

## MEMORANDUM

DATE: September 13, 2021

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Robyn Holder, CPPB  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20190087 Renewal #1  
CONTRACT TITLE: Fleet Vehicle/ Equipment Maintenance & Management  
Services

VENDOR NAME: First Vehicle Services, Inc.  
VENDOR ADDRESS: 1000 West McNab Road, Suite 103  
CITY & STATE: Pompano Beach, FL 33069

**COUNCIL APPROVED: October 28, 2019**

13c)- Award Contract #20190087 for Fleet Vehicle / Equipment  
Maintenance and Management Services to First Vehicle  
Services, Inc.

CONTRACT TERM: 12/01/2019 through 11/30/2021 (2-year term), with the option to  
renew for three (3) additional one (1) year periods. Contract amount for the two (2) year  
period is \$3,630,276.34 & \$28.00 hourly for non-contract labor.

RENEWAL TERM: 12/01/2021 through 11/30/2022, with the option to renew for two (2)  
additional one (1) year periods. Renewal Amount is \$1,896,686.57 & 28.95 hourly for non-  
contract labor.



**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

<b>Contractor's Full Legal Name:</b>	First Vehicle Services, Inc.
<b>Solicitation No./Event ID:</b>	20190087
<b>Solicitation Title/Event Name:</b>	Fleet Vehicle / Equipment Maintenance & Management Services
<b>Contract Award Date:</b>	October 28, 2019
<b>Initial Current Contract Term:</b>	December 1, 2019 – November 30, 2021
<b>Current Contract Expiration Date:</b>	November 30, 2021
<b>Requested Contract Expiration Date:</b>	November 30, 2022
<b>Initial Contract Amount:</b>	\$3,630,276.34 for the 2-year term
<b>Current Contract Amended Amount:</b>	N/A
<b>Requested Financial Change Amount:</b>	3.4% increase CPI
<b>New Contract Amount:</b>	\$1,896,686.57 & \$28.95 hourly for non-contract labor
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	<b>Renewal</b>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1A. The following Contract language is modified to reflect the correct CPI Index to use for determining the possible increase/decrease for all renewals.

*This contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average ~~Transportation Gasoline (All Types)~~ Motor Vehicle Maintenance and Repair in U.S. City Average Not Seasonally Adjusted at time of renewal only.*

*The Contractor must request such an adjustment in writing no later than ninety (90) days prior to the renewal date and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the period in which the request is made. The City will not allow Consumers Price Index contract adjustments, up or down, to exceed five (5%) percent combined total in any one period. Any increase will be effective on the contract renewal date.*

*Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures from each December for a period of one year (example: December 2019 – December 2020) one-month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.*

1B. The following prices will be become effective December 1, 2021.

**SCHEDULE A**

	12/1/2021- 11/30/2022
<b>FIXED CONTRACT ANNUAL AMOUNT</b>	<b>\$1,666,042.80</b>
<b>OVERHEAD EXPENSES ANNUAL AMOUNT</b>	<b>\$104,362.38</b>
<b>ADMINISTRATIVE EXPENSES ANNUAL</b>	<b>\$64,888.67</b>
<b>MANAGEMENT EXPENSES ANNUAL AMOUNT</b>	<b>\$61,392.72</b>
<b>ANNUAL AMOUNT TOTALS</b>	<b>\$1,896,686.57</b>
<b>HOURLY NON-CONTRACT LABOR RATE FOR REPAIRS</b>	<b>\$28.95</b>

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	First Vehicle Services, Inc
<b>Authorized Signature:</b>	<i>Dale R. Domish</i>
<b>Printed Name and Title of Person Signing:</b>	Dale R Domish
<b>Date:</b>	9-9-2021
<b>Company Address:</b>	600 Vine St, Ste 1400, Cincinnati, OH 45202

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	<i>Caroline Sturgis</i>
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	9/14/2021
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984