



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: IW100167

OPEN DATE: MARCH 18, 2010

AND TIME: 2:30 P.M.

PRE-BID DATE: MARCH 3, 2010

AND TIME: 10:00 A.M.

LOCATION: LEE COUNTY PURCHASING  
1825 HENDRY ST., 3<sup>RD</sup> FL  
FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

**TITLE:**

## **NEW HOLLAND OEM REPAIR PARTS**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**  
P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: JODI BENNETT  
PHONE NO.: (239) 533-5450  
EMAIL: [jbennett@leegov.com](mailto:jbennett@leegov.com)

**GENERAL CONDITIONS**



LEE COUNTY  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes  
District One

A. Brian Bigelow  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

Frank Mann  
District Five

Karen B. Hawes  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

March 3, 2010

Quotation No.: IW100167

LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
NEW HOLLAND REPAIR PARTS

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM ON PAGE 10 OF THE QUOTE PACKAGE.**

The original specifications and other contract documents are amended as noted below:

The following is offered as a clarification for quoters:

It is the intent of Lee County Fleet Management to acquire only New Holland  
**AGRICULTURAL** repair parts under this quote (there is currently no need or plan to  
purchase New Holland construction repair parts via this quote.)

If there are any questions regarding this addendum, please contact Jodi Bennett at 239-533-  
5450.

DIVISION OF PURCHASING

Jodi Bennett  
Buyer

cc: Marilyn Rawlings/Fleet  
Janet Sherman/Fleet

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 533-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Quote"
  2. Name of the firm submitting the quotation
  3. Title of the quotation
  4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  1. The original consisting of the Lee County quote forms completed and signed.
  2. A copy of the original quote forms for the Purchasing Director.
  3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services 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 seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

9. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

10. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

11. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

12. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

13. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to



ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

16. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

18. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

19. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

21. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually

or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

22. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR NEW HOLLAND OEM REPAIR PARTS


DATE SUBMITTED: March 18, 2010

VENDOR NAME: Creel Tractor Co.

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:

  
\_\_\_\_\_

NEW HOLLAND MANUFACTURER LIST LESS 10 % OFF

16% on returnable current parts

RE-STOCKING FEE: 10% on obsolete parts % \*\*NOTE\*\*

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

YES X NO \_\_\_\_\_

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

\*\*PARTS RETURN NOTE\*\*

Creel Tractor does monthly parts returns to New Holland. Minimum parts return review done on obsolete parts quarterly.\*\*

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:

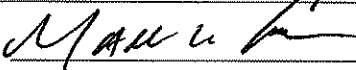
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

BY (Printed): Mark H. Creel

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 59-1381916

ADDRESS: 3771 Palm Beach Blvd.  
Ft. Myers, FL 33916

PHONE NO.: 239-694-2185

FAX NO.: 239-694-6059

CELLULAR PHONE/PAGER NO.: 239-633-8198

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 6105040

E-MAIL ADDRESS: mark@creeltractor.com

REVISED: 3/1/07

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
NEW HOLLAND OEM REPAIR PARTS**

SCOPE

The intent of this quote is to establish a contract for the purchase of New Holland OEM repair parts, on an as-needed basis, for Lee County Fleet Management.

Quotes will be considered only from vendors normally engaged in this business who stock and can offer the full New Holland parts line.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to New Holland OEM parts, in the event of major breakdowns or natural disasters.

TERM OF QUOTE

This quote shall be in effect for one year. This quote (or any portion thereof) has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

CONTACT PERSON

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

BASIS OF AWARD

The basis of the award for this quote will be the quoter meeting specifications who offers the highest percentage discount off of New Holland Manufacturer list prices.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

GENERAL INFORMATION

All parts and supplies covered by this quote shall be original New Holland, new and unused, of the highest grade and workmanship, and in the original packaging.

Quoters shall be authorized by New Holland to sell such parts and should submit a copy of their Dealer Authorization with their quote.

Authorized factory remanufactured parts are acceptable with prior approval from Lee County Fleet Management.

### WARRANTY

All parts shall carry a full factory warranty.

The successful vendor shall provide full factory warranty on all parts furnished, as a result of this quote, against defects in materials and/or workmanship. The warranty shall start on the date of delivery and acceptance by Lee County. A copy of all warranties should be included with the quote.

### DELIVERY

NOTE: The quoted percentage/net price for the part shall include FOB delivery Lee County, Florida as directed. Any premium transportation costs may be billed separately (see item 4 under delivery).

Parts shall be delivered F.O.B. to the rear Parts Room entrance of the Lee County Fleet Management facility, 2955 Van Buren Street, Fort Myers, FL 33916, or as directed.

Fleet Management will accept deliveries Monday through Friday, from 7:30 a.m. until 4:30 p.m.

If your firm is out of the local calling area, it is required that your firm have a toll free number or that collect calls will be accepted, from Lee County, for the placement of orders.

The awarded vendor shall make provision for four delivery situations:

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. Premium transportation costs may be passed to the County at their actual cost (proof of shipping charges will be required in the form of the actual invoice of charges from the freight company – which should be



attached to the vendor's invoice). Additional markup on these items is not allowed.

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.

\*If you are an out of the area vendor; please provide with your quote a delivery schedule you would use for the Fort Myers area; for example, parts delivered daily to Fort Myers between the hours of 10 a.m. and 12 noon; or, deliveries made twice a week on Tuesday and Thursday. Please also state your prior day cut-off time for orders under your delivery scenario.

PRICING & INVOICING

Vendors shall quote the manufacturer's list less a percent.

**NOTE: THE SALES PRICE SHALL BE MANUFACTURER'S LIST LESS THE QUOTED PERCENT ACROSS THE BOARD EQUALLY FOR ALL PARTS. 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 manufacturer price lists (Parts and Accessories Price List for New Holland Dealers); one (1) for Fleet and one (1) for Finance. Fleet and Finance require that the price guides be either on CD-Rom or accessible via an internet link. Price lists must be provided to verify the cost of parts and for prepayment audit. Prices will be allowed to change, but only as the price list changes, and only after the new price lists are provided to Lee County.

Please indicate the format in which this information will be provided (check one – or more, if appropriate):

          X                           CD-Rom

   Internet Link

Invoices shall show the full part name and number, the listed price, the net part price, and the quoted discount percent.

ESTIMATED DOLLAR VOLUME

The estimated expenditure for New Holland OEM repair parts in the next 12 months is approximately \$75,000. However, no minimum amount is guaranteed.

ACCEPTANCE

The material delivered under this quote shall remain the property of the seller until accepted to the satisfaction of the County. The materials are to be in compliance with the terms and specifications herein, and be of the highest quality. 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 seller and return such products to the seller at the seller's expense.

BACKORDERS

Backorders will be allowed at the discretion of the Lee County Parts Manager. Backorders must be held to a minimum. It is expected that 90% of backordered items be shipped within 5 days after receipt of the first order.

RETURN POLICY

Lee County Fleet Management requires the ability to return any and all new and unused New Holland parts to the awarded vendor within 60 calendar days after receipt without a restocking fee.

REQUIRED SUBMITTALS

The following submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

1. Copies of all warranties.
2. Proof of Dealer Authorization to sell New Holland OEM parts.
3. A return program for parts placed into Lee County stock is required. The awarded vendor shall participate in a minimum of a semi-annual review of New Holland OEM parts in the Lee County Fleet Management Parts Room and process obsolete parts for credit. At a minimum, the obsolete parts program/policy offered under this quote shall accept the return of parts from Lee County's inventory for up to 18 months; and have a re-stocking fee that does not exceed 10% on returned obsolete items (indicate your re-stocking fee in the space provided on the Proposal Quote Form). Please explain your firm's policy on the return of obsolete parts.

ATTACHMENT A – ITEMS IN STOCK

Please see Attachment A for a sample list of what Lee County Fleet Management considers to be “fast moving” items that should be kept in stock at all times by the awarded vendor. This list is subject to change at any time over the term of the quote.

COUNTY RESERVES THE RIGHT

Fleet Management reserves the right to obtain any part at any time from any source (other than the awarded vendor) under any circumstances.

REGULAR DEALER

Quotes will be considered only from firms which qualify as a “regular dealer”.

A “regular dealer” means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

ATTACHMENT A

Fast Moving Parts For Lee County Fleet

Required for Stocking

<u>Part #</u>	<u>Quantity</u>
87487344	2
87679494	2
87704248	2
87726675	4
87726699	4
87803192	2
89823545	2
82018373	4
82023238	1
82033107	1
84123428	1
87652087	1
87682999	4
87683000	1
47135041	2
47135703	2
47133721	2
5165615	1
87709785	1

**INSURANCE REQUIREMENTS**

**NOTE:** Your certificate of insurance must meet the following requirements:

**Requirement #1:**

**The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.**

**Requirement #2:**

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

**Requirement #3:**

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*
  - a. **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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
    - \$500,000 per accident
    - \$500,000 disease limit
    - \$500,000 disease limit per employee
  - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. 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:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

***\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.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."***

2. Verification of Coverage:

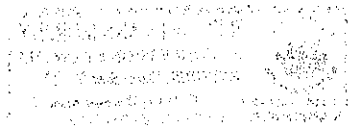
- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"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.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.



AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: 1W100167 PROJECT NAME: New Holland 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: Creel Tractor Co.  
Mark Creel President 3/18/10  
Signature Title Date

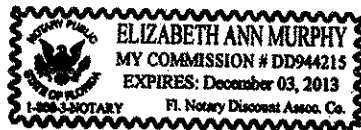
STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 18<sup>th</sup> day of March, 20 10, by Mark Creel who has produced  
(Print or Type Name)  
Personally Known as identification.  
(Type of Identification and Number)

Elizabeth Ann Murphy  
Notary Public Signature

Elizabeth Ann Murphy  
Printed Name of Notary Public

DD944215 / 12/03/13  
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 PURCHASING - 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 2 copies of the quote have been submitted.
- 5. Three (3) 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:
 

<b>MAILING ADDRESS</b>	or	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- 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:  
 Creel Tractor Co.  
3771 Palm Beach Blvd.  
 Ft. Myers, FL 33916



Feb. 9, 2010

Subject: Lee County Purchasing Dept.

To: Chris Jeffcoat, CPPB:

Please be advised that Creel Tractor is the sole source provider of New Holland Agricultural Equipment for Lee County.

This letter also serves to inform that Creel Tractor is the sole source provider of New Holland Parts and Service.

Please contact me with any questions or concerns you may have. Thanks,

Regards,

Jessica Kerstetter  
New Holland Agriculture  
Business Manager (S. Georgia and Florida)  
Phone: 717-799-0160  
Fax: 407-286-0688



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Bob Janes  
District One

A. Brian Bigelow  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

Frank Mann  
District Five

Karen B. Hawes  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**March 3, 2010**

**Quotation No.: IW100167**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
NEW HOLLAND REPAIR PARTS**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM ON PAGE 10 OF THE QUOTE PACKAGE.**

**The original specifications and other contract documents are amended as noted below:**

The following is offered as a clarification for quoters:

It is the intent of Lee County Fleet Management to acquire only New Holland **AGRICULTURAL** repair parts under this quote (there is currently no need or plan to purchase New Holland construction repair parts via this quote.)

If there are any questions regarding this addendum, please contact Jodi Bennett at 239-533-5450.

DIVISION OF PURCHASING

Jodi Bennett  
Buyer

cc: Marilyn Rawlings/Fleet  
Janet Sherman/Fleet

# DEALER POLICY MANUAL - AGRICULTURAL



CHAPTER	SECTION	REV. DATE	PAGE
6 - SERVICE / WARRANTY	2 - WARRANTY POLICIES AND PROCEDURES	Oct-06	1 OF 5
SUBJECT			
5 - SERVICE PARTS WARRANTY			

## SERVICE PARTS WARRANTY

New Holland provides a limited warranty on service parts sold in the United States or Canada. Service parts are warranted for a period of 180 days from date the part is sold to the customer or to the end of the base New Holland equipment warranty, whichever is longer. Warranty for failed service parts is handled by the Service Adjustment Request (SAR) system. Defects found in the manufacturing of inventory parts are handled as Claim type 4 (see 6-4-6 for submission details). Claims for defects found in the material or workmanship of retailed or service installed parts are to be submitted as Claim type 2 (see 6-4-7 for submission details).

### Extended Parts Warranty (Combines & SP Forage Harvesters)

Combine & Self-Propelled Forage Harvester service parts installed by a New Holland dealership as winter work (Nov. 1, thru Apr. 30) are warranted for 180 days beginning May 1, or to the end of the base New Holland equipment warranty, whichever is longer.

### SAR procedures for Combine Extended Parts Warranty.

1. The SAR must be filed following the normal SAR entry procedure.
2. Model and serial number of unit being serviced must be included in the Description of Failure section of the SAR, if it is not entered in the model and serial number fields of the SAR.
3. Work Order number (when original service work was done) must be included in the Repair Order number field
4. Concern, Cause, & Correction for failed part must be included in the Description of Failure section of the SAR
5. Date the combine or SP Forage Harvester went into use after winter service work was performed must be included in the Description of Failure section of the SAR.

### Claim type

- |   |                                      |
|---|--------------------------------------|
| 2 | Defective Service Installed Part*    |
| 3 | Defective Service Installed Battery* |
| 4 | Defective New Parts Stock            |

**Defective Service Installed Parts definition:** Any part that is sold over the parts counter and leaves the dealership OR any part that is not original to the base unit as it left the manufacturing plant.

**Defective New Parts Stock definition:** Parts that were not manufactured to print, or parts that are damaged and non-functional where the damage is not caused by shipping or packaging.

\* Includes labor at a New Holland servicing dealer location for repair or replacement during the warranty period when original installation of the covered part was performed by an authorized New Holland dealer.

# DEALER POLICY MANUAL - AGRICULTURAL



CHAPTER	SECTION		
<b>6 - SERVICE / WARRANTY</b>	<b>2 - WARRANTY POLICIES AND PROCEDURES</b>		
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<b>5 - SERVICE PARTS WARRANTY</b>	<b>Oct-06</b>	<b>2 OF 5</b>	

Service Parts Warranty claims should not be confused with Service Parts Shipping Discrepancies as detailed in the Dealer Policy Manual under Parts. (See 2-8-1) If the Dealer Reason Code is one of the following, use a service parts claim form and direct the form to Service Parts and not warranty:

- 1) Wrong part shipped
- 2) Quantity received greater than quantity invoiced
- 3) Quantity received less than quantity invoiced
- 4) Direct-ship-parts ordered in error
- 5) Ordered in error – not needed when received
- 6) Concealed damage (explain)
- 7) Catalog error
- 8) Direct ship-part supplier error
- 9) Special NH programs – rim & disc exc., etc.
- 10) Other – freight, etc. (explain in comments)

Product	Warranty Period
<b>STANDARD SERVICE PARTS WARRANTY</b>	<b>File claim with New Holland</b>
New Holland service parts without special service parts warranty as stated in New Holland Parts Sales and Marketing Program Guide.	180 days, unlimited hours
<b>NON-STANDARD SERVICE PARTS WARRANTY</b>	<b>File claim with New Holland</b>
<b>NOTE:</b> This list is not all-inclusive.	
Megavolt Electrical Reman – Starters / Alternators / Generators	12 months, unlimited hours

# DEALER POLICY MANUAL - AGRICULTURAL



CHAPTER	SECTION	REV. DATE	PAGE
<b>6 - SERVICE / WARRANTY</b>	<b>2 - WARRANTY POLICIES AND PROCEDURES</b>	<b>Oct-06</b>	<b>3 OF 5</b>
SUBJECT			
<b>5 - SERVICE PARTS WARRANTY</b>			

Product	Warranty Period
<b>NON-STANDARD SERVICE PARTS WARRANTY</b> <b>NOTE: This list is not all-inclusive.</b>	<b>File claim with New Holland</b>
<u>Twine - Plastic Baler and White Net Wrap</u> Plastic twine and white net wrap will be of merchantable quality and will conform to New Holland standard specifications or the purchase price will be refunded. The Warranty Period starts at the time of purchase. The Warranty does not cover economic loss, including lost profits, equipment rental, or other expenses.	12 Months Full Replacement Warranty Applies
<u>Twine - Natural Baler</u> Natural baler twine will be of merchantable quality and will conform to New Holland standard specifications or the purchase price will be refunded. The Warranty Period starts at the time of purchase. The Warranty does not cover economic loss, including lost profits, equipment rental, or other expenses.	12 Months Full Replacement Warranty Applies
<u>Silage Wrap</u> Sunfilm® Silage Wrap will be of merchantable quality and will conform to New Holland standard specifications or the purchase price will be refunded. The Warranty Period starts at the time of purchase. The Warranty does not cover economic loss, including lost profits, equipment rental, or other expenses.	12 Months Full Replacement Warranty Applies

# DEALER POLICY MANUAL - AGRICULTURAL



CHAPTER	SECTION		
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Product	Warranty Period
<b>NON-STANDARD SERVICE PARTS WARRANTY</b>	<b>File claim with Supplier</b>
SRC Replacement Level Engines	24 months, unlimited hours
SRC Fuel systems components and Turbocharger on Replacement Level Engines	12 months, unlimited hours
SRC Basic Level Long Block Engines – Damage, due to defective non-SRC fuel systems components is not covered	12 months, unlimited hours
SRC Fuel kits and Components (Parts only)	6 months, unlimited hours

## Springfield Remanufacturing Corp. (SRC)

SRC warrants its products sold to be free from defects in material and workmanship. The terms and restrictions of this warranty apply when the product receives normal use and service. Coverage includes parts reimbursement for the repair or replacement of the defective SRC product. Labor will be reimbursed at the Dealer shop rate per New Holland Repair Time Schedule. Labor is covered only when an authorized New Holland Dealer performs the warranty repair or replacement. Labor is not covered under the component warranty. This warranty is subject to the following provisions: During the appropriate coverage period after purchase by the initial user, SRC will authorize repair or replacement, whichever it elects, of any SRC remanufactured product which is found, upon inspection by SRC personnel, to be defective in material or workmanship. Replacement of the product or repair parts will be provided by SRC to the New Holland Dealer. The SRC product is warranted starting on the date of installation by an authorized New Holland Dealer or on the date of purchase for customer installed product. Prior to major disassembly, the New Holland Dealer will attempt to determine the extent and apparent cause of suspect failure using OEM service diagnostic procedures. The authority to repair or replace the suspect product must first be obtained from SRC, Warranty Administration at 800-327-2253. After normal business hours, 7:00 AM to 4:00 PM Central Standard Time, a message will be taken by voice mail. For more detailed warranty information see:

<http://www.screman.com/warranty.pdf>

# DEALER POLICY MANUAL - AGRICULTURAL



CHAPTER	SECTION		
6 - SERVICE / WARRANTY	2 - WARRANTY POLICIES AND PROCEDURES		
SUBJECT	REV. DATE	PAGE	
5 - SERVICE PARTS WARRANTY	Oct-06	5 OF 5	

## IRRIGATION POWER UNITS

New Holland carries a special two-year warranty on irrigation power units sold through Service Parts. All warranty claims against irrigation power units should be filed as claim type 2 – Defective Service Installed Parts. The original service parts date of sale of the irrigation power unit must be used as the prior service installed repair date. The original sales invoice number is the prior repair order number. Please note the following in the description of failure: "IRRIGATION POWER UNIT – Special Two-Year Warranty Applies". The two-year warranty period shall begin on the date of sale through service parts and end two years later. If a second failure occurs on the same part, the warranty term on that part is the normal six month parts warranty or to the end of the original two year warranty period.