

Original

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE OF FORD OEM
REPAIR PARTS FOR FORD AUTOMOBILES AND TRUCKS

DATE SUBMITTED: 02-24-2011

VENDOR NAME: Sam Galloway Ford

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

(1.) FORD MOTOR COMPANY DEALER NET COST PLUS 10 %

(2.) MOTORCRAFT PARTS DEALER NET COST PLUS 10 %

NOTE: THE FINAL PRICE FOR A PART OR PARTS SHALL INCLUDE DELIVERY CHARGES WITH ONE EXCEPTION AS NOTED ON PAGE 15 ITEM NUMBER FOUR.

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES _____ NO X _____

TO BE STARTED WITHIN Same day CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: Sam Galloway Ford

BY (Printed): KENNETH STEWART

BY (Signature): Kenneth Stewart

TITLE: Parts Director

FEDERAL ID # OR S.S.# 590329880

ADDRESS: 1800 Bay Scout Dr.

Fort Myers FL 33907

PHONE NO.: (239) 936-2963

FAX NO.: (239) 274-2420

CELLULAR PHONE/PAGER NO.: (239) 822-0448

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 46-8012437359-0

E-MAIL ADDRESS: Kstewart@GallowayAuto.com

REVISED: 4/16/10

1. On the shelf parts shall be delivered the same day, as ordered. All orders placed up until 3:00 p.m. shall be delivered within 2 hours from the time of the order placement (that same day).
2. Manufacturer regional warehouse items shall be delivered the same day they are received by the vendor, freight included.
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. 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. Priority orders shall be either drop shipped directly to Fleet Management or delivered within 2 hours from the time they are received by the vendor.

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

PRICING & INVOICING

Vendors shall quote parts based on the Ford Motor Company/Motorcraft dealer net cost plus mark up 10 %.

NOTE: THE SALES PRICE SHALL BE BASED ON FORD MOTOR COMPANY/MOTORCRAFT DEALER NET COST PLUS A MARKUP. ALL REBATES, VOLUME DISCOUNTS, FLEET ALLOWANCES, ETC. SHALL BE INCLUDED IN THE PRICE QUOTED.

As a requirement of the quote the awarded vendor shall, at no cost to Lee County, provide two current Ford Motor Company/Motorcraft Dealer Cost Pricing Lists; one (1) for Fleet and one (1) for Finance. Fleet and Finance require that the price guides be supplied on either CD or DVD media. Dealer cost lists must be provided to verify the cost of parts and for prepayment audit. Prices will be allowed to change, but only as the dealer net cost price list changes, and only after the new cost price lists are provided to both Fleet and Finance.

All invoices should include as a minimum the following information; quote number, manufacturer, manufacturer part number, current dealer cost, mark up and the final cost of the item. **A sample of your invoice may be required to insure vendor compliance with quote requirements for invoicing.**

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: IW110148 PROJECT NAME: FORD OEM Repair Parts

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Sam Galloway Ford
Kenneth Stewart Parts Director
Signature Title

Date 2/05/2011

STATE OF Florida
COUNTY OF Lee

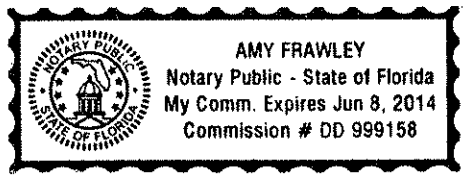
The foregoing instrument was signed and acknowledged before me this 5th day of Feb, 2011, by Kenneth Stewart who has produced

(Print or Type Name)
FL DL # S363519670580 as identification.
(Type of Identification and Number)

Amy Frawley
Notary Public Signature

Amy Frawley
Printed Name of Notary Public

DD 999158 6/8/14
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. Affidavit Certification Immigration Signed and Notarized
- 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398	1825 Hendry St 3 rd Floor
or	Ft. Myers, FL 33901
Ft. Myers, FL 33902-0398	
- 13. The mailing envelope **MUST** be sealed and marked with:
 - Quote Number
 - Opening Date and/or Receiving Date
- 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 15. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 - _____ Do not offer this product _____ Insufficient time to respond.
 - _____ Unable to meet specifications (why)
 - _____ Unable to meet bond or insurance requirement.
 - Other: _____

Company Name and Address:
Sam Galloway Ford
1800 Balfour Dr.



Certificate of Registration

DR-11
R. 01/11

Issued Pursuant to Chapter 212, Florida Statutes

46-8012437359-0	10/01/69	10/01/69	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

SAM GALLOWAY FORD INC.
1800 BOY SCOUT DR
FORT MYERS, FL 33907-2113

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.


POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
(DETACH AND POST IN A CONSPICUOUS PLACE)**



**REFER TO THE BACK OF THIS SECTION FOR
SPECIFIC INFORMATION REGARDING YOUR
COUNTY'S TAX RATES.**

THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX
 Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.



DR-11R, R. 10/10



2011 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 01/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2011

<u>Business Name and Location Address</u>	<u>Registration Effective Date</u>	<u>Certificate Number</u>
SAM GALLOWAY FORD INC. 1800 BOY SCOUT DR FORT MYERS, FL 33907-2113	10/01/69	46-8012437359-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____ (Insert name of seller on photocopy) (date) Presented by:  (date)
 (date) (date) (date) (date)

Return Policy

All parts returned within twelve (12) months of purchase date will be refunded at last purchase price. All returned parts are required to be in original packaging and in saleable condition.

An employee of Galloway Ford will conduct an inventory evaluation every six (6) months to control obsolescence.

WARRANTY & POLICY MANUAL

SECTION 3 – WARRANTY COVERAGES SERVICE PARTS WARRANTY COVERAGE

SERVICE PARTS WARRANTY (SPW) COVERAGE

Service Parts and Accessories Introduction

This section explains the policies, procedures, and warranty coverage on Ford and Motorcraft branded parts and accessories. The Motorcraft battery policies, procedures, and warranties are identified in Section 3 (see Battery Coverage). This section also includes:

- A warranty statement outlining Ford's parts and accessories warranty to dealers, and
- A warranty statement that dealers may use to convey a dealer-to-customer service parts and accessories warranty.

The Company will repair or replace any properly installed new Ford or Ford remanufactured part or accessory found to be defective in factory-supplied material or workmanship during the service parts or accessory warranty or during the New Vehicle Limited Warranty. In addition, the Company will repair or replace any components damaged by the defective part or accessory.

If the failure of a covered part directly causes a related part to fail, then both failures are covered. The cause of failure of the related part must be noted on the Service Parts Warranty claim. Dealers are cautioned to exercise sound judgment and provide clear documentation when claiming reimbursement for related failures.

IMPORTANT: When a service part or accessory fails and is replaced or exchanged under Service Parts Warranty, the replacement part or accessory assumes only the remaining, unexpired portion of the warranty on the original replacement part or accessory. The warranty period does not start over.

SPW Coverage for Parts Replaced at Company Expense

Parts replaced at Company expense (e.g., Customer Satisfaction Programs, Special Service Instructions, Field Service Actions (FSA), or Customer Loyalty Plan) are covered under the applicable Service Parts Warranty or the remaining portion of the New Vehicle Limited Warranty (if any), whichever is greater.

Ford, Lincoln, Mercury, THINK Cars & Light Trucks: The parts and accessories warranty is:

– Dealer-Installed

- 12 months / 12,000 miles, whichever occurs first, or
- The remaining portion of the Ford New Vehicle Limited Warranty, whichever is greater, or
- A greater warranty period listed under Unique Service Parts and Accessories in this section.

– Sold Over-the-Counter

- 12 months / 12,000 miles, whichever occurs first, or
- A greater warranty period listed under Unique Service Parts and Accessories in this section.