

**AGREEMENT FOR PARTS AND REPAIR SERVICE
FOR SPRINTERS WITH MERCEDES ENGINES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and SAI Fort Myers M, LLC, a limited liability company, whose address is 15461 S. Tamiami Trail, Fort Myers, FL 33908, and whose federal tax identification number is 59-3535971, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase service and repair of approximately forty-seven Sprinters with Mercedes engines, as well as original equipment manufacturer (OEM) parts, accessories, tools, and lubricants for warranty repairs from the Vendor in connection with "Parts and Repair Service for Sprinters with Mercedes Engines" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200483MIF on November 20, 2020 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on February 3, 2021; 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:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications and Special Conditions Sections of B200483MIF, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200483MIF, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of the renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. 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 the Solicitation, 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 non-appropriation 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 (30) 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.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, 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 County 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.

V. 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.

VI. 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.

VII. 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 or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. 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 Section 119.0701, Florida Statutes, 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) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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, PRRCustodian@leegov.com; <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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. 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.

X. 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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. 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.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) 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 sub-

contracts 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.

XIII. 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 a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. 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.

XV. 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 provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and 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 failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. 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.
- F. 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.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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:	<u>Brian Hayes</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Service Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>15461 S. Tamiami Trail</u> <u>Fort Myers, FL 33908</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-433-8302</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-985-8234</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>brian.hayes@mercedesoffortmyers.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

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

WITNESS:

Signed By: AB
Print Name: April Bonhoff

SAI FORT MYERS M, LLC

Signed By: [Signature]
Print Name: HEATH BIRD
Title: CHIEF FINANCIAL OFFICER
Date: 3/22/2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Vice CHAIR

DATE: 4-28-21

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A DETAILED SPECIFICATIONS

VEP 8/24/2023

DETAILED SPECIFICATIONS PARTS AND REPAIR SERVICE FOR SPRINTERS WITH MERCEDES ENGINES

1. GENERAL SCOPE OF WORK

1.1 The Lee County Board of County Commissioners seeks to contract with qualified Vendor to provide service and repair of approximately forty Sprinters with Mercedes engines, as well as original equipment manufacturer (OEM) parts, accessories, tools, and lubricants for warranty repairs.

2. AUTHORIZED DEALERS

2.1 The County will accept proposals from Authorized Sprinter dealers who are located in Lee, Charlotte, and Calhoun County and that supply needed OEM parts, accessories, tools, and lubricants for warranty repairs. The Vendor must own or lease and operate an OEM Xentry diagnostic scanner.

3. VENDOR PERFORMANCE

3.1 Vendor shall maintain an acceptable level of satisfactory service throughout the duration of the Agreement, inclusive of any renewals. To ensure the security of this level of performance, the County reserves the right to withhold any monies owed to Vendor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by the County.

3.2 Reason for any withholdings will be provided to the Vendor in writing, along with an acceptable timeframe the Vendor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the timeframe allocated by the ordering department or its designee, then the Agreement may be terminated.

3.3 Furthermore, the County has the right to subcontract any costs incurred to the County from the invoices or monies owed due to the unsatisfactory performance of Vendor. The withholding of any monies and the subtraction of cost/fees incurred will be used at the discretion of the County. If no monies are owed to a Vendor and performance levels are below satisfactory then the County may proceed with termination of the Agreement.

4. DISCOUNT PRICING

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

4.1.1 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.

4.2 Discounts 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 off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.

4.3 Vendor shall be responsible for all return shipping and freight charges for any received damaged parts, replacements and/or returns due to Vendor error.

5. PRICING

5.1 Vendor shall submit pricing for the following:

- Hourly labor rate for repair work
- Hourly labor rate for mobile onsite diagnostic service
- The percent discount off 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.

5.2 The labor rates bid shall be firm and will not vary during the initial term on the Agreement. If a price increase is requested by the Vendor at 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.

6. WARRANTY

6.1 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.

6.2 The Vendor shall provide 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.

7. INVOICING

7.1 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 Discount
- Total Parts Cost

7.2 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

8. SERVICE RATE CHANGES

8.1 The labor rates bid shall be firm and will not vary during the initial year of the agreement. However, if 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 of 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.

9. REPAIR SERVICE

9.1 Repairs shall begin within two business days following the delivery of vehicle for repairs. Repairs shall be completed within a timely manner and in accordance with industry standards.

9.2 Expected or extended delays shall be communicated to and approved by Lee County Fleet Management.

9.3 At time of delivery, the Vendor shall provide an estimated time of repair.

9.4 Vendor shall communicate any additional repair needs or delays with parts or service to Lee County Fleet management in a timely manner. Additional repairs must be approved by Lee County Fleet Management prior to performing the repairs.

9.5 Delivery and pickup of all vehicles requiring repair shall be coordinated between Lee County Fleet Management and the Vendor.

9.6 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.

9.7 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.

10. DELIVERY

10.1 Parts shall be delivered F.O.B. to the following locations listed herein, or as directed at 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 Tice Street, Fort Myers, FL 33965

10.2 The Vendor shall make provision for four (4) delivery situations:

10.2.1 All orders placed by 12:00 PM for on the shelf parts shall be delivered the same day.

10.2.2 Manufacturer regional warehouse items shall be delivered after receipt by Vendor, freight included, on next working day.

10.2.3 Factory back-ordered parts shall be delivered the same day they are received by Vendor.

10.2.4 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 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 time of invoicing. Additional markup on these items shall not be allowed.

11. GENERAL INFORMATION

11.1 All parts, accessories, tools, and lubricants shall be new and unused of the highest grade and workmanship, and in the original packaging.

11.2 Authorized factory remanufactured parts are acceptable with prior approval from the County for each purchase.

11.3 Parts, accessories, tools, and lubricants which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval from the County.

11.4 Upon notification from Lee County Fleet Management, the Vendor shall take back all parts, accessories, tools, and lubricants rejected by the County as defective, unsound, improper, or in any way failing to conform to the requirements of the Agreement.

11.5 Items shipped in excess of quantity ordered may be returned at Vendor's expense. If the Vendor does not arrange for pickup/disposal within sixty (60) days after notification, the items may be added to the County's inventory with no charge to the County or disposed of at the County's discretion.

11.6 The Vendor shall agree to accept "new condition" and/or "obsolete" parts, accessories, tools, and lubricants for return without a restocking fee, allow regular return of cores and defects for credit, and replace all defective parts without a restocking fee to the County.

11.7 All parts, accessories, tools, and lubricants returned for credit, shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time will a part be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.

11.8 Parts with cores shall receive Vendor core credit.

11.9 Upon the request of the Lee County Fleet Management, the Vendor shall provide a report indicating dollar amounts and purchases for a specific period. At a minimum, the report shall include:

- Number of orders and relevant order numbers
- Invoice number
- Manufacturer part name and number
- Total Amount

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions of the Scope of Work.

1. TERM

- 1.1 The Vendor shall be responsible for furnishing and delivering to the County the commodity or services on an as needed basis for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

- 2.1 The County's intent is to award to a pool of Vendors that are Responsive, Responsible, and meet the County requirements and specifications. The County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency.
- 2.2 The County intends to utilize the lowest priced Vendor for parts and/or service repair first and if the lowest price Vendor is not able to provide the parts and/or service repair in a timely manner, the County may utilize the next lowest Vendor, at the sole discretion of the County.

3. SURCHARGE

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

4. ESTIMATED EXPENDITURE

- 4.1 Expenditures have been estimated at \$200,000.00 annually. This figure is given strictly as an estimate for Vendor bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this Agreement. The County is not obligated to place any order with Vendor as no work is guaranteed. Agreement is intended to only guarantee a specific source of supply for the County.

End of Special Conditions Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: December 9, 2020

Solicitation No.: B200483MIF

Solicitation Name: Parts and Repair Service for Sprinters with Mercedes Engines

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded phrases or sentences represent additions to the original solicitation.

1. ARTICLE REVISIONS:

ESTIMATED EXPENDITURE: The Estimated Expenditure specification as found within Article 4.1 shall be revised to remove the first sentence and replaced with the following:

- 4.1 Expenditures have been estimated at \$500,000.00 annually. This figure is given strictly as an estimate for Vendor bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this Agreement. The County is not obligated to place any order with Vendor as no work is guaranteed. Agreement is intended to only guarantee a specific source of supply for the County.

GENERAL SCOPE OF WORK: The General Scope of Work specification as found within Article 1.1 shall be deleted in its entirety and replaced with the following:

- 1.1 The Lee County Board of County Commissioners seeks to contract with qualified Vendor to provide service and repair of approximately forty-seven Sprinters with Mercedes engines, as well as original equipment manufacturer (OEM) parts, accessories, tools, and lubricants for warranty repairs.

PRICING: The bullet point Pricing specifications as found within Article 5.1 shall add a fourth bullet point with the following:

- 5.1 Vendor shall submit pricing for the following:
- Hourly labor rate for repair work
 - Hourly labor rate for mobile onsite diagnostic service
 - i. Hourly rate for mobile onsite diagnostic services shall be fully loaded and as such shall additionally include travel time and mileage from Vendor office location to requested job location within the boundaries of Lee County, FL.
 - The percent discount off 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.

REPAIR SERVICE: The Repair Service specification as found within Article 9.5 shall be deleted in its entirety:

- 9.5 Delivery and pickup of all vehicles requiring repair shall be coordinated between Lee County Fleet Management and the Vendor.

2. QUESTIONS/ANSWERS

1.	<p>In the new bid document on Page 24, the Bid/Proposal Form/ still has insufficient space to allow for the full list of discounts we would wish to use for OEM lubricants and there does not appear to be a way of successfully integrating our SDS Machine list into the bid document.</p> <p>My question is this: how can we incorporate all this information into the overall bid/proposal and still stay within the guidelines which state that no alterations are to be made to the bid/proposal sheet?</p>
Answer	<p>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. The Vendor shall complete the Form 1a - Bid/Proposal Form.</p> <p>The County is requesting a singular percentage off all OEM lubricants provided by the Vendor. This percentage shall apply to all manufacturers available through Vendor.</p> <p>Proposing Vendors are requested to provide catalog details were indicated on the Bid/Proposal Form and may attach additional lists as necessary. However, there shall be only one percentage offered to cover all OEM lubricants as described within the solicitation documents.</p>


BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Miguel Flores
 Procurement Analyst
 Procurement Analyst Direct Line: 239-533-8835
 Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

Form 1a – Bid/Proposal Form

 <p>LEE COUNTY SOUTHWEST FLORIDA</p>	<p>PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/PROPOSAL FORM</u></p>
<p>COMPANY NAME: Mercedes Benz of Fort Myers</p>	
<p>SOLICITATION: B200483MIF, Parts and Repair Service for Sprinters with Mercedes Engines</p>	
<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>	
<p><i>PARTS AND REPAIR SERVICES FOR SPRINTERS WITH MERCEDES ENGINE</i></p>	
<p><i>PERCENTAGE DISCOUNT</i></p>	
<p>BLANKET PERCENTAGE OFF CATALOG OR LIST PRICE</p>	<p>PERCENTAGE %</p>
Percentage off all OEM parts provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	30%
Percentage off all OEM accessories provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	30%
Percentage off all OEM tools provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	30%
Percentage off all OEM lubricants provided by Vendor. Percentage off MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.	30%
<p><i>HOURLY RATE</i></p>	
<p>HOURLY LABOR RATE</p>	<p>HOURLY RATE \$</p>
Hourly labor rate for repair work	\$125.00
Hourly rate for mobile onsite diagnostic work	\$125.00

PRICING:

As 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 please indicate below what method manufacturer pricing may be verified with your company.

- 1) Web-Based Catalog Price: None
Write website address
- 2) Trade Services Price Schedule: None (Attach as necessary)
Indicate how to be accessed (print, CD, Link, other)
- 3) Established Manufacturer Price List: See Attached (Attach as necessary)
Indicate how to be accessed (print, CD, link, other)



Mercedes-Benz
of Ft Myers

To whom It may concern:

Mercedes Benz of Fort Myers does not have a way of listing out all pricing for all Mercedes Benz parts. Mercedes Benz USA does not support the dealers with having a website for vendors to verify pricing. Mercedes Benz USA also changes pricing without any warning. This can happen at any time of the month. Mercedes Benz of Fort Myers will provide any estimate at the agreed upon rates provided on Form 1a at any time by calling or emailing the request for any pricing in question. Please reach out with any questions to Brian Hayes (Service Manager) or Jose Rondon (Parts Manager) at 239-433-8302.

Thank you.

Brian Hayes

Service Manager

Mercedes Benz of Fort Myers

Mercedes-Benz of Fort Myers
15461 South Tamiami Trail
Fort Myers, FL 33966
(239) 433-8300
www.mercedesoffortmyers.com

EXHIBIT C INSURANCE REQUIREMENTS

12/16/2016 10:00 AM

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL), or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - 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:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. 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."*

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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 contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Revised 03/19/2018 -- Page 2 of 2

End of Insurance Guide Section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**


Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 3.22.21

STATE OF FL
COUNTY OF Lee



Signature
HERTA BYRD/CIO

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 22 day of March, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____.

[Stamp/seal required]



Signature, Notary Public

