

**LEE COUNTY, FLORIDA  
INFORMAL TELEPHONE QUOTATION FOR  
JOHN DEERE HEAVY EQUIPMENT SERVICE**

Vendors:

Lee County Solid Waste wishes to establish an annual contract for the purchase of service (including labor and parts) for its John Deere heavy equipment on an as-needed basis.

**Please fill out the following quote and fax or e-mail it to Lee County Purchasing - Attn: Bob Franceschini at either 239-344-5460 or rfranceschini@leegov.com by 12:00 noon (eastern time) on Tuesday, August 15, 2006.**

Should you have questions, I may be reached at 239-344-5450.

**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 John Deere heavy equipment service 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 quotation has the option of being renewed for four (4) 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**

All vendors submitting a quote - meeting specifications - will receive an award. It is Lee County's intent to award to a pool of vendors; and reserve the right to give work to any of the vendors in the pool on a case-by-case basis as dictated by the circumstances at the time of the needed repair.

**INSURANCE**

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

**GENERAL INFORMATION**

All parts and supplies covered by this quote shall be original John Deere or OEM for the attachments, new and unused, of the highest grade and workmanship, and in the original packaging.

Authorized factory remanufactured parts are acceptable with approval from Lee County Solid Waste prior to each repair.

**WARRANTY**

All parts shall carry a full factory warranty.

All labor shall have a minimum of a 90 day warranty.

The successful vendor shall provide full factory warranty on all equipment 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.

DELIVERY & PICKUP

Solid Waste will coordinate with the vendor the delivery and pickup of all equipment requiring repair under this quote. Vendor supplied transportation will be supplied upon request of the Solid Waste Division when necessary.

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 scheduling of repairs.

Should the awarded vendors not be able to provide the required parts for emergency repairs in a reasonable time frame, Solid Waste reserves the right to purchase the parts elsewhere and provide them to the vendor for use in the repair.

PRICING & INVOICING

Vendors shall quote the following:

\*Hourly labor rate for repair work (this shall be the normal hourly rate -- no after-hours, weekends or holidays will be required).

\*Parts at manufacturer's dealer net cost plus a percent (if a John Deere dealer) or at dealer invoice net cost plus a percent (if a non-John Deere dealer).

The percentage quoted -- as well as the hourly labor rate quoted - shall be firm over the term of the quote.

As a requirement of the quote the awarded vendors who are John Deere dealers shall, at no cost to Lee County, provide two manufacturer price lists (Parts and Accessories Price List for John Deere Dealers); one (1) for Solid Waste and one (1) for Finance. Solid Waste and Finance require that the price guides be supplied on either CD or DVD media. 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 both Solid Waste and Finance. Vendors who are non-John Deere Dealers shall provide two copies of the dealer invoice evidencing the net cost at which they purchased the part.

Invoices shall show the full part name and number, and the listed net part price; as well as the number of hours put in on the job multiplied by the quoted hourly rate.

ESTIMATED DOLLAR VOLUME

The estimated expenditure for John Deere heavy equipment service in the next 12 months is approximately \$99,000. However, no minimum amount is guaranteed.

REQUIRED PRICING

1. HOURLY LABOR RATE: \$ \_\_\_\_\_ PER HOUR

2. JOHN DEERE DEALER NET COST PLUS: \_\_\_\_\_ %  
OR...  
DEALER INVOICE NET COST PLUS: \_\_\_\_\_ %

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME: \_\_\_\_\_

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

**INSURANCE REQUIREMENTS**

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

**Requirement #1:**

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

**Requirement #2:**

Certificate holder shall be listed as follows:

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

**Requirement #3:**

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

**Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$100,000 per accident  
\$500,000 disease limit  
\$100,000 disease limit per employee

- b. Commercial General Liability or Garage and Garage Keepers 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 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$2,000,000 combined single limit (CSL) of BI and PD

- 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 or Garage 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.