

B240167MWB
Mercedes Parts and Service
Naples North, LLC d/b/a Mercedes Benz of Bonita Springs

AGREEMENT FOR MERCEDES PARTS AND SERVICE

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Naples North, LLC d/b/a Mercedes-Benz of Bonita Springs, a Florida company whose address is 14610 Tamiami Trail North, Naples, FL 34110, and whose federal tax identification number is 47-1246622, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Mercedes parts and service from the Vendor in connection with "Mercedes Parts and Service" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240167MWB on March 5, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on April 29th, 2024.

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing, and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1-8 of Scope of Work and Specifications of B240167MWB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in

any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel

shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely

within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or

equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. From 90 days of the date of the County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 90 days, this warranty shall be extended to that longer duration.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County’s review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor’s Representative

County’s Representative

Name: Ralph Mesa
 Title: Managing Partner

Name: Mary Tucker
 Title: Procurement Management Director

Address: 14610 Tamiami Trail N.
Naples, FL 34110

Address: P.O. Box 398
Fort Myers, FL 33902

Telephone: (239)598-6500

Telephone: (239) 533-8881

Facsimile: (239)598-6592

Facsimile: (239) 485-8383

Email: rmesa@mbbonitasprings.com

Email: mtucker@leegov.com

- J. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County’s Purchase Order
 3. Solicitation
 4. Vendor’s Submittal in Response to the Solicitation

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

WITNESS:

NAPLES NORTH, LLC D/B/A MERCEDES BENZ OF BONITA SPRINGS

Signed By: Deanna Bennett
Print Name: Deanna Bennett

Signed By: [Signature]
Print Name: Rolph Mesa
Title: Managing Partner
Date: May, 10, 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

DocuSigned by:
Signed By: Kevin Ruane
Print Name: Kevin Ruane
Title: vice-Chair
Date: 6/7/2024 | 7:20 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: Chris Jagodzinski
DEPUTY CLERK



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

BY: Amanda L. Swindle
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

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

2. AUTHORIZED DEALERS

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

3. VENDOR PERFORMANCE

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

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

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

4. WARRANTY

4.1 All parts, accessories, tools, and lubricants shall carry a full factory warranty and all labor shall have a minimum of a ninety (90) day warranty.

4.2 The Vendor shall provide a full factory warranty on all parts, accessories, tools, and lubricants furnished against defects in materials and/or workmanship. The warranty shall start on the date of installation and acceptance by the County.

5. SERVICE RATE CHANGES

The labor rates bid shall be firm and will not vary during the initial year of the agreement. However, if the Vendor requests a price increase during the remaining years of the contract, it shall be reviewed by the County inclusive of the project sponsoring department. If accepted, the increase will only take effect after the Vendor receives approval in writing from the County for the effective price increase. The mark-ups for materials are expected to remain in effect throughout the life of the contract and are not subject to variation without written authorization from the County when deemed in its best interest.

6. REPAIR SERVICE

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

- 6.2 Expected or extended delays shall be communicated to and approved by Lee County Fleet Management.
- 6.3 At the time of delivery, the Vendor shall provide an estimated time of repair.
- 6.4 Vendor shall communicate any additional repair needs or delays with parts or service to Lee County Fleet management promptly. Additional repairs must be approved by Lee County Fleet Management before performing the repairs.
- 6.5 Delivery and pickup of all vehicles requiring repair shall be coordinated between Lee County Fleet Management and the Vendor.
- 6.6 Mobile Onsite Diagnostic services will be requested by Lee County Fleet Management on an as-needed basis. Upon request, the Vendor shall perform services within two business days. Expected or extended delays shall be communicated to and approved by Lee County Fleet Management.
- 6.7 Mobile Onsite Diagnostic services shall be performed utilizing an OEM Xentry diagnostic scanner, which will assist in addressing a possible mechanical problem within a Sprinter.

7. DELIVERY

- 7.1 Parts shall be delivered F.O.B. to the following locations listed herein, or as directed at the time of order by an authorized representative of Lee County Fleet Management.

Lee County Fleet Management – Main Office	2955 Van Buren Street, Fort Myers, FL 33916
Lee County Fleet Management – Satellite Office	5170 Tice Street, Fort Myers, FL 33905

- 7.2 The Vendor shall make provision for four (4) delivery situations:
 - 7.2.1 All orders placed by 12:00 PM for on-the-shelf parts shall be delivered the same day.
 - 7.2.2 Manufacturer regional warehouse items shall be delivered after receipt by the Vendor, freight included, on the next working day.
 - 7.2.3 Factory back-ordered parts shall be delivered the same day they are received by the Vendor.
 - 7.2.4 Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation, as directed and authorized by Lee County Fleet Management. Premium transportation costs may be passed to the County at their actual cost. Proof must be provided at the time of invoicing. Additional markup on these items shall not be allowed.

8. GENERAL INFORMATION

- 8.1 All parts, accessories, tools, and lubricants shall be new and unused of the highest grade and workmanship, and in the original packaging.
- 8.2 Authorized factory-remanufactured parts are acceptable with prior approval from the County for each purchase.
- 8.3 Parts, accessories, tools, and lubricants that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval from the County.
- 8.4 Upon notification from Lee County Fleet Management, the Vendor shall take back all parts, accessories, tools, and lubricants rejected by the County as defective, unsound, improper, or in any way failing to conform to the requirements of the Agreement.

- 8.5 Items shipped in excess of the quantity ordered may be returned at Vendor's expense. If the Vendor does not arrange for pickup/disposal within sixty (60) days after notification, the items may be added to the County's inventory with no charge to the County or disposed of at the County's discretion.
- 8.6 The Vendor shall agree to accept "new condition" and/or "obsolete" parts, accessories, tools, and lubricants for return without a restocking fee, allow regular return of cores and defects for credit, and replace all defective parts without a restocking fee to the County.
- 8.7 All parts, accessories, tools, and lubricants returned for credit, shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time will a part be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.
- 8.8 Parts with cores shall receive Vendor core credit.
- 8.9 Upon the request of the Lee County Fleet Management, the Vendor shall provide a report indicating dollar amounts and purchases for a specific period. At a minimum, the report shall include:
- Number of orders and relevant order numbers
 - Invoice number
 - Manufacturer part name and number
 - Total Amount

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SPECIAL CONDITIONS

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

1. **TERM**

The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. **BASIS OF AWARD**

2.1. The County intends to award to a pool of Vendors that are Responsive, Responsible, and meet the County's requirements and specifications.

2.2. The County intends to utilize the lowest-priced Vendor for parts and/or service repair first and if the lowest price Vendor is not able to provide the parts and/or service repair promptly, the County may utilize the next lowest Vendor, at the sole discretion of the County.

3. **SURCHARGE**

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

4. **ESTIMATED EXPENDITURE**

Expenditures have been estimated between \$400,000.00 annually. This figure is given strictly as an estimate for Vendor bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this Agreement. The County is not obligated to place any order with Vendor as no work is guaranteed. The agreement is intended to only guarantee a specific source of supply for the County.

5. **PRICING**

5.1. Vendor shall submit prices in the form of a firm percentage above Vendor's cost from the current manufacturer's web-based catalog prices, current trade services price schedule, or an established manufacturer's price list.

5.2. Vendor shall maintain a web-based catalog prices, current trade services price schedule or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.

5.3. Pricing specified per bid schedule shall be applied to each individual product of Manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals. Percentage above MSRP, catalog, or list price shall apply to all manufacturers available through Vendor.

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

6. **PRICING**

6.1. Vendor shall submit pricing for the following:

- Hourly labor rate for repair work
- Hourly labor rate for mobile onsite diagnostic service
- The percent above the current manufacturer's web-based catalog prices, current trade services price schedule, or an established manufacturer's price list of all parts, accessories, tools, and lubricants.

6.2. The labor rates bid shall be firm and will not vary during the initial term of the Agreement. If a price increase is requested by the Vendor at the time of renewal, it shall be reviewed by the Fleet Management and the Procurement Director. If accepted, the increase will take effect after the Vendor receives the approval in writing. The discount pricing shall remain in effect throughout the life of the Agreement. Labor rates shall be fully loaded rates.

7. **INVOICING**

7.1. All parts, accessories, tools, and lubricants invoices shall include as a minimum the following information:

- Purchase Order Number
- Quote Number and/or Order Date
- Manufacturer Part Name and Number
- Catalog/list price at time of order
- Percentage Mark Up
- Total Parts Cost

7.2. All labor and mobile diagnostic invoices shall include as a minimum the following information:

- Purchase Order Number
- Number of hours applied to the job multiplied by the bid hourly rate.
- Total Labor Cost

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

<i>Mercedes Parts and Service</i>	
PERCENTAGE DISCOUNT	
BLANKET PERCENTAGE ABOVE CATALOG OR LIST PRICE	PERCENTAGE %
Percentage above cost for OEM parts provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	25%
Percentage above cost for OEM accessories provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	25%
Percentage above cost for OEM tools provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	25%
Percentage above cost for OEM lubricants provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	25%
Percentage above cost for OEM parts provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	
BLANKET PERCENTAGE ABOVE COST	PERCENTAGE %
Percentage above cost for rebuilt parts provided by Vendor. Percentage above cost price shall apply to all manufacturers available through Vendor.	25%
HOURLY RATE	
HOURLY LABOR RATE	HOURLY RATE \$
Hourly labor rate for repair work	\$250.00
Hourly rate for mobile onsite diagnostic work	\$250.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Garagekeepers

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability/Garage/Garage Keepers/ On-Hook Legal Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 5/10/24

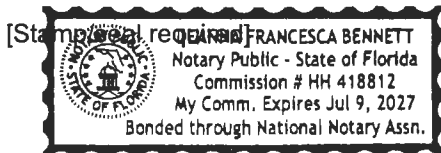
[Signature]
Signature

STATE OF Florida
COUNTY OF Lee

Managing Partner, Ralph Mesa
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of May, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: DL

Type of Identification



[Signature]
Signature, Notary Public