

FIRST AMENDMENT OF THE AGREEMENT FOR PARTS AND
REPAIR SERVICE FOR SPRINTERS WITH MERCEDES ENGINES

THIS FIRST AMENDMENT OF THE AGREEMENT FOR PARTS AND REPAIR SERVICE FOR SPRINTERS WITH MERCEDES ENGINES is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Naples North, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement to purchase service and repair of Sprinters with Mercedes engines, as well as original equipment manufacturer (OEM) parts, accessories, tools, and lubricants for warranty repairs through Solicitation No. B200483MIF with Vendor on the 28th day of April, 2021 ("Agreement "); and,

WHEREAS, it was discovered after the execution of the Agreement that the County needed additional products added to the Exhibit B. Fee Schedule; and,


WHEREAS, the Parties desire to modify the Agreement, to add the additional products, pursuant to Article XV. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the following Fee Schedule shall supersede the existing Fee Schedule in Exhibit B of the Agreement:

[Remainder of the page left intentionally blank.]

Form 1a – Bid/Proposal Form

 LEE COUNTY SOUTHWEST FLORIDA		PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/PROPOSAL FORM</u>
COMPANY NAME:		Naples North LLC dba Mercedes Benz of Bonita Springs
SOLICITATION:		B200483MIF, Parts and Repair Service for Sprinters with Mercedes Engines
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications. The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award. Vendor shall completed form where requested (Percentage, Hourly Rate, & Pricing Sections). This form may not modified by Vendor. Modifications or additions to form may result in Vendor being deemed Non-Responsive.</p>		
<i>PARTS AND REPAIR SERVICES FOR SPRINTERS WITH MERCEDES ENGINE</i>		
<i>PERCENTAGE DISCOUNT</i>		
NEW PARTS		
BLANKET PERCENTAGE OFF CATALOG OR LIST PRICE	PERCENTAGE %	
Percentage off all OEM parts provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	25%	
Percentage off all OEM accessories provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	25%	
Percentage off all OEM tools provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	COST	
Percentage off all OEM lubricants provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	14%	
REBUILT PARTS		
BLANKET PERCENTAGE OFF CATALOG OR LIST PRICE	PERCENTAGE %	
Percentage off all rebuilt parts provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	12%	
Percentage off all rebuilt accessories provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	12%	
Percentage off all rebuilt tools provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	12%	
Percentage off all rebuilt lubricants provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	12%	
<i>HOURLY RATE</i>		
HOURLY LABOR RATE	HOURLY RATE \$	
Hourly labor rate for repair work	\$120.00	
Hourly rate for mobile onsite diagnostic work	\$140.00	

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

WITNESS:

NAPLES NORTH, LLC

Signed By: Deanna Bennett

Signed By: [Signature]

Print Name: Deanna Bennett

Print Name: Ralph Mesa

Title: C.M.

Date: 9/14/2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

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

DATE: 11-17-21

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY