

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-050473 Annual Purchase of Alamo OEM Repair Parts for Fleet Management, to the low quoter meeting specifications (with the application of the Local Vendor Preference), Creel Tractor Co., at the discount as listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County. Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Fleet estimates expending approximately \$100,000 annually for Alamo parts.

2. WHAT ACTION ACCOMPLISHES: Allows Fleet to continue to buy Alamo parts for County equipment.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>6 C6F</u>		5. Meeting Date: <u>06-21-2005</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department _____ Division <u>Fleet Management</u> By: <u>Marilyn Rawlings, Fleet Mgr.</u>

9. Background: On May 24, 2005, the Division of Purchasing received sealed quotations for the annual purchase of Alamo OEM parts for Fleet Management. On that date, three responses were received; of which one was a no bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Creel Tractor Co. as the low quoter (with the application of the Local Vendor Preference) meeting all specification requirements.

Funding is available: JB5191059400.504635

Please See Attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Creel Tractor Co. Quotation
- (4) Department's Recommendation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i> 5-27-05			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 6/8	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: _____

Time: _____

Forwarded To: _____

RECEIVED BY *[Signature]*

COUNTY ADMIN

6-7-05

8:30

COUNTY ADMIN

FORWARDED TO: *[Signature]*

6/9/05

3:21

FORMAL QUOTATION #Q-050473 OPENING DATE: May 24, 2005 BUYER: BOB FRANCESCHINI	LEE COUNTY, FLORIDA TABULATION SHEET FOR ALAMO OEM REPAIR PARTS
VENDORS	MENZI USA SALES INC CREEL TRACTOR COMPANY
ADDENDA ACKNOWLEDGED	N/A N/A
ALAMO MANUFACTURER LIST LESS _____ % OFF	10% 8%
DELIVER YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?	NO YES
DELIVERED WITHIN CALENDAR DAYS:	1 30
LOCAL VENDOR PREFERENCE:	YES* YES
MODIFICATIONS:	NO NO
QUOTE SIGNED?	YES YES
MEETS SPECIFICATIONS:	YES YES
OCCUPATIONAL LICENSE	N/A 615040
THREE COPIES PROVIDED	YES YES
SUBMITTALS	YES YES
NO BIDS	
JD DISTRIBUTING	
*VENDOR CLAIMED LOCAL VENDOR PREFERENCE; BUT DID NOT QUALIFY FOR IT.	
POSTING TIME/DATE	
FROM: / /	
UNTIL: / /	
BY:	



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-050473

OPEN DATE: MAY 24, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: NONE

AND TIME: N/A

LOCATION: N/A

REQUEST FOR QUOTATIONS

TITLE:

ALAMO 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 3rd Floor
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

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) 344-5450.

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 quotes 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 quote, 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.

- a. Occupational License – 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 license 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. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (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.

7. **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.

8. **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.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy 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.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **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.

12. **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.

13. **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.

14. **MISCELLANEOUS**

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

15. **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.

16. **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.

17. **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 insure 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 insure 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.

18. **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 Statues.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 ALAMO OEM REPAIR PARTS**

DATE SUBMITTED: _____

VENDOR NAME: _____

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:

ALAMO MANUFACTURER LIST LESS _____% OFF

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

YES _____ NO _____

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

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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 _____

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 MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
ALAMO OEM REPAIR PARTS**

SCOPE

The intent of this quote is to establish a contract for the purchase of Alamo 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 Alamo 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 Alamo OEM parts, in the event of major breakdowns or natural disasters.

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote 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 Alamo 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 Alamo, new and unused, of the highest grade and workmanship, and in the original packaging.

Quoters shall be authorized by Alamo to sell such parts and shall submit a copy of their Dealer Authorization.

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 shall 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 Saturday, from 7:00 a.m. until 5:30 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 (Waybill number listed on 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 Alamo Dealers); one (1) for Fleet and one (1) for Finance. Fleet requires that the price guides be printed copy and Finance prefers computer readable media, but will accept printed copy. 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.

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 Alamo OEM repair parts in the next 12 months is approximately \$100,000. 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 Alamo 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 Alamo 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 Alamo OEM parts in the Lee County Fleet Management Parts Room and prepare obsolete parts for return/credit. Please explain your firm's policy on the return of obsolete parts.
4. Please explain your firm's policy on the return of parts older than 60 calendar days but less than 1 year. Any restocking and freight charges should be detailed in this explanation.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____

No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

INSURANCE GUIDE

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

Requirement #3 :

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

1. Insurance Requirements: ***These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.***

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 broad form property damage 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. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. 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.

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. The mailing envelope has been addressed to:

MAILING ADDRESS		PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398	or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901

- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

- 13. 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.)

- 14. 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:

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ALAMO OEM REPAIR PARTS**

DATE SUBMITTED: May 24, 2005

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:

ALAMO MANUFACTURER LIST LESS 8 % OFF

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

YES X NO _____

TO BE STARTED WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes X No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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

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 MATERIAL (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 OCCUPATIONAL LICENSE NUMBER: 615040

E-MAIL ADDRESS: mark@creeltractor.com

REVISED: 7/28/00

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN
LEE COUNTY (Only complete Part A if your principal place of business is
located within the boundaries of Lee County)

1. **What is the physical location of your principal place of business that is
located within the boundaries of Lee County, Florida?**

Creel Tractor Co.

3771 Palm Beach Blvd. Ft. Myers, FL 33916

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

Creel Tractor property size approx. 4.0 acres and 17,000

square feet of buildings

**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED
WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL
LOCATION WITHIN LEE COUNTY (Please complete this section.)**

1. How many employees are available to service this contract? _____
-

2. Describe the types and amount of equipment you have available to
service this contract.
-
-
-

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

Alamo \$55,000.00	Kubota \$55,000.00
New Holland \$350,000.00	Interstate \$3,000.00
Bush Hog \$30,000.00	

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes X No

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Creel Tractor Co. started doing business with Lee County in 1973
under Creel Ford Tractor. In 1999 we changed our name to Creel
Tractor Co. We have a Alamo dealer agreement to sell, service genuine
parts, subassemblies, components and accessories for Lee, Collier,
Charlotte, DeSoto, Glades and Hendry counties. Creel Tractor Co.
is a full line dealership. Five employees for parts, thirty-two
total employees to service this account.



POLICY STATEMENT

SUBJECT: Genuine "Original Equipment Manufacturer" (OEM) Parts

DATE: Effective January 1, 2005

Product Liability Claims

"Will-Fit" parts have proven to be the cause or a factor in a high percentage of our product liability claims. Our USA cost of product liability insurance, defense and Company out-of-pocket settlements can exceed \$1 million each year.

This cost is in addition to an even greater expense associated with the largest product and safety engineering effort in the mowing equipment industry. The "Will-Fit" or "Might-Fit" parts do not and can not measure up to our standards. Independent lab tests have proven this fact to us over and over again. Little differences in parts specifications make a huge difference in safety, reliability, downtime, and overall total ownership costs.

Because of these issues, we have a concerted effort to recover our costs from anyone involved in the manufacture or sale of non-OEM parts for our equipment which are implicated in any product liability case.

Informing Our Customers

When purchasing parts from an authorized dealer, customers expect, unless they are informed clearly to the contrary, that the purchased parts are genuine OEM parts. It is clearly an illegal, deceptive trade practice when a "Will-Fit" part is delivered or sold without complete disclosure to the purchaser. Our company will not be a party to such a plainly unethical practice.

Warranty Policy

Our Company's policy is, and has always been, that OEM parts must be used for warranty repairs. Also, warranty claims are frequently received for failed "Will-Fit" components, and "Will-Fit" components are involved, as a cause, in a large number of warranty claims against the equipment on which they have been installed.

All warranty claims must be submitted within an acceptable time frame and no later than December 7, 2005, for review in 2005. All defective paint claims must be accompanied by before and after pictures of the unit. The parts warranty is 90 days from the end-users invoice date. The warranty is for parts only, no labor.



May 19, 2005

REF: CREEL TRACTOR COMPANY

TO: WHOEM IT MAY CONCERN

As the leading manufacturer of specialized vegetation management equipment, Alamo Industrial has strict guidelines for its dealer organization. A dealer must support Alamo Industrial products with both service and warranty, as well as meet parts stocking criteria, to specified factory standards.

Creel Tractor Company of Ft. Myers, Florida is Alamo Industrials sole contracted dealer for Lee County, Florida. Please contact us if there are any additional questions.

Thank you.

Michael Pereny
Territory Manager



POLICY STATEMENT

SUBJECT: Genuine "Original Equipment Manufacturer" (OEM) Parts

DATE: Effective January 1, 2005

Product Liability Claims

"Will-Fit" parts have proven to be the cause or a factor in a high percentage of our product liability claims. Our USA cost of product liability insurance, defense and Company out-of-pocket settlements can exceed \$1 million each year.

This cost is in addition to an even greater expense associated with the largest product and safety engineering effort in the mowing equipment industry. The "Will-Fit" or "Might-Fit" parts do not and can not measure up to our standards. Independent lab tests have proven this fact to us over and over again. Little differences in parts specifications make a huge difference in safety, reliability, downtime, and overall total ownership costs.

Because of these issues, we have a concerted effort to recover our costs from anyone involved in the manufacture or sale of non-OEM parts for our equipment which are implicated in any product liability case.

Informing Our Customers

When purchasing parts from an authorized dealer, customers expect, unless they are informed clearly to the contrary, that the purchased parts are genuine OEM parts. It is clearly an illegal, deceptive trade practice when a "Will-Fit" part is delivered or sold without complete disclosure to the purchaser. Our company will not be a party to such a plainly unethical practice.

Warranty Policy

Our Company's policy is, and has always been, that OEM parts must be used for warranty repairs. Also, warranty claims are frequently received for failed "Will-Fit" components, and "Will-Fit" components are involved, as a cause, in a large number of warranty claims against the equipment on which they have been installed.

All warranty claims must be submitted within an acceptable time frame and no later than December 7, 2005, for review in 2005. All defective paint claims must be accompanied by before and after pictures of the unit. The parts warranty is 90 days from the end-users invoice date. The warranty is for parts only, no labor.

Robert Franceschini - Alamo parts

From: Marilyn Rawlings
To: Franceschini, Robert
Date: 5/31/2005 8:39 AM
Subject: Alamo parts

Please prepare a Blue sheet for the award of Alamo parts to Creel Tractor using Local vendor preference.
Thanks.

MR

Marilyn L. Rawlings
Fleet Manager

Lee County Fleet Management
2955 Van Buren St.
Fort Myers, FL 33916
239/338-3233
239/338-3234 (fax)