

# CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number B240167MWB

Solicitation No.: B240167MWB

Project Title: Mercedes Parts and Service

Start Date: June 4, 2024

Expiration Date: June 3, 2027 <- **Terminated for new Contract – Effective 6/2/2025**

Board Date: June 4, 2024

Agenda Item: 13

Term: One (1) Three (3) Year Term

Renewals: Two (2) years renewal

**Awarded Vendor:** Naples North, LLC d/b/a Mercedes-Benz of Bonita Springs

Address Book (E1) No.: 458317

Contact Person: Ralph Mesa

Phone No.: 239-598-6592

Email Address: rmesa@mbnonitasprings.com

## Notes:

### 1. SURCHARGE

- Surcharges will not be accepted in conjunction with this contract and such charges should be incorporated into the pricing structure.

### 2. PRICING

- Vendor shall submit prices in the form of a firm percentage above Vendor's cost from the current manufacturer's web-based catalog prices, current trade services price schedule, or an established manufacturer's price list.

- Vendor shall maintain a web-based catalog prices, current trade services price schedule or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.
- Pricing specified per bid schedule shall be applied to each individual product of Manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals. Percentage above MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.
- Vendor shall be responsible for all return shipping and freight charges for any received damaged parts, replacements and/or returns due to Vendor error.
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- Vendor shall submit pricing for the following:
  - Hourly labor rate for repair work
  - Hourly labor rate for mobile onsite diagnostic service
  - The percent above the current manufacturer's web-based catalog prices, current trade services price schedule, or an established manufacturer's price list of all parts, accessories, tools, and lubricants.
- The labor rates bid shall be firm and will not vary during the initial term of the Agreement. If a price increase is requested by the Vendor at the time of renewal, it shall be reviewed by the Fleet Management and the Procurement Director. If accepted, the increase will take effect after the Vendor receives the approval in writing. The discount pricing shall remain in effect throughout the life of the Agreement. Labor rates shall be fully loaded rates.

### **3. WARRANTY**

- All parts, accessories, tools, and lubricants shall carry a full factory warranty and all labor shall have a minimum of a ninety (90) day warranty.
- The Vendor shall provide a full factory warranty on all parts, accessories, tools, and lubricants furnished against defects in materials and/or workmanship. The warranty shall start on the date of installation and acceptance by the County.

### **4. SERVICE RATE CHANGES**

The labor rates bid shall be firm and will not vary during the initial year of the agreement. However, if the Vendor requests a price increase during the remaining years of the contract, it shall be reviewed by the County inclusive of the project sponsoring department. If accepted, the increase will only take effect after the Vendor receives approval in writing from the County for the effective price increase. The mark-ups for materials are expected to remain in effect throughout the life of the contract and are not subject to variation without written authorization from the County when deemed in its best interest.

**5. REPAIR SERVICE**

- Repairs shall begin within two business days following the delivery of the vehicle for repairs. Repairs shall be completed within a timely manner and following industry standards.
- Expected or extended delays shall be communicated to and approved by Lee County Fleet Management.
- At the time of delivery, the Vendor shall provide an estimated time of repair.
- Vendor shall communicate any additional repair needs or delays with parts or service to Lee County Fleet management promptly. Additional repairs must be approved by Lee County Fleet Management before performing the repairs.
- Delivery and pickup of all vehicles requiring repair shall be coordinated between Lee County Fleet Management and the Vendor.
- Mobile Onsite Diagnostic services will be requested by Lee County Fleet Management on an as-needed basis. Upon request, the Vendor shall perform services within two business days. Expected or extended delays shall be communicated to and approved by Lee County Fleet Management.
- Mobile Onsite Diagnostic services shall be performed utilizing an OEM Xentry diagnostic scanner, which will assist in addressing a possible mechanical problem within a Sprinter.

**6. DELIVERY**

- Parts shall be delivered F.O.B. to the following locations listed herein, or as directed at the time of order by an authorized representative of Lee County Fleet Management.

Lee County Fleet Management – Main Office	2955 Van Buren Street, Fort Myers, FL 33916
Lee County Fleet Management – Satellite Office	5170 e Street, Fort Myers, FL 33905

- The Vendor shall make provision for four (4) delivery situations:
  - All orders placed by 12:00 PM for on-the-shelf parts shall be delivered the same day.
  - Manufacturer regional warehouse items shall be delivered after receipt by the Vendor, freight included, on the next working day.
  - Factory back-ordered parts shall be delivered the same day they are received by the Vendor.

- 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 and authorized by Lee County Fleet Management. Premium transportation costs may be passed to the County at their actual cost. Proof must be provided at the time of invoicing. Additional markup on these items shall not be allowed.

## 7. **INVOICING**

- All parts, accessories, tools, and lubricants invoices shall include as a minimum the following information:
  - Purchase Order Number
  - Quote Number and/or Order Date
  - Manufacturer Part Name and Number
  - Catalog/list price at time of order
  - Percentage Mark Up
  - Total Parts Cost
  
- All labor and mobile diagnostic invoices shall include as a minimum the following information:
  - Purchase Order Number
  - Number of hours applied to the job multiplied by the bid hourly rate.
  - Total Labor Cost