AGREEMENT FOR CHEVY OEM REPAIR PARTS

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Bennett Auto Supply, Inc., a Florida corporation, 3141 SW 10th Street, Pompano Beach, FL 33069, and whose Federal tax identification number is 59-1732891, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Chevrolet Original Equipment Manufacturer (OEM) repair parts from the Vendor (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160331 on May 20, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and,

WHEREAS, the County posted a Notice of Intended Decision on July 1, 2016; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of ITB160331, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for one (1) year with the option to renew for up to three (3) additional one (1)-year periods.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to ITB160331, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services

delivered on those specific line items as approved in writing by the County.

ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct

business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. 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 Agreement 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 any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. All parts provided by the Vendor shall carry a full factory warranty. On all parts furnished under this Agreement, the Vendor shall provide full factory warranties against defects in materials and workmanship. The warranty shall start on the date of delivery and acceptance by the County.

MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the

money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

Name:	Jennifer Clukey	Names:	Roger Desjarlais	Mary Tucker		
				Director of		
Title:		Titles:	County Manager	Procurement		
	Director of Sales			Management		
Address:	3141 S.W 10th St.	Address:	P.O. Bo	x 398		
	Pony. Bch. Fl. 3306	9	Fort Myers, FL 33902			
Telephone:	954-335-8721	Telephone:	239-533-2221	239-533-8881		
Facsimile:	954-335-8840	Facsimile:	239-485-2262	239-485-8383		
E-mail:	1 clukey@bennett	E-Mail:	rdesjarlais@leegov.com	mtucker@leegov.com		
	auto. com					

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. ITB160331
 - 4. Vendor's Submittal in Response to ITB160331

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:	Bennett Auto Supply, Inc.
Signed By:	Signed By:
Print Name: Tode Dona, hve	Print Name: Harold Bennet
	Title: President
	Date: 01 06 2016
	•
	LEE COUNTY
	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
	BY: John Mossing
	CHAIR /
	DATE:
ATTEST: CLERK OF THE CIRCUIT COURT	
Linda Doggett, Clerk	
BY: Mersa Kin	VAL 2
DEPUTYCLERK	
	William Charles and Control of the C
APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:	
11/1/2/1/1	
BY: (1) (1)	-
OFFICE OF THE COUNTY ATTORN	EY

EXHIBIT A PROJECT SCOPE OF SERVICES

PRODUCTS SUPPLIED BY VENDOR

The Vendor shall provide the County with authentic Chevrolet OEM parts on an asneeded basis. The Vendor shall stock and make available to the County the full line of Chevrolet OEM parts. Parts supplied by the Vendor shall be new, unused, of the highest grade and workmanship, and in the original packaging.

Authorized factory remanufactured parts are acceptable with written approval from the County prior to each purchase.

PRODUCT DELIVERY

The items delivered under this Agreement shall remain the property of the Vendor until physical inspection and acceptance by the County. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

The Vendor shall deliver, or arrange for delivery of, all parts procured by the County under this Agreement. Parts shall be delivered FOB to the County's Lee Tran facility at 3401 Metro Parkway, Fort Myers, FL 33901, or another facility as provided in writing by the County at the time a quote under this Agreement is approved for ordering. Lee Tran will accept deliveries Monday through Friday from 7:00 A.M. to 7:00 P.M.

The Vendor shall adhere to the following specifications for delivery of parts to the County under this Agreement:

- 1. On the shelf parts shall be delivered the same day, as ordered.
- 2. Manufacturer regional warehouse items shall be delivered after receipt by Vendor, freight included, on next working day.
- 3. Factory back-ordered parts shall be delivered the same day they are received by Vendor.
- 4. Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as directed by the County.
- 5. Premium transportation costs may be passed to the County at their actual cost (Waybill number listed on invoice). Additional markup on these items is not allowed.

Should the Vendor not be able to provide the required parts for emergency repairs in a reasonable time frame, the County reserves the right to purchase the parts elsewhere. Vendor will notify the County's Parts Room staff of inability to meet delivery times as soon as it is known.

 $\underline{\text{COUNTY AUDITS}}$ The County reserves the right to conduct an audit at any time during the term of this Agreement.

EXHIBIT B FEE SCHEDULE

The Vendor shall provide all Chevrolet OEM parts under this Agreement for 55% off of suggested retail pricing, which includes delivery.

At a minimum, the Vendor's invoices shall include the quote number, manufacturer, manufacturer part number, suggested retail price, discount, and the final cost of the item.

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: County Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

a. <u>Commercial General Liability</u> - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence \$1,000,000 general aggregate \$500,000 products and completed operations \$500,000 personal and advertising injury

b. <u>Business Auto Liability</u> - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL) \$300,000 bodily injury per person \$500,000 bodily injury per accident \$300,000 property damage per accident

c. <u>Workers' Compensation</u> - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident \$100,000 disease limit \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

- 1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, Florida 33902

b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

- 1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
- 2. It is the responsibility of the Vendor to insure that all subcontractors comply with all insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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PRODUCER					CONTAC NAME:	CONTACT Lorenzo C. Cardenas			
Arthur J. Gallagher Risk Management Services, Inc. 8333 NW 53rd Street Suite 600					PHONE (A/C, No.	PHONE (A/C, No, Ext): 305-592-6080 FAX (A/C, No): 305-592-4049			
	ni FL 33166				E-MAIL ADDRES	s: Lorenzo_	Cardenas@)ajg.com	
						INS	URER(S) AFFOR	DING COVERAGE	NAIC#
					MODRETCA (2 miles in the miles			10127	
INSURED BENNAUT-02					INSURER B: Associated Industries Insurance Co,			23140	
Bennett Auto Supply, Inc.			INSURE	INSURER C :XL Insurance America, Inc.					
3141 SW 10th Street Pompano Beach FL 33069			INSURER D:						
1 011	ipano Beach i E 00000				INSURE	RE:			
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Lee	County, a political subdivision and (itional Insured on General Liability p	Chai	ter C	County of the State of Fl	lorida, i	ts agents, e	mployees, a	and public officials are inclu	uded as
Add	itional Insured on General Liability p	olic	y as	required by written cont	tract.	_			
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Lee County Board of County Commissioners P.O. Box 398 Fort Myers FL 33902				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE					

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

BENNETT AUTO SUPPLY, INC.

Filing Information

Document Number

521757

FEI/EIN Number

59-1732891

Date Filed

01/06/1977

State

FL

Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES

Event Date Filed

07/30/2012

Event Effective Date

NONE

Principal Address

3141 SW 10TH ST.

POMPANO BEACH, FL 33069

Changed: 05/07/2001

Mailing Address

3141 SW 10TH ST.

POMPANO BEACH, FL 33069

Changed: 05/07/2001

Registered Agent Name & Address

Bennett, Justin, Esq. 3141 SW 10TH ST.

POMPANO BEACH, FL 33069

Name Changed: 01/07/2014

Address Changed: 01/07/2014

Officer/Director Detail

Name & Address

Title PD

BENNETT, HAROLD 3141 SW 10TH ST. POMPANO BEACH, FL 33069

Title VSD

BENNETT, BARRY 3141 SW 10TH ST. POMPANO BEACH, FL 33069

Annual Reports

Report Year	Filed Date
2014	01/07/2014
2015	05/04/2015
2016	02/05/2016

<u>Document Images</u>	
02/05/2016 ANNUAL REPORT	View image in PDF format
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