	\$ 20.00
Industrial:	\$ 50.00
Loader and Grader:	\$ 90.00

Miscellaneous Shop Supply	\$12.00
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Provider agrees to deliver optional goods and services in accordance with section 2.13 of the Terms and Conditions set forth in the Source Agreement to the Authority at the fixed discounted rate of 25% off manufacturer's published list price for parts.

EXHIBIT C
EXCEPTIONS

There are no exceptions.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Service Provider Agreement with Callaghan Tire for the purchase and installation of tires on an as-needed basis via the terms and conditions of the Florida Sheriffs Association Contract FSA22-TRS24.0 - Tires.</p> <p>2. FUNDING SOURCE: General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport and Page Field. Funds are available in Account String WJ5100041200.504655, Lee County Port Authority Repairs and Maintenance - Parts for RSW, and Account String UH5120041203.504655, Lee County Port Authority Repairs and Maintenance - Parts for FMY.</p> <p>3. TERM: This FSA contract that we are piggybacking began APRIL 1, 2022 for an initial 24 month term - thru MARCH 31, 2024 and may be renewed or extended by mutual agreement for two additional one-year terms</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides the Authority with access to a comprehensive offering of tires and services at discounted pricing through the Florida Sheriffs Association Contract as necessary to meet operational demand.</p>	<p>5. CATEGORY: 11 Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/14/2022</p> <p>7. BoPC MEETING DATE: 6/23/2022</p>				
<p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p>_____ CONSENT</p> <p><u> X </u> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>				
<p>10. BACKGROUND:</p> <p>The LCPA Maintenance Department maintains approximately 650-750 tires for its entire fleet of trucks, SUVs, cars, trailers, carts, tractors, and ARFF firefighting apparatuses. LCPA utilized Callaghan Tire via the Florida Sheriffs Association (FSA) contract, to provide tires and installation services up through March 31, 2022, at which time that FSA contract term expired. The services provided by Callaghan Tire have been excellent and LCPA has enjoyed the cost savings and installation services associated with a competitively sourced State of Florida contract.</p> <p>LCPA requests Board approval to piggyback the new FSA contract and enter into a Service Provider Agreement with Callaghan Tire to provide tires and installation services for RSW and FMY. The term of this Agreement begins on the Effective Date approved by the Board of the Service Provider Agreement with Callaghan Tire and will continue for the</p>					
<p>11. RECOMMENDED APPROVAL</p>					
<p><u>DEPUTY EXEC DIRECTOR</u></p> <p>Steven C. Hennigan</p>	<p><u>COMMUNICATIONS AND MARKETING</u></p> <p>Victoria B. Moreland</p>	<p><u>OTHER</u></p> <p>N/A</p>	<p><u>FINANCE</u></p> <p>David W. Amdor</p>	<p><u>PORT ATTORNEY</u></p> <p>Mark A. Trank</p>	<p><u>EXECUTIVE DIRECTOR</u></p> <p>Benjamin R. Siegel</p>
<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED <u>X</u> (5-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p>			<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED <u>X</u> Hamman/Sandelli with Ruane absent 3-0</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p> <p style="text-align: right;">11-6/23/2022</p>		

Background (continued)

term of the Florida Sheriffs Association Contract FSA22-TRS24.0 – Tires, including any renewals or extensions. LCPA anticipates to spend approximately \$100,000.00 annually on tires and services throughout the term(s) of the FSA contract.

Attachments:

1. Draft Service Provider Agreement
2. Utilization of Other Competitively Procured Contracts Approval
3. Florida Sheriffs Association FSA22-TRS24.0

11-6/23/2022