

September 9, 2024

RESPONSE LETTER NO. 2 TO REQUEST FOR INFORMATION

Project Title: Station 5, Car Lift Replacement

Project No.: ID-000000564

Email from Mr. Tamara Ferrer, from Jobbers Equipment Warehouse; on September 9, 2024, at 10:32 AM (Email Attached).

QUESTION No.1: Please provide the new lift packing list.

ANSWER No.1: We don't have the packing, but please see attached the original invoice. We

hardly recommend that you send a company representative to inspect the premises and the unit (the lift) at the upcoming meeting dated September 19,

2024, at 10:00 AM.

END OF REQUEST FOR INFORMATION No. 2

Sincerely,

Alfredo E. Munoz, P.E.

Program Management Manager, Fleet Management Division

Internal Services Department (ISD)

AM:fp

CC:

Frances Perez-Texidor, ISD Caesar Suarez, SBD

Chris DiGiacomo, ISD Pete Moolah Laurie Johnson, ISD John Sanso

Project File Clerk of the Board



Rotunda

15000 Haggerty Road

Plymouth, MI 48170

FAX: 586-578-7205

PHONE: (800) ROTUNDA

(800-768-8632)

Quote #: FQ-117325

DEALERSHIP		PAYMENT TERM			
CODE: 04931	DATE: 06/14/2024	[x] NET 30 (Dealer Billing)			
SOLD TO					
GUS MACHADO FORD INC VICENTE R PERIS		DELIVERY TERM: WILL SHIP WHEN READY			
1200 WEST 49TH : HIALEAH, FL 330 EMAIL : vperis@gi		ADD TO EXISTING QUOTE : No			
SHIP TO		QUOTE EXPIRATION DATE: 06/30/2024			
MIAMI DADE STATION #5 VINCE LOPEZ 7707 SW 117 AV MIAMI , FL 33173 PHONE : 954-326-0521		QUOTED BY: CHRIS MAJOR			
		SALES REP : STEVE GREEN sgree183@ford.com 978-302-3122 CELL			

QTY	PART NUMBER	DESCRIPTION	SHIP DATE	UNIT PRICE	DISCOUNT	AMOUNT
CHALLEN	GER LIFTS INCORPO	RATED				

223-CL10V3-2-QC

Colors : Blue

10,000 Lb. Versymmetric? Lift With

WILL SHIP WHEN READY. 8,109.76

8,109.76

8,109.76

Offset 3-Stage Front Arms and 3-Stage Rear Arms with Quick Cycle and 2' Column Extension

Voltage : 220

Phase : Single



	O 400 TC
Your Price	8,109.76
Estimated Freight Totals*	709.60
Estimated Tax (0.000%)	0.00
Total	8,819.36

Sub Total

CUSTOM NOTES:

Tax Exempt

TERMS & CONDITIONS

These terms and conditions of sale apply to direct purchases of products and equipment (collectively, "Products") made through the Rotunda program. Bosch Automotive Service Solutions LLC ("BOSCH") is the seller ("Seller") of all products on behalf of Rotunda by internet, phone or field representatives. Please read this document carefully. It contains important information about your rights and obligations, as well as limitations and exclusions that may apply to you ("Buyer").

- 1. Terms of Payment: (a) If Buyer is purchasing with a Credit Card, Buyer shall pay the total purchase price shown on the order; Product and applicable taxes are charged on the date of the order, in the case where freight is estimated on the order, actual freight charges (which may be different from the estimates) will not be charged until applicable Products are shipped. (b) If Buyer has requested the 30-Day Open Account billed to Parts Statement and Seller agrees to sell pursuant to such terms, then Buyer shall pay the total purchase price shown on the invoice in accordance with the terms set forth below. (c) If Buyer has requested the Rotunda financed Installment Plan (Fixed Rate) and the Seller agrees to sell pursuant to such terms, then Buyer shall pay the Time Balance in monthly installments in accordance with the terms set forth below until paid in full. (d) For qualifying orders where Rotunda agrees to offer the Rotunda Facility Action terms, Buyer will not be invoiced for Products shipped until all items on the order are shipped or 12 months from the date of the order, whichever comes first. Buyer will be responsible for all taxes on its first billing statement after each Product is shipped. When the Facility Action order is invoiced, Buyer will be billed according to the payment option chosen, meeting minimum dollar amount of order at time of invoicing, excluding freight and taxes. (e) In the event that Buyer qualifies for and selects a Rotunda deferred billing option, the deferment period(s) will begin when the Product(s) are shipped unless Buyer also qualifies for the Facility Action term in which case the deferment period begins when the last Product has shipped. In the event of split billings for the same order, the length of applicable deferment will be as defined on the original signed order. (f) All Rotunda financed and/or deferred payment purchases are subject to a credit check prior to order processing. Orders that require a credit increase request may result in order delays. (g) Buyer agrees that all its accounts with Seller will be administered on a net settlement basis and that Seller and/or its subsidiaries and affiliated companies ("Seller Affiliates") may set off amounts due to Seller Affiliates from Buyer against any amounts due to Buyer from Seller Affiliates regardless of the contracts from which such obligations arise without giving prior written notice of such action.
- 2. Cancellations and changes: (a) No cancellations of or changes to the Products ordered by Buyer shall be effective without written consent by the Seller and are subject to the cancellation policy of the Seller or its suppliers, if applicable. Without written consent, a cancellation of or change to the Products ordered by Buyer shall entitle Seller to all remedies available by law or equity including, but not limited to, cancellation costs or increased prices. (b) Unless otherwise stated in the manufacturer's written cancellation/change policy, cancellations must be requested forty-five (45) calendar days before planned delivery date. (c) Subject to the manufacturer's written cancellation/change policy, custom Products cannot be cancelled less than ninety (90) calendar days before planned delivery date and may be subject to restocking fees of up to twenty-five (25) percent. (c) Custom Cut Key Products cannot be cancelled or returned at any time. (d) Cancellations of Rotunda financed orders are subject to changes in Rotunda finance terms if the order no longer qualifies for the terms set forth in the original order. (e) Buyer must take delivery of all Product(s) on an order within twelve (12) months of the original order date or the Seller may cancel the remaining items without notice. (f) Seller may revise and discontinue Products at any time without notice. Seller will ship products that have functionality and performance of the Products ordered, but changes between what is shipped and what is described by a specification sheet or catalog are possible.
- 3. Acceptance, Inspections and Returns: (a) Buyer shall be deemed to have accepted Products upon delivery. (b) Buyer is required to inspect Products immediately upon arrival. Products shall be deemed to have been delivered in good condition unless Buyer gives Seller notice to the contrary within fifteen (15) calendar days after delivery. Notification of any claim due to shortage, damage or defect must be communicated to the Rotunda customer service center within fifteen (15) calendar days of delivery. In the event that Buyer provides notice that the Products have not been received in good condition, Seller's sole obligation will be to replace any Product except in the event the non-conformance is caused by Buyer's negligence or willful misconduct. (c) Returns are accepted with advance authorization only. Rotunda will not accept returned items without a Material Return Authorization Number, which will be obtained from the Rotunda customer service center. Under no circumstances will a Material Return Authorization Number be issued after fifteen (15) days from the date of delivery except for warranty claim. A Material Return Authorization Number is valid for thirty (30) days after the date issued. Returned Products must be received within this thirty (30) day period for credit. The Material Return Authorization Number should be labeled on the outside of the box in permanent marker. Reasons for returns are required at time of Material Return Authorization Number assignment. Buyer is responsible for shipping charges associated with returned Products, with the exception of returning damaged Products. A restocking fee of up to 25% may apply. Materials returned without authorization or after the thirty (30) day deadline are subject to refusal.
- 4. Freight, Installation and Taxes: (a) Freight and installation costs (if provided) are estimates on the order form. Actual freight costs, actual installation costs, and applicable taxes will be added to the final invoice and will be borne by Buyer. If additional equipment is required for unloading

may cancel any diagnostic software license(s) valued up to and surpassing the sale price of the Product with or without legal process. Upon request, Buyer shall deliver the Product(s) to Seller at a place designated by Seller. Repossession and/or sales of any Product upon such default shall not affect the Seller's right to retain all payments made prior to repossession or to recover the balance due hereunder for any deficiency. Buyer shall reimburse Seller all costs of collection, repossession and resale (including reasonable attorneys' fees, court costs and other expenses incurred by Seller). Buyer hereby releases Seller from any liability for damages resulting from repossession hereunder. The rights and remedies of Seller, in event of default herein mentioned shall not be deemed exclusive, but shall be cumulative and in addition to all other rights and remedies existing under law and may be enforced successively or concurrently. Waiver by Seller of any default shall not be deemed a waiver of any other default.

14. General: The waiver by either party of, or failure to claim a breach of any provision of this contract shall not be deemed to be a waiver of any provision of this contract or, shall not be deemed to be a waiver of any subsequent breach or to affect in any way the effectiveness of such provision. Neither party shall refer to the other in advertising or public releases, or use any of the other trademarks, without that party's prior written approval. This contract constitutes the entire agreement between the parties and may not be changed except by: (a) an instrument in writing signed by both parties or (b) by the posting of revised Rotunda Program Terms and Conditions at www.onerotunda.com. This contract may not be assigned to Buyer without the Seller's prior written consent. Seller may assign or subcontract any portion of this contract at any time, but shall not thereby be relieved from any liability hereunder. In the event that one or more clauses of this contract are found to be unenforceable, illegal or contrary to public policy court of competent jurisdiction, the remainder of this contract shall remain in full force and effect except for the unenforceable, illegal or other provisions. This agreement is a Michigan agreement and shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan, United States of America. Each of the parties hereto agrees that any legal or equitable action or proceeding with respect to this agreement shall be brought only in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and each of the parties hereto submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to such party's person and property. Each party hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in the above described courts.

Current terms and conditions are subject to change at any time. Please refer to the latest Terms and Conditions at www.onerotunda.com.

Last Updated - 6/1/22

From: <u>solutions jobbersmiami.com</u>

To: <u>Muñoz, Alfredo (ISD)</u>; <u>sales jobbersmiami.com</u>

Cc: <u>Clerk of the Board (COC)</u>

Subject: RE: RFI No. 1 for ID-0000000564, Station 5, Car Lift Replacement

Date: Monday, September 9, 2024 10:32:15 AM

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good morning, Alfredo

Please provide the new lift packing list

Thanks & Regards

PLEASE REPLY ALL

Tamara Ferrer, Sales Assistant Jobbers Equipment Warehouse 5440 NW 78 Avenue Miami, FL 33166

Office: 305 592-8730 Fax: 305 592-6571