Lee County Board Of County Commissioners  Agenda Item Summary Blue Sheet No. 20050054									
1. REQUESTED MOTION: ACTION REQUESTED: Approve award of Formal Quotation #Q-040690, the purchase of a Mobile Sterilization and Adoption Vehicle for Animal Services, to the low quoter meeting specifications, LaBoit, Inc.; for the price of \$ 227,550. Also approve an additional \$10,000 for the possible purchases of extended warranties if it is deemed to be in the best interest of Lee County at a later date.									
WHY ACTIO	N IS NECESSAI	RY: Purchases	over \$50	,000. must be	approved	by the Boar	·d.		
	ON ACCOMPLI This vehicle will							oile steriliz	zation of domestic
	MENTAL CAT			1/0		3. <u>MEE</u>	TING DATE		005
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4. AGENDA	:	5. <u>REC</u> (Specif		IENT/PUR	POSE:	6. <u>REQ</u> 1	<u>UESTOR OF</u>	<u>INFOR</u>	MATION:
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TIME REQUIRED:  BACKGROUND: Sealed two-step quotes were received by the Division of Purchasing on Dec 14, 2004. On that date, eight responses									
were received; of which five were "no bids". The three quotes – received from General Truck & Body, K & D Custom Coach, and Laboit, Inc. – were evaluated on December 17, 2004 by a committee consisting of Fleet, Animal Services and Purchasing. The only company deemed qualified to proceed to step two and have their pricing revealed – on January 11, 2005 - was LaBoit Inc.  Funds are available: Acct String KL5620315500.506530  ATTACHMENTS:  (1) Step One Tabulation Sheet (2) Step Two Tabulation Sheet									
(4) Step T (5) LaBoi	<ul> <li>(2) Step Two Tabulation Silect</li> <li>(3) Step One Specifications</li> <li>(4) Step Two Specifications</li> <li>(5) LaBoit's Quotation</li> <li>(6) Subcommittee's Recommendation</li> </ul>								
8. MANAGE	MENT RECO	MMENDAT	IONS:						
			9. <u>REC</u>	OMMEND	ED APP	ROVAL:		2	
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Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budge	t Services		County Manager
Jan 18	Janet Sheekan 1-14-05 YA 1-14-05	N/A		N SHILL	OA Ch	OM IIII	Risk  N 1/4/05	GC Helss	2-14-00
10. COMMIS	SSION ACTIO	<u>N</u> :			\	1	. 4		
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Admin 1/18

# ATTACHMENT 1

FORMAL PROPOSAL #Q-040690	1.85	LEE COUNTY FLORINA TABLE ATTOM CHEET	
OPENING DATE: DECEMBER 14, 2004		FOR	
BUYER: BOB FRANCESCHINI	MOBILE STERILIZATION AND A	MOBILE STERILIZATION AND ADOPTION VEHICLE FOR LEE COUNTY ANIMAL SERVICES	TY ANIMAL SERVICES
		STEP ONE: QUALIFICATIONS	
VENDORS	General Body Truck Mfg		LaBoit
		A STATE OF THE STA	
ACKNOWLEDGE ADDENDUM	YES		YES
IS QUOTE SIGNED	YES	YES	YES
REQUIRED SUBMITTALS SUBMITTED	YES	YES	YES
QUALIFIED FOR STEP TWO	NO	NO	YES
DELIVER WITH OWN VEHICLE	NO	NO	YES
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NOBIUS			
Specialty Vehicle Solutions			
Action Fabrication			
Mayron			
Williams Bus and Specialty		and the state of t	
LDV Inc.			

# ATTACHMENT 2

FORMAL PROPOSAL #O-040690	1 HH 1	THE COLLY THAY THAY A THE ALM IN THE T	
OPENING DATE: DECEMBER 14, 2004		FOR	SHEET
BUYER: BOB FRANCESCHINI	MOBILE STERILIZATION AND ADOPTION VEHI	OPTION VEHICLE FOR LEE COUP	CLE FOR LEE COUNTY ANIMAL SERVICES
		STEP ONE: QUALIFICATIONS	
VENDORS	General Body Truck Mfg	K & D Custom Coach	LaBoit
			The state of the s
ACKNOWLEDGE ADDENDUM	YES		YES
IS QUOTE SIGNED	YES	YES	YES
REQUIRED SUBMITTALS SUBMITTED	YES	YES	YES
QUALIFIED FOR STEP TWO	NO	NO	YES
DELIVER WITH OWN VEHICLE	NO	NO	YES
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Specialty Vehicle Solutions		1996.4	
Action Fabrication			
Mavron			
Williams Bus and Specialty		The state of the s	
LDV Inc.			

# ATTACHMENT 3



PROJECT NO.: Q-040690

OPEN DATE: DECEMBER 14, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: NOVEMBER 30, 2004

AND TIME: 2:00 P.M.

LOCATION: 1825 HENDRY STREET, 3<sup>RD</sup> FL

FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

(STEP ONE - QUALIFICATIONS)

#### TITLE:

# MOBILE STERILIZATION & ADOPTION VEHICLE FOR LEE COUNTY ANIMAL SERVICES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OF PURCHASING

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

PHYSICAL ADDRESS 1825 Hendry St 3<sup>rd</sup> Floor FORT MYERS, FL 33901

BUYER:

PATTI ARMBRUSTER, CPPB

**BUYER** 

PHONE NO.: (239) 344-5450



#### **BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number:	
Writer's Direct Dial Number:	

**Bob Janes** 

District One

December 1, 2004

Douglas R. St. Cerny

District Two

Quotation No.: Q-040690

Ray Judah District Three

Andrew W. Coy District Four

John E. Albion District Five

Donald D. Stilwell County Manager

James G. Yaeger County Attorney

Diana M. Parker County Hearing Examiner

LEE COUNTY ADDENDUM NUMBER ONE TO THE SPECIFICATIONS FOR MOBILE VETERINARIAN CLINIC

#### QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL OUOTE FORM PAGE 12 (Step One) and PAGE 13 (Step Two).

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

Step one, on page 27, \*Sink: please delete. Sink is not needed when we are asking for tub table.

Step one, on page 29, Cabinets and Counter tops:, Please add that the cabinets could be made of aluminum. This needs specified in step one. (Replacement page 29a attached)

Step one, on page 30, Surgical Blind: Please change this to read Retractable Surgical Curtain. A metal mini blind is not needed.

Step one, on page 37, please correct the spelling of veterinary in both places on item #VI.

Step two, pages 15 and 19, We are adding option E for underbody storage. We would be interested in lockable and keyed-alike. We will need this clarified as to what you could propose for this option along with drawings submitted with your price. (Replacement pages 15a, 16a and 19a attached).

If there are any questions regarding this addendum, please contact Bob Franceschini or Patti Armbruster at 239-344-5450.

DIVISION OF PURCHASING

Patti Armbruster, CPPB

Buyer

cc:

Scott Trebatowski

David Fancher

Lauren Keene

**Danny Brashear** 

Minutes

appropriate filtration system; and be designed for animal hair use.

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Sound System:

Sound system throughout working area

Separate sound systems in veterinary & prep areas allowed

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Cabinets and Countertops:

All countertops and work surfaces must be stainless steel.

High-impact laminated wood cabinets – must use plywood (no fiberboard products for cabinetry) All edges and surfaces

must be laminated

Cabinet cabinets could be made of aluminum.

Cabinet construction must be humidity/moisture resistant

consistent with SW Florida conditions

Specify Cabinet material type: \_\_\_\_\_\_.

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Safety/Security:

Fire Extinguisher

Smoke Detector

Carbon Monoxide Detector

First Aid Kit

(3) Safety Cones – minimum thirty-six (36") inches in height

Triangle Flares

Back-up Alarm - This audible alarm shall be rated at a min.

112 dba in accordance with SAE-J-994b.

Backing Camera with Monitor

Please explain how the vehicle offered complies with these specifications.

\*Exterior Door:

Minimum Thirty (30") Inch Exterior Grade Door with one window and a deadbolt lock; to open outward. No other windows are required. This door must be located on the curbaids habited the first passage of the curbain of

side behind the front passenger's door.

Please explain how the vehicle offered complies with these specifications.

\*Exterior Steps:

A set of exterior grade steps shall be provided outside of the exterior door (specified above). These steps shall be sufficient in number to provide ease of ingress and egress to and from the vehicle (from ground to floor level). The steps must be either

LENGTH OF TIME:	
OPTION D-5 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-5	
LENGTH OF TIME:	
OPTION D-6 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-6	
LENGTH OF TIME:	
OPTION D 7 ITEM COVERED	
OPTION D-7 ITEM COVERED	
ADDITIONAL COST OF OPTION D-7:	
LENGTH OF TIME:	
ITEM COVERED OPTION D-8:	
ADDITIONAL COST OF OPTION D-8:	
LENGTH OF TIME:	
ITEM COVERED OPTION D-9:	
ADDITIONAL COST OF D-9:	\$
LENGTH OF TIME:	
OPTION E – UNDERBODY STORAGE	
ADDITIONAL COST OF OPTION E:	\$
PLEASE EXPLAIN WHAT THIS CONSIS	STS OF:

Is your firm interest	ed in being conside	ered for the Local Vendor Preference?
Yes	No	
	complete the Loca	"Local Vendor Preference" included in these al Vendor Preference Questionnaire and return
		erms and conditions of the specifications. Any ation to the quote may be grounds to reject the
Are there any modi	fications to the quo	te or specifications:
_	No	-
	the quoter being de	ations in the space below or on a separate page eclared nonresponsive or to have the award of
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.

# OPTION D – ALL OTHER EXTENDED WARRANTIES OFFERED ON THIS VEHICLE – INCLUDING SYSTEMS, SURGICAL EQUIPMENT, ETC.

Please state the additional cost of this/these option(s) in the space provided on the Proposal Quote Form.

NOTE: The intent under Option D is to obtain pricing on ALL of the extended warranties offered on this vehicle. Lee County reserves the right, at its sole discretion, to pick, choose, and award only those that may meet its needs from those warranties offered under this Option.

#### **OPTION E - UNDERBODY STORAGE**

Please explain how many compartments, how they lock, dimensions, and a specification of this.

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

#### 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.

#### INTRODUCTION

#### **OVERVIEW**

The Lee County Board of County Commissioners is accepting qualifications from companies interested in providing a mobile sterilization and adoption vehicle to Lee County Animal Services.

#### TWO-STEP QUOTE PROCESS

NOTE: PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT

**OPENING DATE.** 

PLEASE USE SEPARATE SEALED ENVELOPES MARKED "STEP 1" & "STEP 2"

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only <u>qualified</u> companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

#### **STEP ONE - REQUEST FOR QUALIFICATIONS**

In Step One, please submit all requested information to Lee County Purchasing Services, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Oualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit <u>all</u> information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

#### STEP TWO - REQUEST FOR QUOTATIONS - PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing Services, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

1

#### **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. <u>SUBMISSION OF QUOTE:</u>

- 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 <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, 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, statues, 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 Statues, 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) <u>Disadvantaged Business Enterprises</u>

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 ore 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 <u>not</u> 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 THE PURCHASE OF ONE (1) MOBILE STERILIZATION AND ADOPTION VEHICLE

DATE	UBMITTED:
VEND	R NAME:
TO:	The Board of County Commissioners Lee County Fort Myers, Florida
	carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained the Undersigned proposes to furnish the following which meet these specifications:
The un receip	ersigned acknowledges of Addenda numbers:
WILL	OU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?
	YES NO

#### 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 LICEN	NSE NUMBER:	
E-MAIL ADDRESS: REVISED: 7/28/00		

#### PROJECT OVERVIEW

General Description: Lee County Animal Services is seeking to purchase a Class 6/Class C style vehicle for use primarily in a progressive program of mobile sterilization of domestic cats and dogs. The vehicle shall also be used to promote education and adoption on a mobile basis, and will serve as a post-emergency triage and treatment unit. Therefore, the vehicle must be properly equipped to function successfully in all of the specified functions.

### THE AWARDED QUOTER SHALL DELIVER A TURN-KEY VEHICLE READY FOR USE.

NOTE: THESE SPECIFICATIONS ARE INTENDED TO ASSIST THE AWARDED QUOTER – IN PROVIDING A PRODUCT TO MEET THE NEEDS OF THE LEE COUNTY GOVERNMENT ANIMAL SERVICES DIVISION. THEY DO NOT RELINQUISH NOR EXCUSE THE AWARDED QUOTER FROM COMPLYING WITH ANY AND ALL APPLICABLE REGULATORY, GOVERNMENTAL, OR SAFETY ITEMS/ISSUES/DESIGN FEATURES THAT HE/SHE IS, OR SHOULD BE, AWARE OF; AND THAT WOULD NORMALLY BE CONSIDERED IN THE PRODUCTION OF A VEHICLE OF THE TYPE SPECIFIED HEREIN. THE ULTIMATE RESPONSIBILITY FOR THE ROADWORTHINESS, SAFETY, FUNCTIONALITY, AND REGULATORY CONFORMITY OF THE VEHICLE DESCRIBED HEREIN REST SOLELY WITH THE AWARDED QUOTER.

Certain minimum specifications are listed and required in order to qualify individual potential vendors. Each vendor should provide the exact specification or detailed explanation and supporting evidence as to how the vehicle they propose meets the intent and operational needs of Lee County Animal Services.

Each potential vendor should provide detailed specifications beyond the minimums herein defined. The following items are required and should be submitted with Step One of your quote package:

\*A sample layout drawing.

\*Photographs or computer generated dimensional representations of the vehicle proposed.

Specific final layout and placement of particular features within the vehicle shall be subject to final approval by Lee County Animal Services, any custom design fees must be built into the grand total price quoted in Step Two.

Vehicle design, safety, and compatible use are essential qualities to be considered in the process of awarding the quote for this specialty vehicle. The vehicle must comply with all US Federal Motor Vehicle Safety Standards (FMVSS), Florida state regulations and requirements, and any other applicable federal, state or local rule, law, code, or restriction in effect on the date of the award of the quotation and/or date of manufacture of the vehicle. All components, parts and accessories must be new, original equipment furnished to the OEM by outside vendors or suppliers and shall be properly engineered, assembled and installed onto the completed vehicle following all instructions and requirements of the various items. The vendor awarded the final contract shall warrant to the County that all original warranties remain in effect as specified by the manufacturer of the component or the same terms and conditions shall be the responsibility of the vendor.

The quality of workmanship, compliance to standards and requirements set forth, and overall construction and assembly are important factors. Lee County reserves the right to inspect the vehicle at various stages of construction (to be specified). A County representative shall travel to the location of assembly to inspect the process at Lee County's expense.

WHERE BRAND NAMES OR SPECIFIC MODEL NUMBERS ARE SPECIFIED HEREIN ONLY THOSE SPECIFIC MANUFACTURERS OR ITEMS MAY BE INCLUDED IN THE BID – NO SUBSTITUTIONS WILL BE ALLOWED FOR THOSE SPECIFIC ITEMS. WHERE SPECIFICATIONS ARE PROVIDED ONLY, MANUFACTURERS MAY BE CHOSEN BY THE VENDOR BUT MUST BE SPECIFIED IN THE QUOTE DOCUMENT – SUCH MANUFACTURERS SHOULD BE RECOGNIZED WITH AN ESTABLISHED REPUTATION IN THE INDUSTRY/FIELD. LEE COUNTY RESERVES THE RIGHT TO APPROVE OR DISAPPROVE MANUFACTURERS.

All final designs, equipment, layouts and other specifications are subject to the final approval of Lee County Animal Services and Lee County Fleet prior to construction of the vehicle.

PLEASE USE ADDITIONAL SHEETS OF PAPER AS NECESSARY TO RESPOND IN FULL TO THE FOLLOWING QUESTIONS/REQUIREMENTS.

PLEASE SUBMIT ALL REQUIRED SUBMITTALS IN TRIPLICATE.

#### **SITE VISITS**

Lee County reserves the right to make site visits to vendor facilities (at its expense) as part of the evaluation procedure.

#### PRE-CONSTRUCTION BLUEPRINTS/LAYOUT APPROVAL

Lee County Animal Services will require the awarded vendor to supply detailed/final blueprints and layout drawings showing placement of all items prior to the commencement of vehicle construction. An actual sign-off from Animal Services on these final documents must be obtained by the awarded vendor before construction begins.

#### **CONTRACTS/AGREEMENTS**

If your firm will require Lee County to sign any type of contract and/or agreement as part of this purchase; please include a copy of these documents with Step One of the quotation.

#### **CAD DRAWINGS**

Detailed CAD drawings are included as part of step 1 for quoters convenience. These drawings are detailed to be a representation of what Lee County would ideally like to see as a finished layout. Dimensions etc, unless otherwise noted, are approximate.

Quoters shall submit their own drawings, which illustrate a floorplan that is as close as possible to that shown in the supplied drawings. Major deviations from this "ideal" floorplan will not be accepted or considered.

Should quoters have a question as to if their changes would constitute a "major deviation" to the floorplan, it will be the quoters responsibility to get a clarification preferably at the prebid, or at the latest by noon EST on 12-3-04 via email to parmbruster@leegov.com.

NOTE: Examples of major deviations below are unacceptable:

- Cage configurations, dimensions, placement of cages cannot change.
- Relocation of surgery tables would be an unacceptable major deviation.
- Tub table must be a fixed structure nearest the surgery tables.

(This is not a complete list. It is only examples of unacceptable major deviation)

Any allowable deviations will be at the sole discretion of Lee County.

#### **VENDOR QUALIFICATIONS**

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

NOTE: IN ORDER TO QUALIFY TO PROCEED TO STEP TWO AS A QUALIFIED VENDOR; A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".

#### REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

#### I. EXPERIENCE

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the development, construction and sales of vehicles such as that specified in this quotation. Further, all companies submitting a prequalification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom a vehicle, similar to that detailed in this quotation, has been built and is currently in use.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

#### II. FINANCIAL QUALIFICATIONS (MINIMUM)

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.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

- 1. <u>Insurance Requirements:</u> 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. <u>Commercial General Liability</u> - 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. <u>Business Auto Liability</u> - 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. <u>Verification of Coverage:</u>

- 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.

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

#### **III. BASIC DIMENSIONS**

## NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING BASIC DIMENSIONS.

Does your quoted vehicle meet all of	the following dimensions?	
Yes	No	
*Minimum Interior Floor Length: area)	Two Hundred eighty eight (288") inches	(behind cab
Please specify exact dimension of pro	oposed unit:	
*Minimum Interior Width:	Ninety-Five (95") Inches	
Please specify exact dimension of pro	oposed unit:	
*Minimum Interior Height:	Eighty (80") Inches minimum clearance a including any drop downs such as lights,	-
Please specify exact dimension of pro	oposed unit:	
*Maximum Exterior Height:	One Hundred Fourty-Four (144") Inches	
Please specify exact dimension of pro	oposed unit:	
*Maximum Exterior Width:	One Hundred Two (102") Inches	
Please specify exact dimension of pro	oposed unit:	
Exterior back panel to remain un-obs	tructed for our advertising use.	

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Please explain how the vehicle offered complies with these specifications.

#### **IV. CHASSIS SPECIFICATIONS:**

# NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING CHASSIS SPECIFICATIONS.

Does your quoted vehicle meet all of the following specifications? \*Chassis Type: Class "6"/Class "C" Please specify:\_\_\_\_\_ Total GVWR Not to exceed 25,999 lbs. \*GVWR: (No CDL license requirement for this chassis) Please specify: \*Engine: Diesel – Minimum 6.0 Liter Please specify: Standard – to match the GVWR \*Axles: Please specify: \*Transmission: Five (5) Speed Automatic with Overdrive Please specify: \*Brakes: Power disc brakes on all wheels with Anti-Lock Braking system Please specify: \*Alternator: Heavy duty 12 volt, minimum of 150 amps Please specify: Heavy duty 12-volt \*Battery: Please specify: Standard gauges to include hour meter \*Gauges: Please specify: \*Climate Control: Factory installed air conditioning, defroster and heater Please specify:

Minimum of 50 gallons – no exceptions

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\*Fuel Tank:

Please specify number of gallor	ns:
*Shocks:	Heavy duty gas filled shocks
Please specify:	
*Steering:	Power Steering
Please specify:	
*Cooling system:	Heavy duty radiator with silicone hoses
Please specify:	
*Tires:	Standard radial
Please specify:	
*Wheels:	Standard steel wheels with stainless steel covers
Please specify:	
*Front bumper:	Chrome plated steel
Please specify:	
*Interior:	Cloth seats - neutral colors (gray or tan ONLY)
Please specify color:	
*Exterior:	Standard white
Please specify color:	
*Accessories:	AM/FM stereo with CD and clock Tilt steering wheel Cruise control Power windows Power door locks All windows tinted Intermittent windshield wipers Dual heavy duty mirrors with convex Dual air bags
Please specify:	

Please explain how the vehicle offered complies with these specifications.

#### V. CONVERSION SPECIFICATIONS

# NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING CONVERSION SPECIFICATIONS.

Does your quot	ed vehicle	meet all of t	the following specifications?
	Yes		No
*Diesel Genera	tor:		
Make/model:		Onan	- Model 10KW - with Quiet Pack
Please specify:			
Starting system	:	and s	ric start with conversion "box" mounted controls to start top the generator. There shall also be a set of controls at enerator to start and stop the unit.
Please specify:			
Gauges:		The f	following gauges shall be included:
		1.	A monitor system to show the status of the generator shall be mounted within the conversion "box" – <b>NOT</b> in the cab of the vehicle (so that it may be viewed by personnel working in the unit while the vehicle is parked). This monitor system shall also have lights to indicate the status.
		2.	A safety device shall be installed to shut the generator down in case of loss of oil pressure; overheating, or loss of coolant.
		3.	An hour meter shall be located on the generator.
Please specify:			·
Battery:			olt battery with minimum of 750 CCA. Battery shall have blator in place to keep it from draining the chassis battery.
Please specify:			
Mounting:		This t	rator shall be mounted on a roll-out tray for maintenance. tray shall have a locking mechanism to hold the tray in . The generator shall have solid rubber mounts to the tray.
Please specify:			

Compartment:	The generator compartment will be insulated to keep the noise level down to a minimum. The exhaust system will be deflected to the outside of the compartment.		
Please specify:			
Electrical:	The generator shall be protected by reset able breakers and/or fuses.		
Please specify:			
Please explain how the vehicle	e offered complies with these specifications.		
*Shoreline Controls:	Minimum Fifty foot (50') 30 amp Marine Grade shore power cord with 30 amp marine grade service outlets.		
Please specify length of cord:_			
Please explain how the vehicle	e offered complies with these specifications.		
*Electric Outlets:	Minimum Ten (10) interior dual socket electrical outlets		
Number of outlets:			
Please explain how the vehicle	e offered complies with these specifications.		
*Lighting:	Minimum Eight (8) 12 volt dual bulb fluorescent light fixtures with an additional exterior light by door		
Number of fixtures:	<del></del>		
Please provide a picture and sp	ecs with your quote.		
Please explain how the vehicle	e offered complies with these specifications.		
*Floor Plans:	Customized floor plan with final approval by Animal Services. As stated under "Project Overview", the following will be required and should be included with Step One of your quote package:  1. A sample layout drawing.		
	2. Photographs or computer generated dimensional representations of the vehicle proposed.		
Please explain how the vehicle	e offered complies with these specifications.		
*Cage Construction:	All stainless steel only, no exceptions.		
Please explain how the vehicle	e offered complies with these specifications.		
*Cage Configuration:			

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# <u>NOTE</u>: Floor plans and drawings for the following cage configuration should be submitted with Step One of your quote package.

All corners, seams and/ or joints shall be soldered to make unit impervious, to leakage and or accumulation of any material. All cages shall be wrapped or insulated provide for sound-proofing or noise reduction from weight of animal causing metal to bend or warp. This material shall be of such material to be impervious to insects or pest accumulation. All cage doors/gates shall be heavy duty, stainless steel, two- piece construction, and self- locking latches and shall be made in such a manner to retain any material placed in the bottom of the cage. All cages shall have a fluid retaining lip. All double door doors/gates shall have spring-loaded easy close easy open latches of stainless steel material and no center bar. There shall be provision for all double door/gate cage/kennels to have stainless steel removable divider to allow for dividing space into two equal spaces.

RIGHT (Curb side/Passenger side) cage layout. All cage/kennel backs shall be of Plexiglas or tempered glass of no less than ½ inch in thickness. This material shall allow for unimpeded viewing of interior of each of these spaces from exterior of vehicle when roll-up shutter doors are rolled up out of the way. Maximum 4-inch kick plate and appropriate spacing of spaces to assure solid long-term construction. Space above top row shall accommodate roll shutter mechanism for protection of viewing back material and removal when viewing is desired

Cages/kennels shall be placed as described.

#### Bottom row:

• 3 (Three) 48 inch wide X 30 inch tall with double doors of 24 inches wide and 30 inches tall and appropriate locking mechanism and removable cage/kennel divider

#### Middle row:

• 3 (Three) 48 inch wide X 24 inch tall with double doors of 24 inches wide and 30 inches tall and appropriate locking mechanism and removable cage/kennel divider

#### Top row:

• 6 (six) 24 inch wide X 18 inch tall with appropriate door/gate and locking mechanism. Upper back edge, plexiglas side, of cage space could be utilized as housing for roll-up outside shutters for this bank of cages if necessary 6 inches X 6 inches

This makes 12 cages/kennel or spaces with the possible expansion of bottom and middle rows to add 6 additional cage/kennels. (Max 18 spaces)

#### LEFT (driver's side)

#### **Bottom Row:**

• 2 (two) 48 inch wide X 30 inch tall with stainless steel double doors/gates and appropriate latches and removable stainless steel divider panels

#### Middle Row:

• 5 (five) 18 inch wide X 18 inch tall with stainless steel doors/gates and appropriate latches

#### Top Row:

• 4 (four) 24 inch wide X 24 inch tall with stainless steel doors/gates with appropriate latches

This makes 11 cages/kennel or spaces with the possible expansion of bottom row to add 2 additional cage/kennels. (Max 13 spaces)

There shall be a minimum of two (2) cages/kennels in the location of the overhang of the conversion over the top of the chassis cab. These cages shall be of the same material, construction and insulation of all other cage/kennels.

#### **OVER HANG:**

• 2 (two) 24 inch wide X 24 inch tall with stainless steel doors/gates with appropriate latches

Maximum cages possible with this layout is minimum of 25 cages, maximum of 33 cages

Desired element would be all cages/kennels 24 inches wide, would be constructed to have double doors/gates with removable divider panel to be able to divide the 24 inch wide cages/kennels into two (2) 12 wide X 24 inch tall spaces.

**NOTE:** All cages to have a minimum depth of twenty (20)" (May be deeper if there is an acceptable aisle). Maximum depth of twenty four (24)"

#### Please explain how the vehicle offered complies with these specifications.

\*Exterior Cage Viewing: Three (3) exterior rolling doors to expose the cages for outside

viewing. Must be electrically/automatically operated from inside the vehicle. Manual operation shall be possible in the event of power failure. The windows must be made out of Plexiglas or

tempered safety glass.

#### Please explain how the vehicle offered complies with these specifications.

ning:	Minimum 16' awning of sufficient size to cover viewing area.
_	Awning must be electric/automatic with operation from inside.
	Manual operation shall be possible in the event of power failure.
	The awning shall be placed on the curbside positioned to provide
	shade/coverage of the exposed viewing area.
	The awning shall be placed on the curbside positioned to provide

Please specify awning si	re:
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Please provide a picture and specs with your quote.

#### Please explain how the vehicle offered complies with these specifications.

\*Leveling System: A leveling system utilizing electric or air over hydraulic powered jacks will be used to level the unit. This system should consist

of and include the following features:

- 1. A jack shall be mounted on all four corners under the chassis.
- 2. Controls shall be mounted on the dash with an indicator to show the jacks are down; and a second indicator to show that the vehicle is level. A warning light to let the operator know the jacks are down shall also be included.

- 3. A safety lock shall be in place to keep the transmission from going into gear while the jacks are down.
- 4. The blocks which will be necessary to be used with the jacks to adjust the height shall be included.
- 5. A manual override hand pump in case of electrical problems located at the pump; shall be included.

Please explain	how t	he vehicle	offered co	omplies wit	h these s	pecifications.
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*Roof Mounted Air Conditioner	s: Minimum three (3) 13,500 BTU with heat strips
Please specify number:	
Please provide a picture and spe	cs with your quote.
Please explain how the vehicle	offered complies with these specifications.
*Heaters:	Three (3) 1500 watt electric heaters
Please specify number:	
Please provide a picture and spe	cs with your quote.
Please explain how the vehicle	offered complies with these specifications.
*Narcotics Safe:	Stainless steel double-locking, double door narcotic safe To be concealed by cabinetry or other features.
Safe dimensions:	<u>Minimum</u> - six (6)" deep by sixteen (16)" wide by twenty (20)" tall. <u>Maximum</u> - eight (8)" deep by eighteen (18)" wide by twenty four (24)" tall.
Please provide a picture and spe	cs with your quote.
Please explain how the vehicle	offered complies with these specifications.
*Safe:	Anchored key & combination safe for cash (concealed by cabinet or other features)
Please provide a picture and spe	cs with your quote.
Please explain how the vehicle	offered complies with these specifications.
*Refrigerator:	Minimum 2.7 cu ft
Please specify size:	

Please explain how the vehicle offered complies with these specifications.				
*Microwave:	Minimum 1.2 cu ft and 1500 watts			
Please specify size:				
Please provide a picture and spe	ecs with your quote.			
Please explain how the vehicle offered complies with these specifications.				
*Sink:	Stainless Steel with stainless steel faucet			
Please provide a picture and specs with your quote.				
Please explain how the vehicle offered complies with these specifications.				
*Computer Accommodations:	Laptop Computer & Scanner/Copier/Printer to be provided by Lee County but vehicle must be designed appropriately for placement of secured computer components.			
Please provide a picture and specs with your quote.				
Please explain how the vehicle	e offered complies with these specifications.			
*Floor Covering:	Hospital Grade Vinyl Flooring Slip Resistant, Fire Resistant All joints, seams, edges to be sealed or caulked			
Please explain how the vehicle	e offered complies with these specifications.			
*Plumbing/Tanks:				
Fresh water tank:	Minimum Eighteen (18) gallon fresh water tank & fill Demand water pump, water pump isolator Surflo or equivalent, 2.8 GPM			
Gray water tank:	Minimum Twenty (20) gallon gray water holding tanks			
Please specify sizes of tanks & brand of isolator:				
Please explain how the vehicle offered complies with these specifications.				
*Water Heater:	Minimum 4.5 gallon fast recovery electric water heater with water heater relief valve plumbed to outside of the vehicle.  Propane powered heater is not acceptable.			
Please specify size of tank:	<del></del>			

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Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications. Please provide proof of compliance with required specification through photos, brochures or other means adequate to determine specific items are being provided.

Tub Table: Wet/Prep tub table, 24 inched wide and overall 48 inches long, in a fixed position, 5 inch to 6 inch deep with slope to drain which, shall be mounted to gray water holding tank of conversion. This tub table shall be constructed of stainless steel and shall be a drop-in style; an appropriately sized cabinet with a knee cut away with rounded edges at the aisle end of the cabinet shall be constructed to hold tub table with remaining space under tub table to be made available for storage. Tub table shall have end location for single lever faucet, which can be operated by wrist, arm or elbow to keep hands sanitary and sprayer with hose of minimally 72 inches in length. The location of the water supply shall also be the end in which the position for the drain is located. There shall be a recessed stainless steel or PVC coated grate or rack, which can be placed on a lip edge to allow water to drain away from the subject on the grate. There shall be a stainless steel exam solid metal cover, which can be fitted on top of the recessed stainless steel grate/rack to provide a solid covering for this apparatus. Approval of location shall be made at time of floor plan and cage layout approval.

VSSI 105-1320-00 5-inch deep drop in tub (wet/prep) 48 inches long with PVC coated recessed rack

VSSI 205-1323-01 Stainless steel exam table top insert for 48 inch tub fitting over recessed PVC covered rack

VSSI 107-0112-00 Single lever faucet with 72 inch sprayer hose

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Exam Light: Two (2), Surgery dual head, lights, swing arms, ceiling mounted with locks to protect lights when vehicle is moving. Location centered right and left side surgical suite, position to be approved by purchaser at time of floor plan and cage layout approval.

Centurion by Medical Illumination Model # 021515

One (1) Examination/Diagnostic light with Halogen bulb(s), Ceiling mounted, swing arm, with lock to protect light when vehicle is moving, positioned centrally over the position of the fixed tub table location to be approved by purchaser at the time of floor plan and cage layout approval Centurion by Medical Illumination Model #021513 (ceiling) or 021512 (wall)

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

*Clippers:	Clipper	ming Clippers Double K Power
Please specify brand of clippers:	<del>.</del>	
Please provide a picture and spe	es with your quote.	

Please explain how the vehicle offered complies with these specifications.

\*Central Vacuum: Vacuum must be of sufficient power to remove animal hair from

prep area regardless of placement of vacuum unit; shall have

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appropriate filtration system; and be designed for animal hair

use.

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Sound System: Sound system throughout working area

Separate sound systems in veterinary & prep areas allowed

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Cabinets and Countertops: All countertops and work surfaces must be stainless steel.

High-impact laminated wood cabinets – must use plywood (no

fiberboard products for cabinetry)

All edges and surfaces must be laminated

Cabinet construction must be humidity/moisture resistant

consistent with SW Florida conditions

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Safety/Security: Fire Extinguisher

Smoke Detector

Carbon Monoxide Detector

First Aid Kit

(3) Safety Cones – minimum thirty-six (36") inches in height

Triangle Flares

Back-up Alarm – This audible alarm shall be rated at a minimum

112 dba in accordance with SAE-J-994b.

Backing Camera with Monitor

Please explain how the vehicle offered complies with these specifications.

\*Exterior Door: Minimum Thirty (30") Inch Exterior Grade Door with one

window and a deadbolt lock; to open outward. No other windows are required. This door must be located on the curb-

side behind the front passenger's door.

Please explain how the vehicle offered complies with these specifications.

\*Exterior Steps: A set of exterior grade steps shall be provided outside of the

exterior door (specified above). These steps shall be sufficient in number to provide ease of ingress and egress to and from the vehicle (from ground to floor level). The steps must be either

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electrically, hydraulically, or electric over hydraulically operated (please specify below). An indicator showing when the steps are down shall be included on the dash of the vehicle.

Please specify operating meth	odology of the steps:
Please explain how the vehic	cle offered complies with these specifications.
* Body Construction:	Shall have tubular metal frame structure welded on sixteen (16)" centers.
Walls and Ceiling:	The interior and exterior walls and interior roof shall be seamless, one (1) piece, fiberglass panels bonded directly to the shell structure. The use of other panel material or designs which are not seamless are <u>not acceptable</u> . Mechanical attachment of any panels is <u>not acceptable</u> . The exterior roof shall be a seamless, one-piece flexible fiberglass panel.
Insulation:	In walls and ceiling the minimum requirement is R-11.
Please explain how the vehic	cle offered complies with these specifications.
<u>VI. VETERINARY EQUIF</u>	PMENT/SUITE
	OU ARE QUOTING MUST COMPLY WITH THE RY EQUIPMENT SUITE SPECIFICATIONS.
Does your quoted vehicle me	et all of the following specifications?
Yes	No
*There shall be a wall separat	ting Prep Area from Surgical Suite with sliding pocket door.
*The suite shall include the fo	ollowing equipment:
	op, heated, stainless steel, surgical tables with trough to collect a hydraulic base with rotating cylinder. Collection bucket to be able

Surgical Blind: A retractable and adjustable metal mini blind shall be mounted on the gate side of the cages that have plexiglass opening to conceal the interior of the vehicle and still have the animals for viewing when desired. Blind to be one piece and operate via drawstring. Blind to be recessed into the opening to keep bleed thru at a minimum. When retracted the blinds shall be as compact as possible to not interfere with the headroom. The blinds are to be white in color.

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to be hung at end of trough for fluid collection.

Two (2) VSSI # 200-3041-03 (2 quart)

Two (2) VSSI # 100-4041-21

Anesthesia: Oxygen Tank storage four (4) "H" tanks and holders connected to manifold with four (4) intake positions with medical grade oxygen regulators and three (3) output positions with fail-safes. Location of these out put positions to be located and approved at floor plan and cage layout approval by purchaser:

- 1 position adjacent to fixed tub table position with quick disconnect fittings
- 1 position at dividing wall on left (drivers side) of vehicle with quick disconnect fittings
- 1 position on back wall on right side (passenger side) with quick disconnect fittings

Oxygen Manifold System by SurgiVet/Anesco 4 tank intake with and 3 position output by SurgiVet/Anesco appropriate mounting with High (V7320) and Low (V7321) pressure alarms and gauges with in wall piping and wall mounted with quick disconnect wall mounted fixtures at approved sites

Anesthesia machines; three (3) SurgiVet/Anesco, Table Top/Wall mount models (Three (3) wall mount brackets with lock downs #32350B5) each with dual oxygen flowmeter, SurgiVet/Anesco Model # V701001, each with Tech 3 vaporizer for Isoflurane with key fill #V720301 with fill adapter for key fill Isoflurane (32343B12), each machine shall be equipped with Universal F-Circuit (rebreathing); two (2) of 60 inches (#32359B4), one (1) of 40 inches (32359B3) with appropriate connections to oxygen supply with quick disconnects

Anesthesia Active Evacuation System by SurgiVet/Anesco: 2 (two) AES V7300 evacuations systems can be hardwired into electrical circuitry of conversion with 2 inlet ports and one exhaust port which, shall be connected to appropriate connection to outside location on vehicle. Active canister may be wall mounted or ceiling mounted on right (driver's side) to capture exhaust gases from these two anesthesia machines, and one can be wall or ceiling mounted to capture gases from left side (passenger's side with appropriate pop off valves (3) V7307 for each anesthesia machine, tubing (32086B1) Male adapters (V7313)

Autoclave: Mid-Mark M-9 Ultraclave with dedicated 20 am circuit with lockdown to bracketing to prevent movement when vehicle in motion

Stool: One (1) Gas column chair with safety lock, to prevent movement when vehicle in motion. **VSSI 102-4920-11** 

Please provide a picture and specs with your quote.

#### Please explain how the vehicle offered complies with these specifications.

Scale: Walk on scale with digital readout. LCD, large display with ON, LB/KG, and ZERO settings and scale display to be mounted in appropriate position for easy reading and use to be approved by purchaser at floor plan and cage layout approval. Scale shall be mounted such that the scale can be push under cabinetry to be out of the way when not in use and be easily pulled into position when needed. Scale shall be 22 inches wide by 44 inches long and less than 2 inches tall, scale shall have auto lock feature to prevent being able to weigh animal which doesn't sit still, 3 way shock protection to protect load cells from damage, platform shall be of Stainless Steel with raised anti-drip lip, heavy duty vinyl mat.

#### Technidyne # Vet Tech 300

Please provide a picture and specs with your quote.

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#### Please explain how the vehicle offered complies with these specifications.

#### VII. MISCELLANEOUS, DELIVERY & WARRANTY REQUIREMENTS

### NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING MISCELLANEOUS AND WARRANTY REQUIREMENTS.

Does your quoted vehicle meet all of the follow	ing specifications?
Yes	No

#### Please explain how the vehicle offered complies with these specifications.

\*The finished vehicle must comply with all applicable Florida Veterinary Inspection requirements for a mobile clinic operation. All applicable permits, licenses, etc. will be obtained by Lee County. However, vehicles delivered which do not qualify for the necessary permits, etc. will not be approved for payment; and it will be the awarded vendor's responsibility – and at his cost – to rectify any and all issues. Exhibit #1 is included as a guideline to these requirements.

#### Please explain how the vehicle offered complies with these specifications.

\*Manuals. Two (2) complete sets of manuals shall be supplied with the completed vehicle. These shall include/cover, at a minimum, parts, repairs, electrical, maintenance, and troubleshooting. They must also cover the chassis, generator, and all accessories within the vehicle. The manuals may be furnished via either CD or standard books.

#### Please explain how the vehicle offered complies with these specifications.

\*Spare keys. Three (3) complete sets of keys shall be supplied with the completed vehicle.

#### Please explain how the vehicle offered complies with these specifications.

\*Delivery Conditions: The grand total cost quoted (see Step Two) shall include delivery, F.O.B. Ft. Myers, FL, of the vehicle as directed to Lee County.

The following delivery conditions shall apply (as applicable):

In addition to the equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926 (or latest version(s) of these standards and requirements). Further, the vehicle shall comply with any and all applicable Local (Lee County/Fort Myers, FL), State (Florida), and Federal requirements.

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<sup>\*</sup>All electrical fixtures shall be GFI protected and reset able. A breaker panel shall be installed with all breakers labeled.

The successful quoter shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. complete lubrication
- b. check all fluid levels to assure proper fill
- c. adjustment of engine to proper operating condition
- d. inflate tires to proper pressure
- e. check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
- f. front end alignment and all wheels balanced
- g. cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. DO NOT REMOVE WINDOW PRICE STICKER.
- h. overall check for safe operating condition

Furnish a completed copy of the manufacturer's standard retail sale pre-delivery service form, noted and signed.

All units must contain no less than 1/4 tank of fuel as indicated by the vehicles fuel gauge at the time of delivery.

Delivery does not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein. Vehicles shall be delivered with each of the following documents satisfactorily completed:

- a. Statement of Origin
- b. Owner/Operator Manual, one copy
- c. Warranty Certifications
- d. Copy of Pre-delivery Service Report
- e. Window price sticker (fixed)
- f. DHSMV-V-40, Application for Title
- g. Sales Tax Exemption Form DR-41.A
- h. Temporary Tag
- i. Rustproofing warranty certificate (if applicable)

#### \*NOTE: A certified weight slip will be required upon delivery.

All documents must be properly filled out, signed and notarized, as necessary. Date of purchase is date of final delivery and shall be correct on all forms.

It shall be understood by the quoter that the quote covers a complete, fully operative unit as specified, including the mounting and all attachments/connections to the chassis.

NOTE: THE TOTAL MILEAGE ON THE VEHICLE AT TIME OF DELIVERY TO:

LEE COUNTY FLEET MANAGEMENT 2955 VAN BUREN STREET FT. MYERS, FL 33916

SHALL NOT EXCEED 250 MILES. A DELAYED WARRANTY START UP FOR THE MILEAGE SHALL BE COMPLETED BY THE AWARDED VENDOR FOR THE CHASSIS.

NOTE: REGARDLESS OF DELIVERY METHODOLOGY USED, THE AWARDED VENDOR – OR HIS CARRIER – WILL BE RESPONSIBLE FOR THE OFF-LOADING OF THE VEHICLE. LEE COUNTY FLEET WILL NOT ASSIST IN THE OFF-LOADING OF THE VEHICLE.

#### Please explain how the vehicle offered complies with these specifications.

Warranty: Lee Coun coverage on the entire hould include all part blease detail the standa	vehicle including s, labor, and travel	its systems and s time to Lee Cou	urgical equipment onty. In the space	nt. This warranty e provided below,
rices domin the standa	in wairing 0000			
		<u> </u>		
···		******		<del>- 0.00</del>
		, <u>, , , , , , , , , , , , , , , , , , </u>		. Location
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- <del></del>			ADD V	
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<sup>\*</sup>Warranty Work: The quoter must maintain a normal supply of replacement parts and be equipped with personnel and facilities to provide such services as necessary to keep the equipment in operation with a minimum of delay.

•	
	Name:
	Address:
	Phone: ()
NOTE:	IN THE EVENT THAT A LOCAL VENDOR IS UNAVAILABLE OR CANNOT KEEP THE EQUIPMENT IN OPERATION WITH A MINIMUM OF DELAY; THE AWARDED QUOTER AGREES TO PA'LEE COUNTY FLEET MANAGEMENT ITS NORMAL REPAIR RAT OF \$55 PER HOUR FOR WARRANTY WORK (WITH THE AWARDE QUOTER'S PRIOR APPROVAL).
Additional	warranty or logistical services may be listed below.
	ain below how all warranty repairs not provided by one of the above vendors will to Lee County.
NOTE: A	DELAYED WARRANTY START UP SHALL BE COMPLETED BY THE

List below the location of the manufacturer's nearest service facility and parts depot to Lee

County's location (2955 Van Buren Street, Fort Myers, FL).

Please explain how the vehicle offered complies with these specifications.

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AWARDED VENDOR FOR THE CHASSIS.

#### SAMPLE A

# EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS

Project Name: Mobile Sterili Services	zation and Ado	ption Vehicle fo	or Lee County Animal
Quotation No.:Q-040690			
Committee Evaluation Date/	Time:	·	
I. EXPERIENCE			
experience and background i	n the developn	ent, construction	we demonstrable, professional in and sales of vehicles such bing this provided and are the
	_PASS		FAIL
All companies submitting a preferences listing customer n whom a vehicle, similar to thin use. Were the references a reference checks acceptable?	ames, addresse nat detailed in t and accompany	s, telephone nur his quotation, ha	
	_PASS	<u></u>	FAIL
II. FINANCIAL QUALIFIC	CATIONS		
Were current Certificates of Vendor's ability to obtain ins			
	_PASS		FAIL
III. BASIC DIMENSIONS			
Was this firm able to answer Did it adequately prove that section?			
	_PASS	***************************************	FAIL

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#### **IV. CHASSIS SPECIFICATIONS**

Was this firm able to answe Specifications"? Did it ade under this section?	er "Yes" to all of a equately prove that	the questions under "Chassis tits vehicle complies with the requirement	ts
	PASS	FAIL	
V. CONVERSION SPECI	FICATIONS		
Was this firm able to answe Specifications"? Did it ade under this section?	er "Yes" to all of equately prove that	the questions under "Conversion at its vehicle complies with the requirement	ts
	PASS	FAIL	
<u>VI. VETERIANARY EQU</u>	JIPMENT/SUITI	<u> </u>	
Was this firm able to answer Equipment/Suite"? Did it a requirements under this sec	adequately prove	the questions under "Veterianary that its vehicle complies with the	
	PASS	FAIL	
VII. MISCELLANEOUS,	DELIVERY & V	VARRANTY REQUIREMENTS	
Was this firm able to answe Warranty Requirements"? requirements under this sec	Did it adequately	the questions under "Miscellaneous & prove that its vehicle complies with the	
	PASS	FAIL	

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#### SAMPLE B

#### REFERENCE CHECK FORM

Project Name:	Mobile Steriliza	ation and Adoption Vehicle for Le	ee County Animal Services
Quotation No.:	Q-040690		
1. Has this con firm/entity?	npany provided a	a vehicle similar to that being quo	ted to Lee County to your
	Yes	No	
2. During the c	construction of th	ne vehicle, how was their response	e time to your requests?
Excelle	ent	Satisfactory	Poor
3. Once the vermanagerial and		eted, how would you rate the follo	ow-up and availability of their
Excelle	ent	Satisfactory	Poor
4. Would you	recommend emp	loyment of this company?	
	Yes	No	-
r			
OVERALL CO	OMMENTS:		,
REFERENCE	CALLED:		
NAME:			
DATE:			
TIME:			
CHECKER'S	SIGNATURE:		

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#### LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please check off	Please read carefully each of the following 1. The Quote has be	y and return with your bid propose items as the necessary action is deen signed.	al. completed:
	2. The Quote prices	offered have been reviewed.	
	3. The price extensi	ions and totals have been checked	1.
<del></del>	4. The original (mu submitted.	st be manually signed) and 2 cop	pies of the quote have been
		al sets of descriptive literature, but under separate cover.	rochures and/or data (if required)
	6. All modifications	s have been acknowledged in the	space provided.
	7. All addendums is	ssued, if any, have been acknowle	edged in the space provided.
	8. Erasures or other person signing the q	r changes made to the quote docu quote.	ment have been initialed by the
	9. Bid Bond and/or amounts indicated.	certified Check, (if required) have	ve been submitted with the quote in
	10. Any Delivery in	formation required is included.	
	MAILING Lee County P.O. Box 3	velope has been addressed to:  G ADDRESS  y Purchasing  198 or  FL 33902-0398	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901
	Quote Nun	velope MUST be sealed and mar nber late and/or Receiving Date	ked with:
		pe mailed or delivered in time to late and time. (Otherwise quote c	be received no later than the annot be considered or accepted.)
	and check	"NO BID" please write quote nur one of the following: o not offer this product nable to meet specifications (why nable to meet bond or insurance r	_Insufficient time to respond. ) equirement.
	C 	ompany Name and Address:	

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PROJECT NO.: Q-040690

OPEN DATE: DECEMBER 14, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: NOVEMBER 30, 2004

AND TIME: 2:00 P.M.

LOCATION: 1825 HENDRY STREET, 3<sup>RD</sup> FL

FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

(STEP TWO - PRICING)

#### TITLE:

# MOBILE STERILIZATION & ADOPTION VEHICLE FOR LEE COUNTY ANIMAL SERVICES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

**DIVISION OF PURCHASING** 

MAILING ADDRESS P.O. BOX 398 FORT MYERS, FL 33902-0398 PHYSICAL ADDRESS 1825 Hendry St 3<sup>rd</sup> Floor FORT MYERS, FL 33901

BUYER: PATTI ARMRUSTER, CPPB

**BUYER** 

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:
  - 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.

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#### 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.

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#### 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 <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, 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. <u>BIDDERS LIST MAINTENANCE</u>

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, statues, 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.

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#### 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 Statues, 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.

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#### 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) <u>Disadvantaged Business Enterprises</u>

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 ore 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. <u>ANTI-LOBBYING CLAUSE</u>

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 THE PURCHASE OF ONE (1) MOBILE STERILIZATION & ADOPTION VEHICLE

	BMITTED:	Ale a Walter
VENDOR 1	NAME:	
Lee	Board of County Commission County t Myers, Florida	oners
all of which		l Conditions", and the "Detailed Specifications", ndersigned proposes to furnish the following
	igned acknowledges Addenda numbers:	
	MOBILE STERILIZA	T (in U.S. Dollars) FOR ONE (1) TION & ADOPTION VEHICLE EP ONE OF THIS QUOTATION:
	MOBILE STERILIZA AS SPECIFIED IN STE	TION & ADOPTION VEHICLE
(NOTE	MOBILE STERILIZA AS SPECIFIED IN STE	TION & ADOPTION VEHICLE EP ONE OF THIS QUOTATION:
TO BE DE	MOBILE STERILIZA AS SPECIFIED IN STE \$	TION & ADOPTION VEHICLE EP ONE OF THIS QUOTATION:  LIVERED PRICE, F.O.B. FT. MYERS, FL)  CALENDAR DAYS AFTER
TO BE DE RECEIPT (	MOBILE STERILIZAT AS SPECIFIED IN STE  \$  THIS SHALL BE A DEI  LIVERED WITHIN OF AWARD AND PURCHA	TION & ADOPTION VEHICLE EP ONE OF THIS QUOTATION:  LIVERED PRICE, F.O.B. FT. MYERS, FL)  CALENDAR DAYS AFTER

13

OPTION A – EXTENDED WARRANTY ON CAB AND CHASSIS
ADDITIONAL COST OF OPTION A: \$
LENGTH OF TIME:
OPTION B - EXTENDED WARRANTY ON ENGINE
ADDITIONAL COST OF OPTION B: \$
LENGTH OF TIME:
OPTION C – EXTENDED WARRANTY ON TRANSMISSION
ADDITIONAL COST OF OPTION C: \$
LENGTH OF TIME:
OPTION D – ALL OTHER EXTENDED WARRANTIES OFFERED ON THIS VEHICLE – INCLUDING SYSTEMS, SURGICAL EQUIPMENT, ETC.
OPTION D-1: ITEM COVERED:
ADDITIONAL COST OF OPTION D-1 \$
LENGTH OF TIME:
OPTION D-2 ITEM COVERED:
ADDITIONAL COST OF OPTION D-2 \$
LENGTH OF TIME:
OPTION D-3: ITEM COVERED:
ADDITIONAL COST OF OPTION D-3
LENGTH OF TIME:
OPTION D-4 ITEM COVERED:
ADDITIONAL COST OF OPTION D-4 \$

\$
· · · · · · · · · · · · · · · · · · ·
\$
\$
for the Local Vendor Preference?
<del></del>

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 modified Yes	ications to the quote o	r specifications:
	uoter being declared n	as in the space below or on a separate page may conresponsive or to have the award of the quote
MODIFICATIONS	<u>.</u>	

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 LICE	ENSE NUMBER:
E-MAIL ADDRESS:	
REVISED: 7/28/00	

# LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR ONE (1) MOBILE STERILIZATION & ADOPTION VEHICLE

#### **SCOPE**

This Request For Quotations (RFQ) is issued by Lee County, Florida to request sealed quotations from vendors interested in providing a mobile sterilization and adoption vehicle for use by Lee County Animal Services.

#### REQUIRED PRODUCTS

The specifications for the vehicle were detailed in Step One of this quotation.

Quantities are as follows:

\*One (1) complete vehicle as specified in Step One.

#### **DELIVERY REQUIREMENTS**

The grand total cost quoted shall include delivery, F.O.B. Ft. Myers, FL, of the vehicle as directed to Lee County.

#### **BASIS OF AWARD**

The basis of award for this proposal will be the overall low quoter (lowest grand total cost) meeting specifications.

NOTE:

The listed options may or may not be awarded at Lee County's discretion and will not be factored into the grand total cost as part of the basis of award.

#### OPTION A - EXTENDED WARRANTY ON CAB AND CHASSIS

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

#### OPTION B - EXTENDED WARRANTY ON ENGINE

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

#### OPTION C - EXTENDED WARRANTY ON TRANSMISSION

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

### <u>OPTION D – ALL OTHER EXTENDED WARRANTIES OFFERED ON THIS VEHICLE – INCLUDING SYSTEMS, SURGICAL EQUIPMENT, ETC.</u>

Please state the additional cost of this/these option(s) in the space provided on the Proposal Quote Form.

NOTE: The intent under Option D is to obtain pricing on ALL of the extended warranties offered on this vehicle. Lee County reserves the right, at its sole discretion, to pick, choose, and award only those that may meet its needs from those warranties offered under this Option.

#### 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) What is the physical location of your principal place of business that is 1. located within the boundaries of Lee County, Florida? What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.) 2. 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.) How many employees are available to service this contract? Describe the types and amount of equipment you have available to service this contract.

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#### LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

			. •
<del></del>			
			,
Have yo		ervices to Lee County on a regular bag, consecutive five years?	sis for
	Yes	No	
If yes, ple		ractual history with Lee County for the Attach additional pages if necessary.	he past

#### **INSURANCE REQUIREMENTS**

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.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

- 1. <u>Insurance Requirements:</u> 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. <u>Commercial General Liability</u> - 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. <u>Business Auto Liability</u> - 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."

#### 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.
  - 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. <u>Special Requirements:</u>

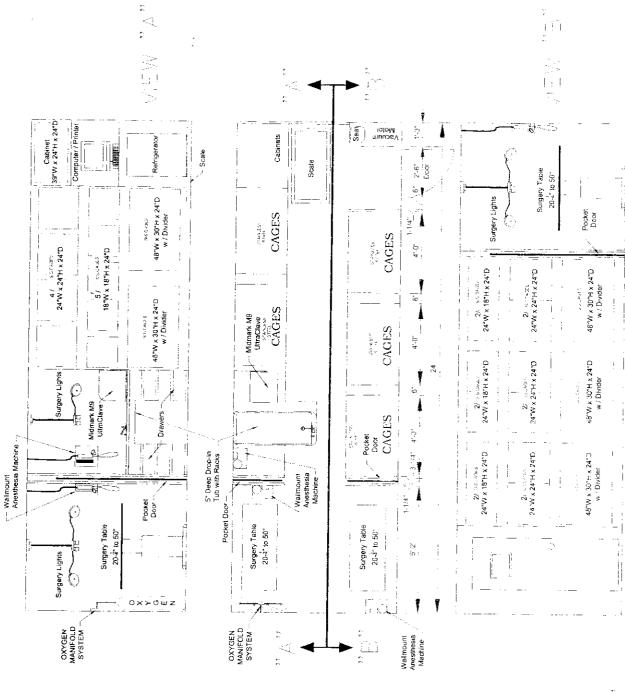
- a. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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#### LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT:	Please read carefu	ılly and return with your b	id proposal.	
Please check off		ng items as the necessary	action is completed:	
1. The Quote h		been signed.		
2. The Quote pi		ces offered have been revie	ewed.	
	3. The price exter	nsions and totals have beer	n checked.	
4. The original (submitted.		nust be manually signed) and 2 copies of the quote have been		
		tical sets of descriptive lite ted under separate cover.	erature, brochures and/or data (if required)	
	6. All modification	ions have been acknowledged in the space provided.		
	7. All addendums	s issued, if any, have been	acknowledged in the space provided.	
<ul> <li>8. Erasures or other changes made to the quote document have been initialed person signing the quote.</li> </ul>		note document have been initialed by the		
9. Bid Bond an amounts indicat		or certified Check, (if required) have been submitted with the quote in d.		
	10. Any Delivery	information required is in	cluded.	
	MAILIN	nvelope has been addresse	PHYSICAL ADDRESS	
		nty Purchasing	Lee County Purchasing	
	P.O. Box		1825 Hendry St 3 <sup>rd</sup> Floor Ft. Myers, FL 33901	
	ri. Miyer	rs, FL 33902-0398	rt. Mycis, i E 33701	
	12. The mailing envelope MUST be sealed and marked with:  Quote Number			
	Opening	Date and/or Receiving Da	ate	
			n time to be received no later than the se quote cannot be considered or accepted.)	
	14. If submitting	a "NO BID" please write o	quote number here	
		k one of the following:		
		Do not offer this product	Insufficient time to respond.	
	<del></del> !	Unable to meet specification Unable to meet bond or in:	ons (why)	
		Unable to meet bond or in:		
		Company Name and Add		
			· · · · · ·	

Revised: 10/8/04 24



ANIMAL SERVICES

SCALE : ⅓2" -= 1' Drawing No. 040302801

LARMITTON

## ATTACHMENT 4



PROJECT NO.: Q-040690

OPEN DATE: DECEMBER 14, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: NOVEMBER 30, 2004

AND TIME: 2:00 P.M.

LOCATION: 1825 HENDRY STREET, 3RD FL

FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

(STEP ONE - QUALIFICATIONS)

#### TITLE:

## MOBILE STERILIZATION & ADOPTION VEHICLE FOR LEE COUNTY ANIMAL SERVICES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OF PURCHASING

MAILING ADDRESS P.O. BOX 398

FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS 1825 Hendry St 3<sup>rd</sup> Floor

FORT MYERS, FL 33901

BUYER:

PATTI ARMBRUSTER, CPPB

BUYER

PHONE NO.: (239) 344-5450

#### Patti Armbruster - Spay/Neuter Vehicle

From: <Koniwade@aol.com>

To: <parmbruster@leegov.com>

Date: 12/28/2004 1:21 PM Subject: Spay/Neuter Vehicle

#### Patti.

Good morning. I wanted to get in touch with you regarding the contract that La Boit requires for the spay/neuter/adoption vehicle. We have done business with Florida state several times and have had no issues. With that being said, we will waive our requirements for a contract to be signed by your organization. If you have any questions, please contact me.

Thank you!

Happy New Year! Koni :)

Koni Wade Senior Sales Consultant La Boit Inc. 800-776-9984 ext. 303 623-581-2922 (fax) www.laboit.com

#### Patti Armbruster - Bid Q-040690

From:

<Koniwade@aol.com>

To:

<parmbruster@leegov.com>

Date:

12/17/2004 4:43 PM

Subject: Bid Q-040690

#### Patti.

Per our conversation, La Boit will waive our standard 50% deposit requirement if awarded this bid. We will need a legal binding Purchase Order before production begins. Feel free to contact me with any questions or concerns. Have a great weekend!

Happy Holidays! Koni:)

Koni Wade Senior Sales Consultant La Boit Inc. 800-776-9984 ext. 303 623-581-2922 (fax) www.laboit.com

#### INTRODUCTION

#### **OVERVIEW**

The Lee County Board of County Commissioners is accepting qualifications from companies interested in providing a mobile sterilization and adoption vehicle to Lee County Animal Services.

#### TWO-STEP QUOTE PROCESS

NOTE:

PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.

PLEASE USE SEPARATE SEALED ENVELOPES MARKED "STEP 1" & "STEP 2"

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

\*Step One will require interested vendors to submit the qualifications of their company.

\*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

## STEP ONE - REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing Services, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit <u>all</u> information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

## STEP TWO - REQUEST FOR QUOTATIONS - PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing Services, 1825 Hendry Street, 3<sup>rd</sup> Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

### 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:**

- Quotations shall be sealed in an envelope, and the outside of the envelope should a. be marked with the following information:
  - Marked with the words "Sealed Quote" 1.
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
- The Quotation shall be submitted in triplicate as follows: b.
  - 1. The original consisting of the Lee County quotes forms completed and
  - 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
- The following should be submitted along with the quotation in a separate C. 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
  - 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.
  - Warranties and guarantees against defective materials and workmanship. 2.
- ALTERNATE QUOTE: If the vendor elects to submit more than one quote, d. then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- QUOTES RECEIVED LATE: It is the quoter's responsibility to ensure that e. 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. <u>ACCEPTANCE</u>

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. <u>SUBSTITUTIONS</u>

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 <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, 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. <u>BIDDERS LIST MAINTENANCE</u>

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. <u>LEE COUNTY PAYMENT PROCEDURES</u>

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, statues, 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 Statues, 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. <u>AUTHORITY TO PIGGYBACK</u>

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. <u>COUNTY RESERVES THE RIGHT</u>

#### 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) <u>Disadvantaged Business Enterprises</u>

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 ore 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. <u>AUDITABLE RECORDS</u>

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. <u>CONFIDENTIALITY</u>

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

#### 23. <u>ANTI-LOBBYING CLAUSE</u>

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. <u>INSURANCE (AS APPLICABLE)</u>

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 THE PURCHASE OF ONE (1) MOBILE STERILIZATION AND ADOPTION VEHICLE

DATE SUBMITTED: 12 9 04
VENDOR NAME: LA BOLT INC.
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 terein, the Undersigned proposes to furnish the following which meet these specifications:
The undersigned acknowledges RCd Adderdum #1 - 12/11/04 - (K.W) receipt of Addenda numbers: RCd Adderdum #1 - 12/11/04
VILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?
YES NO

#### ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS OUOTE 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.

- 121-122-1 III RENOVAL TROM THE MASTER BIDDERS LIST.
FIRM NAME LA BOIT TAC.
BY (Printed): Kon Wade
BY (Signature): Low Wade
TITLE: SUNIOR Sales Consultant
FEDERAL ID # OR S.S.# 31 - 122 U 815
ADDRESS: 4290 E. 54 ave.
_ Columbus DH 43219
PHONE NO .: 614-231-7640
FAX NO.: 614-231-7680
CELLULAR PHONE/PAGER NO.: $800 - 776 - 9984$
LEE COUNTY OCCUPATIONAL LICENSE NUMBER:
E-MAIL ADDRESS: Koni wade @ aol. com REVISED: 7/28/00

#### **PROJECT OVERVIEW**

General Description: Lee County Animal Services is seeking to purchase a Class 6/Class C style vehicle for use primarily in a progressive program of mobile sterilization of domestic cats and dogs. The vehicle shall also be used to promote education and adoption on a mobile basis, and will serve as a post-emergency triage and treatment unit. Therefore, the vehicle must be properly equipped to function successfully in all of the specified functions.

THE AWARDED QUOTER SHALL DELIVER A TURN-KEY VEHICLE READY FOR USE.

NOTE: THESE SPECIFICATIONS ARE INTENDED TO ASSIST THE AWARDED QUOTER – IN PROVIDING A PRODUCT TO MEET THE NEEDS OF THE LEE COUNTY GOVERNMENT ANIMAL SERVICES DIVISION. THEY DO NOT RELINQUISH NOR EXCUSE THE AWARDED OUOTER FROM COMPLYING WITH ANY AND ALL APPLICABLE REGULATORY, GOVERNMENTAL, OR SAFETY ITEMS/ISSUES/DESIGN FEATURES THAT HE/SHE IS, OR SHOULD BE, AWARE OF; AND THAT WOULD NORMALLY BE CONSIDERED IN THE PRODUCTION OF A VEHICLE OF THE TYPE SPECIFIED HEREIN. THE ULTIMATE RESPONSIBILITY FOR THE ROADWORTHINESS, SAFETY, FUNCTIONALITY, AND REGULATORY CONFORMITY OF THE VEHICLE DESCRIBED HEREIN REST SOLELY WITH THE AWARDED QUOTER.

Certain minimum specifications are listed and required in order to qualify individual potential vendors. Each vendor should provide the exact specification or detailed explanation and supporting evidence as to how the vehicle they propose meets the intent and operational needs of Lee County Animal Services.

Each potential vendor should provide detailed specifications beyond the minimums herein defined. The following items are required and should be submitted with Step One of your quote package:

\*A sample layout drawing.

\*Photographs or computer generated dimensional representations of the vehicle proposed.

Specific final layout and placement of particular features within the vehicle shall be subject to final approval by Lee County Animal Services, any custom design fees must be built into the grand total price quoted in Step Two.

Vehicle design, safety, and compatible use are essential qualities to be considered in the process of awarding the quote for this specialty vehicle. The vehicle must comply with all US Federal Motor Vehicle Safety Standards (FMVSS), Florida state regulations and requirements, and any other applicable federal, state or local rule, law, code, or restriction in effect on the date of the award of the quotation and/or date of manufacture of the vehicle. All components, parts and accessories must be new, original equipment furnished to the OEM by outside vendors or suppliers and shall be properly engineered, assembled and installed onto the completed vehicle following all instructions and requirements of the various items. The vendor awarded the final contract shall warrant to the County that all original warranties remain in effect as specified by the manufacturer of the component or the same terms and conditions shall be the responsibility of the vendor.

The quality of workmanship, compliance to standards and requirements set forth, and overall construction and assembly are important factors. Lee County reserves the right to inspect the vehicle at various stages of construction (to be specified). A County representative shall travel to the location of assembly to inspect the process at Lee County's expense.

WHERE BRAND NAMES OR SPECIFIC MODEL NUMBERS ARE SPECIFIED HEREIN ONLY THOSE SPECIFIC MANUFACTURERS OR ITEMS MAY BE INCLUDED IN THE BID – NO SUBSTITUTIONS WILL BE ALLOWED FOR THOSE SPECIFIC ITEMS. WHERE SPECIFICATIONS ARE PROVIDED ONLY, MANUFACTURERS MAY BE CHOSEN BY THE VENDOR BUT MUST BE SPECIFIED IN THE QUOTE DOCUMENT – SUCH MANUFACTURERS SHOULD BE RECOGNIZED WITH AN ESTABLISHED REPUTATION IN THE INDUSTRY/FIELD. LEE COUNTY RESERVES THE RIGHT TO APPROVE OR DISAPPROVE MANUFACTURERS.

All final designs, equipment, layouts and other specifications are subject to the final approval of Lee County Animal Services and Lee County Fleet prior to construction of the vehicle.

PLEASE USE ADDITIONAL SHEETS OF PAPER AS NECESSARY TO RESPOND IN FULL TO THE FOLLOWING QUESTIONS/REQUIREMENTS.

PLEASE SUBMIT ALL REQUIRED SUBMITTALS IN TRIPLICATE.

#### **SITE VISITS**

Lee County reserves the right to make site visits to vendor facilities (at its expense) as part of the evaluation procedure. Compues

#### PRE-CONSTRUCTION BLUEPRINTS/LAYOUT APPROVAL

Lee County Animal Services will require the awarded vendor to supply detailed/final blueprints and layout drawings showing placement of all items prior to the commencement of vehicle construction. An actual sign-off from Animal Services on these final documents must be obtained by the awarded vendor before construction begins.

#### **CONTRACTS/AGREEMENTS**

If your firm will require Lee County to sign any type of contract and/or agreement as part of this purchase; please include a copy of these documents with Step One of the quotation.

The wed which there is a part of this purchase; please include a copy of these documents with Step One of the quotation.

#### **CAD DRAWINGS**

Detailed CAD drawings are included as part of step 1 for quoters convenience. These drawings are detailed to be a representation of what Lee County would ideally like to see as a finished layout. Dimensions etc, unless otherwise noted, are approximate.

Quoters shall submit their own drawings, which illustrate a floorplan that is as close as possible to that shown in the supplied drawings. Major deviations from this "ideal" floorplan will not be accepted or considered.

Should quoters have a question as to if their changes would constitute a "major deviation" to the floorplan, it will be the quoters responsibility to get a clarification preferably at the prebid, or at the latest by noon EST on 12-3-04 via email to parmbruster@leegov.com.

NOTE: Examples of major deviations below are unacceptable:

- Cage configurations, dimensions, placement of cages cannot change.
- Relocation of surgery tables would be an unacceptable major deviation.
- Tub table must be a fixed structure nearest the surgery tables.

(This is not a complete list. It is only examples of unacceptable major deviation)

Any allowable deviations will be at the sole discretion of Lee County.

#### **VENDOR QUALIFICATIONS**

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

NOTE: IN ORDER TO QUALIFY TO PROCEED TO STEP TWO AS A QUALIFIED VENDOR; A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".

#### REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

#### I. EXPERIENCE

Companies submitting this prequalification request shall have demonstrable, professional experience and background in the development, construction and sales of vehicles such as that specified in this quotation. Further, all companies submitting a prequalification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom a vehicle, similar to that detailed in this quotation, has been built and is currently in use.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

#### II. FINANCIAL QUALIFICATIONS (MINIMUM)

Your certificate of insurance must meet the following requirements		
Requirement #1: The Lee County Board of County Commissioners shall be added a 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.	

<u>STANDARD CONTRACT</u> - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

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- 1. <u>Insurance Requirements:</u> These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.
  - a. <u>Workers' Compensation</u> 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. <u>Commercial General Liability</u> - 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. <u>Business Auto Liability</u> - 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. <u>Verification of Coverage:</u>

- 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. <u>Special Requirements:</u>

- 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.

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

#### **III. BASIC DIMENSIONS**

## NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING BASIC DIMENSIONS.

Does your quoted vehicle meet all of the	ne following dimensions?
Yes	No
*Minimum Interior Floor Length: area)	Two Hundred eighty eight (288") inches (behind cab
Please specify exact dimension of propo	osed unit: 24' floor length
*Minimum Interior Width:	Ninety-Five (95") Inches
Please specify exact dimension of propo	osed unit: 95"
*Minimum Interior Height:	Eighty (80") Inches minimum clearance at all points including any drop downs such as lights, A/C units, etc.
Please specify exact dimension of propo	osed unit: 8Z''
*Maximum Exterior Height:	One Hundred Fourty-Four (144") Inches
Please specify exact dimension of propo	osed unit: 1 10 11 1/4
*Maximum Exterior Width:	One Hundred Two (102") Inches
Please specify exact dimension of propo	osed unit: \O  \(\frac{1}{2}\)
Exterior back panel to remain un-obstru	cted for our advertising use.
Please explain how the vehicle offered	complies with these specifications.

#### IV. CHASSIS SPECIFICATIONS:

## NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING CHASSIS SPECIFICATIONS.

Does your quoted vehicle meet all of the following specifications?				
	Yes	No		
*Chassis Type:		Class "6"/Class "C"		
Please specify:	Class	<u>c</u>		
*GVWR:		Total GVWR Not to exceed 25,999 lbs. (No CDL license requirement for this chassis)		
Please specify:	19,500	#5 MIN. (Preferred ZZ,000 GUWR		
*Engine:		Diesel – Minimum 6.0 Liter		
Please specify:_	Durama	4 6600 VB-Turbo		
*Axles:		Standard – to match the GVWR		
Please specify:	Front a	xle - 7000 #5 min BACK XKLE - 13,500 Mi		
*Transmission:	· .	Five (5) Speed Automatic with Overdrive		
Please specify:_ *Brakes:	5,5pec	(no 1855) - Sized + torqued rated adequated to be compartiable w/ engine horsepower + torqued rouse brakes on all wheels with Anti-Lock Braking system		
		Ldisc, power 4 wheel ABS		
*Alternator:		Heavy duty 12 volt, minimum of 150 amps		
Please specify:_ *Battery:	19 V-1	50 Amp min. Heavy duty 12-volt		
		Mintenance Free		
*Gauges:		Standard gauges to include hour meter		
Please specify:	Std ga	ugs, includes hour meter		
*Climate Contro	l:	Factory installed air conditioning, defroster and heater		
Please specify:	Cab hea	ting defrost + A/C installed + warrantied		
*Fuel Tank:	54 6	Minimum of 50 gallons – no exceptions		

Please specify number of gallo	ons: <u>Leo gallon mi</u> u.	
*Shocks: Heavy duty gas filled shocks		
Please specify: Heavy du	tygas filled shocks	
*Steering:	Power Steering	
Please specify: Heavy C	but with cruise control shall not be	
*Cooling system:	lust with cruise control shall not be technical unto the steering wheel Heavy duty radiator with silicone hoses	
Please specify: Factory	Installed Radiator, heavy duty	
*Tires:	Standard radial	
Please specify: Radial -	-tube less with highway tread	
*Wheels:	-tube less with highway tread ZC - 205175 R19.5 Standard steel wheels with stainless steel covers	
The Constitution	CILLERALISC MA SIS COMPRES & VAINE	
*Front bumper:	Sions, Simulators will be nuchanially secured to Rim	
	manufactured, chromed Steel 40 Min.	
*Interior:	Cloth seats - neutral colors (gray or tan ONLY)	
Please specify color: Cloy	4 Seats w/ 3 point Seat belt	
*Exterior:	Standard white	
Please specify color:	1. white	
*Accessories:	AM/FM stereo with CD and clock Tilt steering wheel Cruise control Power windows Power door locks All windows tinted Intermittent windshield wipers Dual heavy duty mirrors with convex Dual air bags	
Please specify: All & 4	he above is included	

Please explain how the vehicle offered complies with these specifications.

#### V. CONVERSION SPECIFICATIONS

## NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING CONVERSION SPECIFICATIONS.

Does your quot	ed vehicle	meet all of t	he following specifications?
	Yes	V	No
*Diesel Genera	tor:		
Make/model:		Onan	- Model 10KW - with Quiet Pack
Please specify:		JAN- 19	OK-Quiet Pack (May 90 to 12k no additional ric start with conversion "box" mounted controls to start con the generator. There shall also be a set of controls at
Starting system	:		cop the generator. There shall also be a set of controls at enerator to start and stop the unit.
Please specify:	Std	wy On	IAN generator
Gauges:		The fo	ollowing gauges shall be included:
		1.	A monitor system to show the status of the generator shall be mounted within the conversion "box" – NOT in the cab of the vehicle (so that it may be viewed by personnel working in the unit while the vehicle is parked). This monitor system shall also have lights to indicate the status.
		2.	A safety device shall be installed to shut the generator down in case of loss of oil pressure; overheating, or loss of coolant.
		3.	An hour meter shall be located on the generator.
Please specify:	Sta	WONAN	1 generator - complies whall of the above
Battery:		an iso	It battery with minimum of 750 CCA. Battery shall have lator in place to keep it from draining the chassis battery.
Please specify:	Com	olies-1	2V Battery WMin. 750 CCA W isolator
Mounting:		This t	rator shall be mounted on a roll-out tray for maintenance. ray shall have a locking mechanism to hold the tray in The generator shall have solid rubber mounts to the tray.
Please specify:	Comp	olies b	ut also includes access aborfor
	1		easy servicing.

Compartment:	The generator compartment will be insulated to keep the noise level down to a minimum. The exhaust system will be deflected to the outside of the compartment.		
Please specify:	olies		
Electrical:	The generator shall be protected by reset able breakers and/or fuses.		
Please specify: Complies	- Protected from over current by re-settable		
Please explain how the vehicle	offered complies with these specifications.		
*Shoreline Controls:	Minimum Fifty foot (50') 30 amp Marine Grade shore power cord with 30 amp marine grade service outlets.		
Please specify length of cord:	50'-30 Amp		
Please explain how the vehicle	offered complies with these specifications.		
*Electric Outlets:	Minimum Ten (10) interior dual socket electrical outlets		
Number of outlets: MiN,	<u>D</u> 10		
Please explain how the vehicle	offered complies with these specifications.		
	Minimum Eight (8) 12 volt dual bulb fluorescent light fixtures with an additional exterior light by door		
Number of fixtures: $M_{i}$ $M_{i}$ $\delta$	28-121 Westeria light bydoor		
Please provide a picture and spec	es with your quote.		
Please explain how the vehicle	offered complies with these specifications.		
	Customized floor plan with final approval by Animal Services.  As stated under "Project Overview", the following will be required and should be included with Step One of your quote package:  1. A sample layout drawing.		
	2. Photographs or computer generated dimensional representations of the vehicle proposed.  Complies – Wilded Wild Pockage offered complies with these specifications.  All stainless steel only, no exceptions. — Complies		
	All stainless steel only, no exceptions. — COON IPS		
	offered complies with these specifications.		
*Cage Configuration:			

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## <u>NOTE</u>: Floor plans and drawings for the following cage configuration should be submitted with Step One of your quote package.

All corners, seams and/ or joints shall be soldered to make unit impervious, to leakage and or accumulation of any material. All cages shall be wrapped or insulated provide for sound-proofing or noise reduction from weight of animal causing metal to bend or warp. This material shall be of such material to be impervious to insects or pest accumulation. All cage doors/gates shall be heavy duty, stainless steel, two-piece construction, and self-locking latches and shall be made in such a manner to retain any material placed in the bottom of the cage. All cages shall have a fluid retaining lip. All double door doors/gates shall have spring-loaded easy close easy open latches of stainless steel material and no center bar. There shall be provision for all double door/gate cage/kennels to have stainless steel removable divider to allow for dividing space into two equal spaces.

RIGHT (Curb side/Passenger side) cage layout. All cage/kennel backs shall be of Plexiglas or tempered glass of no less than ½ inch in thickness. This material shall allow for unimpeded viewing of interior of each of these spaces from exterior of vehicle when roll-up shutter doors are rolled up out of the way. Maximum 4-inch kick plate and appropriate spacing of spaces to assure solid long-term construction. Space above top row shall accommodate roll shutter mechanism for protection of viewing back material and removal when viewing is desired

Cages/kennels shall be placed as described.

#### Bottom row:

• 3 (Three) 48 inch wide X 30 inch tall with double doors of 24 inches wide and 30 inches tall and appropriate locking mechanism and removable cage/kennel divider

#### Middle row:

• 3 (Three) 48 inch wide X 24 inch tall with double doors of 24 inches wide and 30 inches tall and appropriate locking mechanism and removable cage/kennel divider

#### Top row:

6 (six) 24 inch wide X 18 inch tall with appropriate door/gate and locking mechanism.
 Upper back edge, plexiglas side, of cage space could be utilized as housing for roll-up outside shutters for this bank of cages if necessary 6 inches X 6 inches

This makes 12 cages/kennel or spaces with the possible expansion of bottom and middle rows to add 6 additional cage/kennels. (Max 18 spaces)

#### LEFT (driver's side)

#### **Bottom Row:**

• 2 (two) 48 inch wide X 30 inch tall with stainless steel double doors/gates and appropriate latches and removable stainless steel divider panels

#### Middle Row:

• 5 (five) 18 inch wide X 18 inch tall with stainless steel doors/gates and appropriate latches

#### Top Row:

• 4 (four) 24 inch wide X 24 inch tall with stainless steel doors/gates with appropriate latches

This makes 11 cages/kennel or spaces with the possible expansion of bottom row to add 2 additional cage/kennels. (Max 13 spaces)

There shall be a minimum of two (2) cages/kennels in the location of the overhang of the conversion over the top of the chassis cab. These cages shall be of the same material, construction and insulation of all other cage/kennels.

#### **OVER HANG:**

• 2 (two) 24 inch wide X 24 inch tall with stainless steel doors/gates with appropriate latches

Maximum cages possible with this layout is minimum of 25 cages, maximum of 33 cages

Desired element would be all cages/kennels 24 inches wide, would be constructed to have double doors/gates with removable divider panel to be able to divide the 24 inch wide cages/kennels into two (2) 12 wide X 24 inch tall spaces.

NOTE: All cages to have a minimum depth of twenty (20)" (May be deeper if there is an acceptable aisle). Maximum depth of twenty four (24)" Min. 204 au care

Please explain how the vehicle offered complies with these specifications.

	•	_	
	•	*	
Dulu	offered	in	

\*Exterior Cage Viewing:

Three (3) exterior rolling doors to expose the cages for outside viewing. Must be electrically/automatically operated from inside the vehicle. Manual operation shall be possible in the event of power failure. The windows must be made out of Plexiglas or tempered safety glass.

Oll offur features and in compliance.
Please explain how the vehicle offered complies with these specifications.

\*Awning:

Minimum 16' awning of sufficient size to cover viewing area. Awning must be electric/automatic with operation from inside. Manual operation shall be possible in the event of power failure. The awning shall be placed on the curbside positioned to provide shade/coverage of the exposed viewing area.

Please specify awning size: 10 min. Auto matic - Dometic (choice of color)

Please provide a picture and specs with your quote. See Sochure

#### Please explain how the vehicle offered complies with these specifications.

\*Leveling System:

A leveling system utilizing electric or air over hydraulic powered jacks will be used to level the unit. This system should consist of and include the following features:

- 1. A jack shall be mounted on all four corners under the chassis.
- 2. Controls shall be mounted on the dash with an indicator to show the jacks are down; and a second indicator to show that the vehicle is level. A warning light to let the operator know the jacks are down shall also be included.

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Will S. A m

A safety lock shall be in place to keep the transmission from going into gear while the jacks are down.

- 4. The blocks which will be necessary to be used with the jacks to adjust the height shall be included.
- 5. A manual override hand pump in case of electrical problems located at the pump; shall be included.

Please explain how the vehicle offered complies with these specifications.				
*Roof Mounted Air Condition	,p			
	3- Dometic w/ heat strips			
Please provide a picture and sp	ecs with your quote See brochure + Video			
Please explain how the vehicl	e offered complies with these specifications.			
*Heaters:	Three (3) 1500 watt electric heaters			
Please specify number: 3	- 1500 watt, wall electric heaters			
Please provide a picture and sp	Please provide a picture and specs with your quote See Stochure + video			
	e offered complies with these specifications.			
*Narcotics Safe: Stainless steel double-locking, double door narcotic safe To be concealed by cabinetry or other features.				
Safe dimensions:	Minimum - six (6)" deep by sixteen (16)" wide by twenty (20)" tall.  Maximum - eight (8)" deep by eighteen (18)" wide by twenty four (24)" tall.			
Please provide a picture and specs with your quote. — See brockure + Video				
<del>-</del>	e offered complies with these specifications.			
*Safe: compiles	Anchored key & combination safe for cash (concealed by cabinet or other features)			
Please provide a picture and specs with your quote See brochure + video				
Please explain how the vehicle offered complies with these specifications.				
*Refrigerator:	Minimum 2.7 cu ft			
Please specify size: Complies - 115 V 12V Noncold 2.7 Cm. A.				

	Please provide a picture and specs with your quote See 610CMTE			
	Please explain how the vehicle offered complies with these specifications.			
	*Microwave:	Minimum 1.2 cu ft and 1500 watts		
	Please specify size:	1. 1.2 Cu St, -1500 watts		
	Please provide a picture and sp	ecs with your quote See brochur	e	
	Please explain how the vehicl	e offered complies with these specifications.		
	*Sink:	Stainless Steel with stainless steel faucet Cecs with your quote. NA	eleted per	
	Please provide a picture and sp	ecs with your quote. NA	addendum	
	Please explain how the vehicle	e offered complies with these specifications.	•	
	*Computer Accommodations:	Laptop Computer & Scanner/Copier/Printer to be Lee County but vehicle must be designed appropriate to the county but the		
	complies	placement of secured computer components.	matery for	
Please provide a picture and specs with your quote. See brockure				
Please explain how the vehicle offered complies with these specifications.				
	*Floor Covering:	Hospital Grade Vinyl Flooring Slip Resistant, Fire Resistant All joints, seams, edges to be sealed or caulked	complies- grey flecked color sarkett brance	
Please explain how the vehicle offered complies with these specifications.			Jag Color	
	*Plumbing/Tanks:		Jankett Dr	
-	Fresh water tank:	Minimum Eighteen (18) gallon fresh water tank Demand water pump, water pump isolator Surfle	& fill o or equivalent,	
	Gray water tank:	Minimum Twenty (20) gallon gray water holdin	g tanks	
	Please specify sizes of tanks & brand of isolator: 18 gallon Gest 22 Oallon Que			
	2.8 GPM Minimum Twenty (20) gallon gray water holding tanks  Please specify sizes of tanks & brand of isolator:  Please explain how the vehicle offered complies with these specifications.			
	*Water Heater:	Minimum 4.5 gallon fast recovery electric water water heater relief valve plumbed to outside of the Propane powered heater is not acceptable.	heater with he vehicle.	
	Please specify size of tank:	4.5 gallon-point of use	(min.)	

Please explain how the vehicle offered complies with these specifications. Please provide proof of compliance with required specification through photos, brochures or other means adequate to determine specific items are being provided.

Tub Table: Wet/Prep tub table, 24 inched wide and overall 48 inches long, in a fixed position, 5 inch to 6 inch deep with slope to drain which, shall be mounted to gray water holding tank of conversion. This tub table shall be constructed of stainless steel and shall be a drop-in style; an appropriately sized cabinet with a knee cut away with rounded edges at the aisle end of the cabinet shall be constructed to hold tub table with remaining space under tub table to be made available for storage. Tub table shall have end location for single lever faucet, which can be operated by wrist, arm or elbow to keep hands sanitary and sprayer with hose of minimally 72 inches in length. The location of the water supply shall also be the end in which the position for the drain is located. There shall be a recessed stainless steel or PVC coated grate or rack, which can be placed on a lip edge to allow water to drain away from the subject on the grate. There shall be a stainless steel exam solid metal cover, which can be fitted on top of the recessed stainless steel grate/rack to provide a solid covering for this apparatus. Approval of location shall be made at time of floor plan and cage layout approval.

VSSI 105-1320-00 5-inch deep drop in tub (wet/prep) 48 inches long with PVC coated recessed rack

VSSI 205-1323-01 Stainless steel exam table top insert for 48 inch tub fitting over recessed

PVC covered rack

VSSI 107-0112-00 Single lever faucet with 72 inch sprayer hose

Please provide a picture and specs with your quote. See by chure

Please explain how the vehicle offered complies with these specifications.

\*Exam Light: Two (2), Surgery dual head, lights, swing arms, ceiling mounted with locks to protect lights when vehicle is moving. Location centered right and left side surgical suite, position to be approved by purchaser at time of floor plan and cage layout approval.

Centurion by Medical Illumination Model # 021515

One (1) Examination/Diagnostic light with Halogen bulb(s), Ceiling mounted, swing arm, with lock to protect light when vehicle is moving, positioned centrally over the position of the fixed tub table location to be approved by purchaser at the time of floor plan and cage layout approval Centurion by Medical Illumination Model #021513 (ceiling) or 021512 (wall)

complies

Please provide a picture and specs with your quote. See brother

Please explain how the vehicle offered complies with these specifications.

\*Clippers: Wall Mounted Electric Pet Grooming Clippers Double K Power Clipper

Please specify brand of clippers: Double K Power Clipper - wall mounted

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Central Vacuum: Vacuum must be of sufficient power to remove animal hair from

prep area regardless of placement of vacuum unit; shall have

Perplacement page

Addendum #1 Project No. Q-040690

appropriate filtration system; and be designed for animal hair

complies

Please provide a picture and specs with your quote. See Swall

Please explain how the vehicle offered complies with these specifications.

\*Sound System:

Sound system throughout working area

Separate sound systems in veterinary & prep areas allowed

complies

Please provide a picture and specs with your quote. See 50 Change

Please explain how the vehicle offered complies with these specifications.

\*Cabinets and Countertops:

All countertops and work surfaces must be stainless steel.

High-impact laminated wood cabinets - must use plywood (no fiberboard products for cabinetry) All edges and surfaces

must be laminated

Cabinet cabinets could be made of aluminum.

Cabinet construction must be humidity/moisture resistant

consistent with SW Florida conditions

Please explain how the vehicle offered complies with these specifications.

\*Safety/Security:

Complies

Fire Extinguisher Smoke Detector

Carbon Monoxide Detector

First Aid Kit

(3) Safety Cones - minimum thirty-six (36") inches in height V

Triangle Flares 🗸

Back-up Alarm - This audible alarm shall be rated at a min.

112 dba in accordance with SAE-J-994b.  $\checkmark$ 

Backing Camera with Monitor .

Please explain how the vehicle offered compiles with these specifications.

\*Exterior Door:

complies

Minimum Thirty (30") Inch Exterior Grade Door with one window and a deadbolt lock; to open outward. No other windows are required. This door must be located on the curbside behind the front passenger's door.

Please explain how the vehicle offered complies with these specifications.

\*Exterior Steps:

A set of exterior grade steps shall be provided outside of the exterior door (specified above). These steps shall be sufficient in number to provide case of ingress and egress to and from the vehicle (from ground to floor level). The steps must be either

Replaced w/ addendum

FORMAL QUOTE NO.: Q-040690

appropriate filtration system; and be designed for animal hair

complies

Please provide a picture and specs with your quote.

see mochure

Please explain how the vehicle offered complies with these specifications.

\*Sound System:

Sound system throughout working area

Separate sound systems in veterinary & prep areas allowed

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Cabinets and Countertops:

All countertops and work surfaces must be stainless steel.

Nigh-impact laminated wood cabinets – must use plywood (no

fiberboard products for cabinetry)

All edges and surfaces must be laminated

Cabinet construction must be humidity/moisture resistant consistent with SW Florida conditions

Please provide a picture and specs with your quote.

Please explain how the vehicle offered complies with these specifications.

\*Safety/Security:

Fire Extinguisher Smoke Detector

Carbon Monoxide Detector

First Aid Kit

(3) Safety Cones – minimum thirty-six (36") inches in height

Triangle Flares

Back-up Alarm - This audible alarm shall be rated at a minimum

112 dba in accordance with SAE-J-994b.

**Backing Camera with Monitor** 

Please explain how the vehicle offered complies with these specifications.

\*Exterior Door:

Minimum Thirty (30") Inch Exterior Grade Door with one window and a deadbolt lock; to open outward. No other windows are required. This door must be located on the curbside behind the front passenger's door.

Please explain how the vehicle offered complies with these specifications.

\*Exterior Steps:

A set of exterior grade steps shall be provided outside of the exterior door (specified above). These steps shall be sufficient in number to provide ease of ingress and egress to and from the vehicle (from ground to floor level). The steps must be either

electrically, hydraulically, or electric over hydraulically operated (please specify below). An indicator showing when the steps are down shall be included on the dash of the vehicle.

Please specify operating methodology of the steps:_	condies w	all	above
·	1		

Please explain how the vehicle offered complies with these specifications.

\* Body Construction:

Complies

Shall have tubular metal frame structure welded on sixteen (16)"

centers.

Walls and Ceiling:

The interior and exterior walls and interior roof shall be

seamless, one (1) piece, fiberglass panels bonded directly to the shell structure. The use of other panel material or designs which are not seamless are <u>not acceptable</u>. Mechanical attachment of

any panels is not acceptable. The exterior roof shall be a

seamless, one-piece flexible fiberglass panel.

Insulation:

In walls and ceiling the minimum requirement is R-11.

Please explain how the vehicle offered complies with these specifications.

#### VI. VETERINARY EQUIPMENT/SUITE

## NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING VETERINARY EQUIPMENT SUITE SPECIFICATIONS.

Does your quoted vehicle meet all of the following specifications?

Yes	No
-----	----

Complies

Two (2)Surgery Tables: V-top, heated, stainless steel, surgical tables with trough to collect fluids. Each table shall have a hydraulic base with rotating cylinder. Collection bucket to be able to be hung at end of trough for fluid collection.

Two (2) VSSI # 100-4041-21

Two (2) VSSI # 200-3041-03 (2 quart)

Comples

Surgical Blind: A retractable and adjustable metal mini blind shall be mounted on the gate side of the cages that have plexiglass opening to conceal the interior of the vehicle and still have the animals for viewing when desired. Blind to be one piece and operate via drawstring. Blind to be recessed into the opening to keep bleed thru at a minimum. When retracted the blinds shall be as compact as possible to not interfere with the headroom. The blinds are to be white in color.

Complies per addendum
non metal blind

<sup>\*</sup>There shall be a wall separating Prep Area from Surgical Suite with sliding pocket door.

<sup>\*</sup>The suite shall include the following equipment:

Anesthesia: Oxygen Tank storage four (4) "H" tanks and holders connected to manifold with four (4) intake positions with medical grade oxygen regulators and three (3) output positions with fail-safes. Location of these out put positions to be located and approved at floor plan and cage layout approval by purchaser:

Coughes

- 1 position adjacent to fixed tub table position with quick disconnect fittings
- 1 position at dividing wall on left (drivers side) of vehicle with quick disconnect fittings
- 1 position on back wall on right side (passenger side) with quick disconnect fittings

Oxygen Manifold System by SurgiVet/Anesco 4 tank intake with and 3 position output by SurgiVet/Anesco appropriate mounting with High (V7320) and Low (V7321) pressure alarms and gauges with in wall piping and wall mounted with quick disconnect wall mounted fixtures at approved sites

Anesthesia machines; three (3) SurgiVet/Anesco, Table Top/Wall mount models (Three (3) wall mount brackets with lock downs #32350B5) each with dual oxygen flowmeter, SurgiVet/Anesco Model # V701001, each with Tech 3 vaporizer for Isoflurane with key fill #V720301 with fill adapter for key fill Isoflurane (32343B12), each machine shall be equipped with Universal F-Circuit (rebreathing); two (2) of 60 inches (#32359B4), one (1) of 40 inches (32359B3) with appropriate connections to oxygen supply with quick disconnects

Anesthesia Active Evacuation System by SurgiVet/Anesco: 2 (two) AES V7300 evacuations systems can be hardwired into electrical circuitry of conversion with 2 inlet ports and one exhaust port which, shall be connected to appropriate connection to outside location on vehicle. Active canister may be wall mounted or ceiling mounted on right (driver's side) to capture exhaust gases from these two anesthesia machines, and one can be wall or ceiling mounted to capture gases from left side (passenger's side with appropriate pop off valves (3) V7307 for each anesthesia machine, tubing (32086B1) Male adapters (V7313)

Autoclave: Mid-Mark M-9 Ultraclave with dedicated 20 am circuit with lockdown to bracketing to prevent movement when vehicle in motion Complies

Stool: One (1) Gas column chair with safety lock, to prevent movement when vehicle in motion. VSSI 102-4920-11 complies

Please provide a picture and specs with your quote. see brochure

Please explain how the vehicle offered complies with these specifications.

Scale: Walk on scale with digital readout. LCD, large display with ON, LB/KG, and ZERO settings and scale display to be mounted in appropriate position for easy reading and use to be approved by purchaser at floor plan and cage layout approval. Scale shall be mounted such that the scale can be push under cabinetry to be out of the way when not in use and be easily pulled into position when needed. Scale shall be 22 inches wide by 44 inches long and less than 2 inches tall, scale shall have auto lock feature to prevent being able to weigh animal which doesn't sit still, 3 way shock protection to protect load cells from damage, platform shall be of Stainless Steel with raised anti drip lip, heavy duty vinyl mat.

Technidyne # Vet Tech 300

Please provide a picture and specs with your quote. See Sochure

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#### Please explain how the vehicle offered complies with these specifications.

#### VII. MISCELLANEOUS, DELIVERY & WARRANTY REQUIREMENTS

Does your quoted vehicle meet all of the following specifications?

# NOTE: THE VEHICLE YOU ARE QUOTING MUST COMPLY WITH THE FOLLOWING MISCELLANEOUS AND WARRANTY REQUIREMENTS.

Ye	s	No	
*All electrical fixtu with all breakers la			le. A breaker panel shall be installed

Please explain how the vehicle offered complies with these specifications.

\*The finished vehicle must comply with all applicable Florida Veterinary Inspection requirements for a mobile clinic operation. All applicable permits, licenses, etc. will be obtained by Lee County. However, vehicles delivered which do not qualify for the necessary permits, etc. will not be approved for payment; and it will be the awarded vendor's responsibility — and at his cost—to rectify any and all issues. Exhibit #1 is included as a guideline to these requirements.

Please explain how the vehicle offered complies with these specifications.

\*Manuals. Two (2) complete sets of manuals shall be supplied with the completed vehicle. These shall include/cover, at a minimum, parts, repairs, electrical, maintenance, and troubleshooting. They must also cover the chassis, generator, and all accessories within the vehicle. The manuals may be furnished via either CD or standard books.

Please explain how the vehicle offered complies with these specifications.

\*Spare keys. Three (3) complete sets of keys shall be supplied with the completed vehicle. Compiles

Please explain how the vehicle offered complies with these specifications.

\*Delivery Conditions: The grand total cost quoted (see Step Two) shall include delivery, F.O.B. Ft. Myers, FL, of the vehicle as directed to Lee County.

The following delivery conditions shall apply (as applicable):

In addition to the equipment specified, vehicle shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926 (or latest version(s) of these standards and requirements). Further, the vehicle shall comply with any and all applicable Local (Lee County/Fort Myers, FL), State (Florida), and Federal requirements.

Complies

comples

The successful quoter shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- a. complete lubrication
- b. check all fluid levels to assure proper fill
- c. adjustment of engine to proper operating condition
- d. inflate tires to proper pressure
- e. check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
- f. front end alignment and all wheels balanced
- g. cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. DO NOT REMOVE WINDOW PRICE STICKER.
- h. overall check for safe operating condition

Furnish a completed copy of the manufacturer's standard retail sale pre-delivery service form, noted and signed.

All units must contain no less than 1/4 tank of fuel as indicated by the vehicles fuel gauge at the time of delivery.

Delivery does not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein. Vehicles shall be delivered with each of the following documents satisfactorily completed:

- a. Statement of Origin
- b. Owner/Operator Manual, one copy
- c. Warranty Certifications
- d. Copy of Pre-delivery Service Report
- e. Window price sticker (fixed)
- f. DHSMV-V-40, Application for Title
- g. Sales Tax Exemption Form DR-41.A
- h. Temporary Tag
- i. Rustproofing warranty certificate (if applicable)

#### \*NOTE: A certified weight slip will be required upon delivery.

All documents must be properly filled out, signed and notarized, as necessary. Date of purchase is date of final delivery and shall be correct on all forms.

It shall be understood by the quoter that the quote covers a complete, fully operative unit as specified, including the mounting and all attachments/connections to the chassis.

NOTE: THE TOTAL MILEAGE ON THE VEHICLE AT TIME OF DELIVERY TO:

LEE COUNTY FLEET MANAGEMENT

2955 VAN BUREN STREET

FT. MYERS, FL 33916

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SHALL NOT EXCEED 250 MILES. A DELAYED WARRANTY START UP FOR THE MILEAGE SHALL BE COMPLETED BY THE AWARDED VENDOR FOR THE CHASSIS. COMPLES - VEHICLE WILL be Trucked to FLORICA

NOTE: REGARDLESS OF DELIVERY METHODOLOGY USED, THE AWARDED VENDOR – OR HIS CARRIER – WILL BE RESPONSIBLE FOR THE OFF-LOADING OF THE VEHICLE. LEE COUNTY FLEET WILL NOT ASSIST IN THE OFF-LOADING OF THE VEHICLE.

#### Please explain how the vehicle offered complies with these specifications.

\*Warranty: Lee County desires and would prefer a minimum of one (1) year of warranty coverage on the entire vehicle including its systems and surgical equipment. This warranty should include all parts, labor, and travel time to Lee County. In the space provided below, please detail the standard warranty coverage(s) offered on the vehicle and its equipment.

/ Labort Warrardy Included in packet
Gne warrandy Included in packet
Structure - 12 years/150000 miles
Structure - 12 years 150000 miles Fiber grass - 12 years 150000 miles
Cabinetry - 5 wars lunlimited miles
Cabinetry - 5 years Junumited miles workman ship - 3 years / 45000 miles
) Equipment - all equipment warranty is covered by specific manufacturer. All is
Covered by specific manufacturer. all is
1 year or longer.

<sup>\*</sup>Warranty Work: The quoter must maintain a normal supply of replacement parts and be equipped with personnel and facilities to provide such services as necessary to keep the equipment in operation with a minimum of delay.

	e location of the manufacturer's nearest service facility and parts depot to Lee ation (2955 Van Buren Street, Fort Myers, FL).
	Name: 3980 Fowler Street
	Address: Fort Myers, FL 33901-2604
	Phone: (239) 934 - 8541
NOTE:	IN THE EVENT THAT A LOCAL VENDOR IS UNAVAILABLE OR CANNOT KEEP THE EQUIPMENT IN OPERATION WITH A MINIMUM OF DELAY; THE AWARDED QUOTER AGREES TO PAY LEE COUNTY FLEET MANAGEMENT ITS NORMAL REPAIR RATE OF \$55 PER HOUR FOR WARRANTY WORK (WITH THE AWARDED QUOTER'S PRIOR APPROVAL).
Additional wa	arranty or logistical services may be listed below.
	GMC Dura max Drese / Engine - 3 yrs Emmission Control - Syears/ 100000 miles
Please explain	below how all warranty repairs not provided by one of the above vendors will be Lee County.
	Upon warranty approval, laboit will pay certified repair facility for repair work
NOTE: A DI	ELAYED WARRANTY START UP SHALL BE COMPLETED BY THE
AWARDED	VENDOR FOR THE CHASSIS.
	explain how the vehicle offered complies with these specifications.
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#### SAMPLE A

# EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS

Project Name: <u>Mobile Steri</u> <u>Services</u>	lization and A	doption Vehicle	for Lee County Animal	
Quotation No.:Q-040690				
Committee Evaluation Date	/Time:			
I. EXPERIENCE				
experience and background	in the develop	ment, constructi	ave demonstrable, professions on and sales of vehicles such ibing this provided and are the	
	_PASS		_FAIL	
references listing customer r	names, address hat detailed in and accompar	ses, telephone nu this quotation, h	provide a minimum of three (3 mbers, and contact person, for as been built and is currently in provided? Were all the	r
	_PASS		_FAIL	
II. FINANCIAL QUALIFIC	CATIONS			
Were current Certificates of Vendor's ability to obtain in	Insurance or l surance provid	etter from insura led and acceptab	nce company evidencing the le?	
	_PASS		_FAIL	
III. BASIC DIMENSIONS				
Was this firm able to answer Did it adequately prove that i section?	"Yes" to all o	of the questions unplies with the re	nder "Basic Dimensions"? equirements under this	
	_PASS		_FAIL	

	· ·			
Was this f Specificati under this	rm able to answer "Yes" to ons"? Did it adequately page section?	o all of the rove that it	questions under "Chassis vehicle complies with the	requirements
	PASS		FAIL	
V. CONV	ERSION SPECIFICATIO	<u>NS</u>		
Was this fi Specificati under this	ons"? Did it adequately p	o all of the rove that its	questions under "Conversion vehicle complies with the	on requirements
un vet VI. vete	PASS  PINONY  RIANARY EQUIPMENT	— /SUITE	FAIL	
Was this fir Equipment	rm able to answer "Yes" to Suite"? Did it adequately to under this section?	o all of the o	questions under "Veteriana its vehicle complies with the	rv J
	PASS		FAIL	
VII. MISC	ELLANEOUS, DELIVER	XY & WAR	RANTY REQUIREMENT	<u>'S</u>
Warranty R	m able to answer "Yes" to equirements"? Did it adeas under this section?	all of the c quately pro	uestions under "Miscelland ve that its vehicle complies	ous & with the
	PASS		FAIL	

IV. CHASSIS SPECIFICATIONS

#### SAMPLE B

#### REFERENCE CHECK FORM

Project Name: Mobile Sterilization	on and Adoption Vehicle for	Lee County Animal Services
Quotation No.: Q-040690		
1. Has this company provided a vefirm/entity?	ehicle similar to that being o	juoted to Lee County to your
Yes	No	
2. During the construction of the v	vehicle, how was their respo	nse time to your requests?
Excellent	Satisfactory	Poor
3. Once the vehicle was completed managerial and support staff?	l, how would you rate the fo	llow-up and availability of the
Excellent	Satisfactory	Poor
4. Would you recommend employ	ment of this company?	
Yes	No	
If no, please explain:		•
OVERALL COMMENTS:		
REFERENCE CALLED:		
NAME:		
DATE:		
TIME:		
CHECKER'S SIGNATURE:		

#### EXHIBIT #1

# INSTRUCTIONS FOR COMPLETING BOARD OF VETERINARY MEDICINE APPLICATION FOR REGISTRATION OF A VETERINARY PREMISE

#### Application begins on page 2

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at (850) 487-1395.

If this is an establishment, permanent or mobile, where a licensed veterinarian practices, you must have a permit issued by the Department of Business and Professional Regulation. Please be advised that practicing veterinary medicine at an unlicensed establishment is a violation of Section 474.215, Florida Statutes, and may result in disciplinary action being taken against your veterinary license.

Please read the following instructions carefully:

1. Complete all information. Incomplete applications will not be reviewed.

2. Your application cannot be processed until the \$250 application fee is received.

3. Return any premise permits that may have been awarded to a previous veterinarian responsible for the location. Details of where to submit your payment are at the bottom of this page.

4. Be sure to keep a copy of your application and check until you receive your temporary premise permit letter from the department. If you submit your application online, be sure to print a copy of your confirmation page.

#### APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

Initial Licensure of a Clinic/Hospital	☐ Pay \$250 fee (make check payable to Department of Business and Professional Regulation) ☐ Complete DBPR VM-4902 - Application for Registration of a Veterinary Premise form
Initial Licensure of a Mobile Unit	<ul> <li>Pay \$250 fee (make check payable to Department of Business and Professional Regulation)</li> <li>Complete DBPR VM-4902 - Application for Registration of a Veterinary Premise form</li> </ul>

Please send your completed application, documentation and required fee(s) to:

Department of Business and Professional Regulation 1940 North Monroe Street Tallahassee, FL 32399-0783

www.MyFlorida.com

#### DBPR VM-4902 - Application for Registration of a Veterinary Premise



Transaction Type:

☐ Initial Licensure of a Clinic/Hospital ☐ Initial Licensure of a Mobile Unit

New Clinic/Hospital

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

1940 North Monroe Street Tallahassee, FL 32399-0783

# NOTE – This form must be submitted as part of an application packet

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at (850) 487-1395.

☐ Existing clinic/hospital moving locations☐ A change in business ownership	s			
Current Clinic Name		Previous	Name of C	linic (if different from Current)
Address (Street and Number)	<u></u>		· · · · · · · · · · · · · · · · · · ·	
City	······································	<del></del>	State	Zip Code (+4 optional)
Mailing Address (if different from Street Address	s)			
City	· · · · · · · · · · · · · · · · · · ·		State	Zip Code (+4 optional)
County	Tele	phone Nu	mber	Fax Number
Opening Date (or date of change in location or o	ownersh	nip)	<del></del>	
Name of Hospital (if any) that may provide service	ces not	performed	on premis	6
Address of Hospital (Street and Number)	<u> </u>		<del></del>	
City	<del> </del>		State	Zip Code (+4 optional)
County	Tele	phone Nu	mber	Fax Number

<del></del>	y) that may provide services not p	performed	on premise
Address of Hospital (Street and	Number)		
City	State	<del></del>	Zip Code (+4 optional)
County	Telephone No	umber	Fax Number
Additional Hospital Name (if any	/) that may provide services not p	erformed	on premise
Address of Hospital (Street and			
City	State		Zip Code (+4 optional)
County	Telephone Nu	ımber	Fax Number
		· ····- · · · · · · · · · · · · · ·	
Yame			
Address (Street and Number)		<u> </u>	
lity		State	Zip Code (+4 optional)
icense Number	Social Security	/ Number	
ections 455.203(9), 409.2577, and 409. opticants and licensees by a Title IV-D	ore of Social Security Numbers is volunta ins are mandatory pursuant to Title 42 I .2598, Florida Statutes. Social Security child support agency to assure compiler rofessional and occupational license app and Work Opportunity Reconciliation Act	Numbers a nce with chil	is Code, Sections 653 and 654; an re used to allow efficient screening o d support obligations. Social Securit
ame of Owner			
ame of Owner Idress (Street and Number)			
		State	Zip Code (+4 optional)
ddress (Street and Number)		State	Zip Code (+4 optional)

correspondence check through the Department of Law Enforcement.

Pie	ease checi	("Yes" or	"No" to answer the following questions.
1.	Yes C	No 🗆	Does the exterior of the premise have a legible sign to identify its location?
2.	Yes C	No 🗆	Is the exterior clean and in good repair?
3.	Yes 🗆	No 🗆	Are the grounds clean and well maintained?
4.	Yes 🗆	No 🗖	Is there a telephone number for emergency veterinary care posted where clients can view it from the exterior?
!			
1.	Yes 🗆		Is the restroom(s) clean and orderly?
2. 3.	Yes 🗆		Is the office clean and orderly?
·	Yes 🗆	No 🖸	Are current licenses for all veterinarians working at the premise posted where clients can view them?
4.	Yes 🖸	No 🗆	Is there an emergency telephone answering service available 24 hours a day?
1.	Yes 🗅	No 🗅	Is the examination area clean and orderly?
2.	Yes 🗆	No 🖸	Are there lined waste receptacles available?
3.	Yes 🗆	No 🖸	Is there a sink with disposable towels? (This requirement cannot be satisfied by a restroom sink.)
4.	Yes 🛘	No 🗔	Is there an adequate examination table with a smooth, impervious surface?
:			in the state of th
1.	Yes 🗆	No 🗆	is the pharmacy clean and orderly?
2.	Yes □	No □	
3.	Yes 🗆	<u> </u>	Does the pharmacy have an identifiable area for drug storage and records?
		No 🗆	is an adequate blood supply stored on the premises, or are blood donors available?
4.	Yes 🖸	No 🗀	Is there a controlled substance log?
5.	Yes 🗆	No 🚨	Are there accurate patient medical records?
6.	Yes 🗆	No 🚨	Is there a locking secure cabinet for storage of controlled substances?
7.	Yes 🗅	No 🚨	Is there a DEA certificate on the premises?
8.	Yes 🗆	No 🗆	Is there a segregated area for storage of expired drugs?
9.	Yes 🛚	No 🖸	Are there disposable needles and syringes?
	Yes 🖸	No 🔾	Are all drugs stored on premises properly labeled with drug name, strength, and expiration date?
1.	Yes 🛚	No 🖸	Are all drug containers properly labeled and dispensed in child-proof containers unless otherwise requested in writing?

į.

1.	Yes 🔾	No 🗖	Is there an identifiable laboratory?
2.	Yes 🖸	No 🗆	Does the laboratory have a microscope?
3.	Yes 🔾	No 🗆	Does the laboratory have a centrifuge?
1.	Yes 🔾	No 🚨	Does the laboratory have urinalysis equipment, or are outside laboratory have services available?
2.	Yes 🔾	No 🗖	Does the laboratory have hematology and blood chemistry facilities, or are outside services available?
3.	Yes 🗆	No 🗖	Does the laboratory have microbiological capacity or outside laboratory services available?
	T V 6		
1.	Yes 🗆	No 🗖	Are there adequate facilities to render immediate resuscitative care?
2.	Yes 🗆	No 🗖	Is there an adequate examination table constructed of smooth, impervious material?
3.	Yes 🗆	No 🗆	Is there oxygen and equipment for its administration?
4.	Yes 🗆	No 🖸	Is there anesthesia equipment?
5.	Yes 🔾	No 🗆	Are there sterile instruments, drapes, caps and masks?
16-4		A MARTIN CONTRACTOR OF THE PARTY OF THE PART	The section of the se
1.	Yes 🗓	No 🗆	Is the holding area capable of sanitation?
2.	Yes 🗆	No 🗆	Is there proper ventilation and sufficient lighting?
3.	Yes 🗆	No 🖸	Are carcasses disposed of in an adequate manner which conforms with the sanitary code of the area?
4.	Yes 🗆	No 🖸	Are there sanitary cans lined with disposable bags?
5.	Yes 🔾	No 🗆	Is there effective insect and rodent control?
6.	Yes 🗆	No 🗖	Is emergency lighting available, which includes a minimum of at least a functioning, rechargeable battery-operated light?
7.	Yes 🔾	No 🗆	is there a fire extinguisher readily available with current annual inspection?
8.	Yes 🗆	No 🗆	is there refrigeration adequate to store drugs, biologicals, lab samples, reagents and other perishable items?
9.	Yes 🛚	No 🗆	is biohazardous waste handled and disposed of in compliance with Rule 10D-104, Fiorida Administrative Code?
10.	Yes □	No 🖸	Are clients provided with a permanent address for obtaining medical records?

100			
1.	Yes 🗆	No 🗆	Are radiology services available; 100 MA minimum?
2.	Yes 🗖	No 🗆	Are developing tanks available?
3.	Yes 🗆	No □	Are personnel monitored for radiation exposure?
4.	Yes 🗅	No 🗆	If radiology services are not available in the establishment, have arrangements been made to provide this service outside the establishment?
1.	Yes 🗆	I Ni. D	
		No 🗆	Is the surgery area clean and orderly?
2.	Yes 🖸	No 🗖	Is there sterilization of surgical equipment by autoclave or gas method?
3.	Yes 🗆	No 🚨	is there an operating table appropriate for use and constructed of a smooth, impervious surface?
4.	Yes 🗆	No 🚨	Is the surgery area well lighted?
5.	Yes 🔾	No 🗆	Is there oxygen and equipment for its administration?
6.	Yes 🗆	No 🗆	If surgical services are not provided in the establishment, have arrangements been made to provide this service outside the establishment?
1.	Yes 🗆	No 🔾	Are the hospital wards clean and orderty?
2.	Yes 🗆	No 🗆	Are sanitary cages previded? (Size must be consistent with the welfare of the animal.)
3.	Yes 🗆	No 🗆	Is the area well lighted?
4.	Yes 🗆	No 🗆	Does the area have proper ventilation?
The	ollowing a	re not rec	juired services, but if offered, they must meet the following requirements:
1.	Yes 🗆	No 🗆	
2.	Yes 🗆	No 🗆	Reception area free from hazards?
3.	Yes 🗆	No 🗆	Grooming area clean and orderly?
J.	168	140 (	Is kitchen/food area sanitary?
The f	ollowing e	re not rec	Island condess but if offered the control is
1.	Yes 🖸	No 🗆	uired services, but if offered, they must meet the following requirements:  Are they clean and secure?
2.	Yes 🗆	No 🗆	Are they free from hazards?
	·		
estab	310 <u>0</u> 110	cense. If	nose noted above) are required in order to operate a veterinary premise. If you estion, the deficiency must be corrected prior to receiving your permanent you have contracts or agreements for outside services, please provide the contact g spaces.

C	utside Co	ntracts or	Agreement Name	Relationship						
C	lty	<del></del>		Sta	tate Zip Code (+4 Optional)					
County										
					ephone Numbe	r 	Fax Number			
		itracts or a	Agreement Name		Relationship	···				
C	ty			Sta	te		Zip Code (+4 Optional)			
C	ounty			Telephone Number			Fax Number			
	11 11-11									
Pl	ase check	"Yes" or	"No" to answer the follow	ina aue	stions.					
					· · · · · · · · · · · · · · · · · · ·					
1.	Yes 🗖	No 🗆	Are long-term hospitaliz	zation, (	surgery, or radio	ology serv	ices available at the clinic?			
2.	Yes No Does the mobile clinic have a notice to clients conspicuously posted concerning when emergency services may be obtained?									
3.	Yes 🗆	No 🗖	Do you furnish all client reached?	s with a	permanent add	iress at w	hich you can be			
f y	ou answer	ed "No" to	question 1 or 2, please p	orovide	the following in	ormation:				
Na:	ne of Hos	oital (if an	y) that may provide service	es not	performed on p	remise				
٩dd	lress of Ho	spital (St	reet and Number)	· · · ·		<del></del>				
City	<del></del>				St	ate	Zip Code (+4 optional)			
ટેંગ	inty			7.1	relephone Num	ber	Fax Number			
			· · · · · · · · · · · · · · · · · · ·							
	How is thi	s perman	ent address furnished to	clients?			•			
ł		<del></del>	· · · · · · · · · · · · · · · · · · ·	<del></del>	· · · · · · · · · · · · · · · · · · ·					
					<del>.</del>	<del></del>				
-				II						
affi	rm that I ha	ave provid	led the above information	compi	etely and truthfu	Illy to the	hest of my knowledge			
esj	onsible V	et Signatu	re:				•			
							Date:/			

#### GLOBAL MOBILE LLC/LA BOIT INC. LIMITED COMMERCIAL WARRANTY FOR LIMO COACHES & MPV UNITS

Giobal Mobile, a subsidiary of La Boit inc. (referred to hereafter as "we" or "us") warrants to the original retail purchaser (referred to hereafter as 'you') that your La Boit unit shall, under normal use and service, be free of substantial defects in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the main body structural components of your Global Mobile/La Boit unit extends 12 (twelve) years from the date when the unit is delivered to you or until it has been driven 150,000 miles, if sooner. The main body structural components are the structure, the perimeter wall structure and the floor foundation. The warranty period with respect to other materials or workmanship which are attributable to us extends 3 (three) years from the date of your purchase of the unit or until the unit has been driven 45,000 miles, if sooner. This warranty is non-transferable.

#### WHAT DOES THIS WARRANTY NOT COVER?

This warranty does not cover:

- 1. Defects in the aesthetics or physical appearance of the unit.
- 2. Deterioration due to normal use, wear and tear, and exposure to the elements.
- 3. Damages due to negligear use, misuse, abuse, accidents, acts of God or other contingencies beyond our control.
- 4. Defects in the products which have been repaired, altered or modified without our approval.
- 5. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories.

We will not pay for or perform repairs made necessary by reason of failure to follow ordinary maintenance procedures.

#### HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to us within the warranty period. You must report directly to us, and you may do so by direct conversation, by telecommunication or in writing. Only our warranty manager at our factory has authority to approve warranty service. You must make the unit available for examination at our request. If our warranty manager approves warranty service, you must present the unit for service at our factory or at any service facility we designate, and you must leave the unit at our disposal for a sufficient time to effect service.

#### WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part covered by this warranty.

#### WHAT WILL WE NOT DO?

Unless state law requires us to do so, we will not replace the unit or refund the purchase price. Laws in many states permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. The provision of these laws vary from state to state. To the extent allowed by state law, we require that you first provide us with written notification of any nonconformity before you will be eligible for a refund or a replacement of the unit. Your written notification must be sent to the customer service department.

We will not provide or pay for transportation of the unit to or from our factory or the service facility designated by us. We will not pay for loss of time, loss of use, loss of revenues, salaries or commissions, towing charges, bus fares, car rentals, gasoline expense, telephone charges, inconvenience or other incidental duringes. REPAIR OR REPLACEMENT OF DEFECTIVE PARTS IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY OR ANY IMPLIED WARRANTY. WE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (FOR OTHER THAN INJURY TO THE PERSON) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FTINESS FOR A PARTICULAR PURPOSE APPLICABLE TO YOUR UNIT IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This written warranty constitutes the entire agreement between you and us except to the extent that it may be modified by any promises implied by law. We do not authorize any person to create for us any other obligation or liability in connection with your Global Mobile/La Boit unit

Unless state law prohibits such limitations, any action against us based on this warranty or any implied warranty limited hereby must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court which exists in Ohio. Unless state law mandates otherwise, this warranty shall be construed and enforced in accordance with the laws of the state of Ohio.

#### WHAT OTHER RIGHTS MAY YOU HAVE?

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### WHAT DO YOU DO IF A SEPARATELY WARRANTED PART IS DEFECTIVE?

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. These items may be warranted by the manufacturers of said parts and accessories, and if a written warranty with respect to a particular item is available, a copy of that warranty has been included in your owner's packet. Refer to the applicable written warranty service. We do not adopt the warranties of other manufacturers or assume responsibility with respect to such warranties.

#### La Boit Mobile Unit

A copy of the Global Mobile L.L.C. /La Boit Inc. warranty is included in this book. It warrants the original purchaser of every unit that all parts of our manufacture are free from defects in material and workmanship under normal use and service as follows:

Structure:

12 years / 150,000 miles, whichever comes first

Fiberglass:

12 years / 150,000 miles, whichever comes first from hail or

Chemical penetration

Cabinetry:

5 years / unlimited miles

Workmanship:

3 years / 45,000 miles, whichever comes first

Equipment:

All equipment, such as refrigeration, battery, generator, air

conditioner and any other supplying manufacturer provide their

own warranties, which are passed through to the purchaser. These

applicable warranties will be included with your owner's packet.

# Protection Plan

# Medium Duty Revised Movember 2003

# DIESEL Vehicle Coverage

	Also Also	-	-		2,880 2,768
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#### **Company Overview**

Mission Statement
"To Build High Quality Mobile Clinics for Professional use."

History

1981: La Boit started as a speciality manufacturer for large animal veterinarians.

1983: La Boit made its first mobile veterinary unit for a station wagon.

1995: La Boit made its first walk-in Mobile Clinic in a Ford Econoline Van. Since then, La Boit continued to advance by building on other RV and Bus manufacturers shells, but those products could not satisfy our clients with an end product that met the demands of their day to day commercial use.

2000: La Boit set out to manufacture its own commercially built shell on the best chassis made by Ford, Chevrolet (Workhorse), and GMC.

"Since the change in 2000, La Boit and our clients have never looked back... Clients are much happier with a commercially built unit from the chassis up. Service and maintenance are easier than ever before."

Gil Blais. President La Boit Inc.

2002: La Boit engineered and implemented "rolling view doors" for the spay/neuter and adoption vehicles. These doors enable the animals to be viewed from outside the unit, while keeping the animals in the safety and comfort of the vehicle.

2004: To date, La Boit has over 200 professional vehicles on US highways as well as units in Mexico and Puerto Rico

#### C. J. FETCHERO INSURANCE AGENCY 107 E. COLLEGE AVE. SUITE 202 WESTERVILLE, OHIO 43081 614-891-9311 FAX 614-891-9352

August 31, 2004

Lee County Board of County Commissioners P O Box 398 Fort Myers, Florida 33902

To Whom It May Concern:

If LaBoit Inc. is awarded this contract, Lee County Board of County Commissioners will be listed as additional insured on the comprehensive general liability policy.

Any questions, please feel free to call this office.

Sincerely yours,

C. J. Fetchero, President

# CERTIFICATE OF INSURANCE

PACUUGEN

#### C. J. FETCHERO

107 E. College Ave., Suite 202 Westerville, Ohio 43081 Ph. 897-9311 FAX 891-9352

CSAUEN

La Boit Inc. 4290 E. Fifth Avenue Columbus, Ohio 43219

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS GENTIFICATE DOES NOT AMEND, EXTEND OR ALYER THE GOVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

Westfield Insurance Companies

COMPANY B LEITER

COMPANY C

COHETHA D LETTER

COMEVNA E LETTER

#### COVERAGES

This is to centur that the policies of insurance listed selow may been issued to the insured hamed above for the policy period indicate in continuous and requirement, term or condition of any contract or other occument with respect to which this undicate in indicate may undicate of the terms of the policies of the terms of the policies of the product of the terms of the policies of the product of the terms of the policies of the product of the terms of the policies of the product of the terms of the policies of the product of the policies of the policies of the product of the policies of the policie POLICY EPPECTIVE FOLIGY EXPLANTION

TYPE OF INSVANCE

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POLIGY NUMBER

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Builds Portable Vet. office (mobile)

CEATIFICATE HOLDER

Lee County Board of County Commissioners P 0 Box 398

Fort Myers, FL 33902

ACORD 25-5 (7/90)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING DOMPANY WILL ENDRAVOR TO MAIL 30 - DAYS WRITTEN NOTICE TO THE CENTIFICATE HOLDER NAMED TO THE LEFT, BUT PAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

### **Spay & Neuter & Adoption Unit References**

Jim Dunn-954-476-5595 Animal Rights Foundation of Florida

30' Spay & Neuter Clinic

Pompano Beach, FL

David Williams 248-799-7464

Michigan Humane Society 36' GM Adoption Clinic

Southfield, MI

Mrs. Donna Spencer-304-523-7297

**Help for Animals (T.R.A.C.S.)** 24° Spay & Neuter Mobile Clinic

Huntington, WV

Dr. Kathy Cunningham - Plateauland Vet Clinic

520-226-9312

26' Spay & Neuter Mobile Clinic

Flagstaff, Arizona

Dr. Ellen Jefferson -512-587-7729

EmanciPet Mobile Spay & Neuter

30' Spay & Neuter Mobile Clinic (as shown in pictures)

Austin, TX

Dr. Kelli Ferris -

North Carolina State University

919-513-3418

30' Instructional Spay & Neuter Medical Trailer

Raleigh, NC

Hector Cazares-

City of Sacramento

916-264-7433

24' PetPac (for Adoptions and Spay/Neuter

Sacramento, CA

Jeannie Addoloria -

Center for Animal Care & Control - New York, NY (2 total)

212-442-2071

30' Spay & Neuter Mobile Clinic

New York, NY

Nanci Suro/Dolly Hickman-Maxfund Animal Adoption Center

303-595-9481

18' Spay & Neuter Medical Trailer

Denver, CO

Bosmat Gal -

Animal League of Boston

617-426-9170

26' Spay & Neuter Mobile Clinic

Boston, MA

Darris Hercs -

**Humane Society of Sonoma County** 

707-542-0882 ext.201

12' Double Sided Plexiglas PetPAC- Adoptions

Santa Rosa, CA

Anne Morrissey-

North County HS & SPCA

760-757-4357 ext. 1216 20" Pet Pac with Surgery Suite

Oceanside, CA

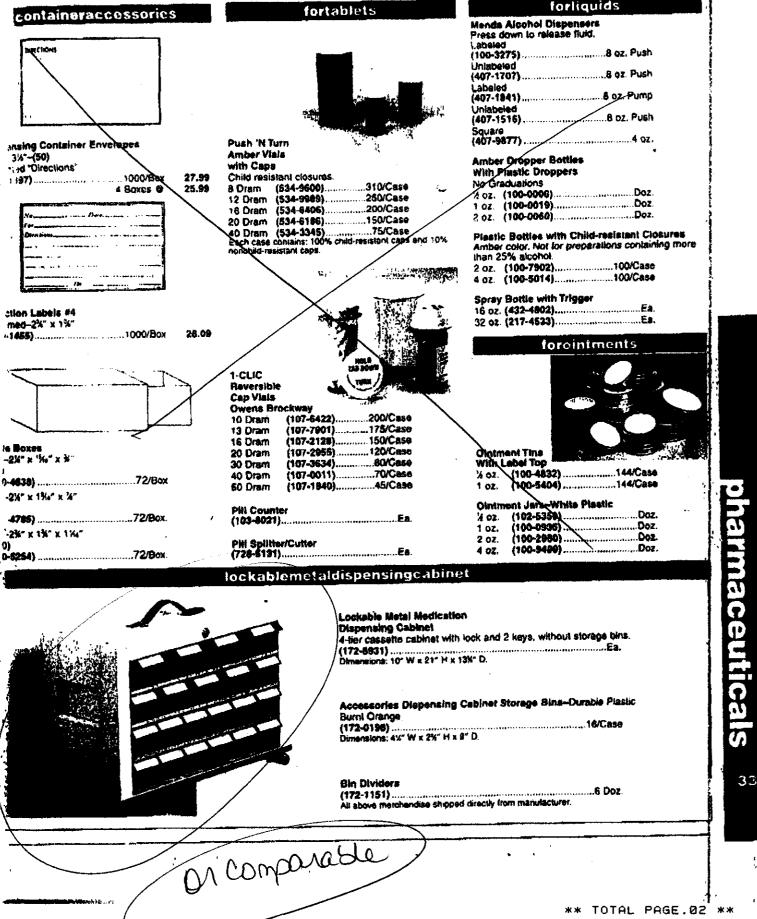
Barbara Carr-

Erie County SPCA of Buffalo 716-875-1361 ext. 219 18' Spay & Neuter Medical Trailer

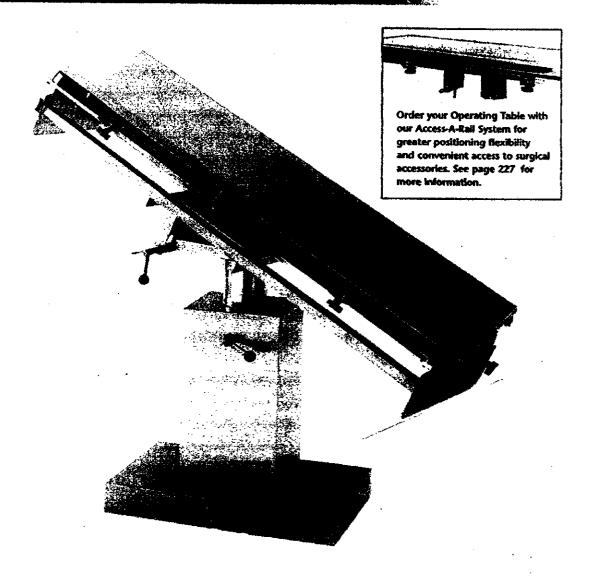
Tonawanda, NY



800-776-9984 www.laboit.com



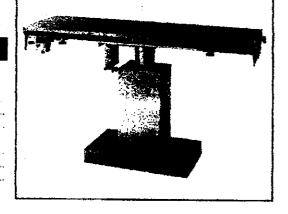
#### perating Tables



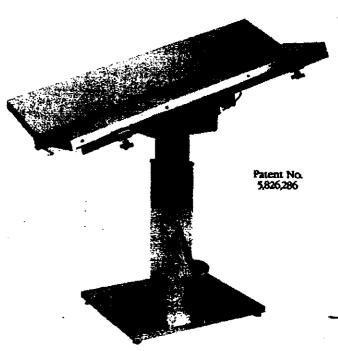
#### **Imperial V-Top Operating Tables**

All tables measure 19-inches (48.26cm) wide overall and can be raised or lowered from 30.50-inches to 42.50-inches (77.47cm to 107.95cm) high,

P is	DESCRIPTION
46.375-ln. (1	137.79cm) long Tables
(102784-00)	Imperial V-Top Operating Table with Standard Rails
102784-01	Imperial V-Top Operating Table with Access-a-Rail System
102786-00	Imperial Heated V-Top Operating Table, 120V AC* with Standard Rails
102786-01	Imperial Heated V-Top Operating Table, 120V AC* with Access-a-Rail System
58.375-in. (1	48.27cm) long Tables
102785-00	Imperial V-Top Operating Table with Standard Rails
102785-01	Imperial V-Top Operating Table with Access-a-Rail System
102787-00	Imperial Heated V-Top Operating Table, 120V AC* with Standard Rails
102787-01	Imperial Heated V-Top Operating Table, 120V AC* with Access-a-Rail System



# Hyarauuc coumn surgery tables offer full range of motion at a more economical price



Height: Adjustable from 34 1/2" to 42 1/2"

Width: 20 1/4" Length: 50°

#### V-Top Surgery Table with Adjustable Hydraulic Column

- All table top adjustments are made with one-handed finger-tip control levers which allow simple adjustment with no knobs to loosen and then tighten
- Two V-top panels move independently to a 95 degree V-top
- Table top tilts from 0 to 42 degrees
- Table top panels measure 50" long by 9 7/8" wide separated by a drain trough that removes easily for cleaning
- Top has 1 1/8" thick inner board which provides rigid stability and deadens noise for a solid, quiet working surface
- Built-in drainage and reservoir drainage system allows easy cleaning and assures more aseptic environment
- Optional heated top maintains thermal support to prevent hypothermia without the risk of overheating
- Convenient 8° up and down height adjustment
- Self-contained hydraulic column requires no maintenance
- "Hands-free" height adjustment has no release lever that has to be loosened then tightened when adjusting the height of the table - simply step on the hydraulic foot pedal to raise, depress pedal completely to lower
- Available accessories include the heated top, rail extensions to accommodate larger animals, and casters for easy mobility

No. 100-4041-21 V-Top Surgery Table with Hydraulic Column with Heated Top

No. 100-4041-00 V-Top Surgery Table with Hydraulic Column without Heated Top



Height: Adjustable from 34 1/2° to 42 1/2° Width: 22 1/8°

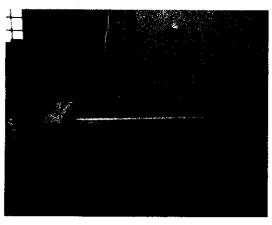
Leogth: 50"

#### Flat Top Surgery Table with Adjustable Hydraulic Column

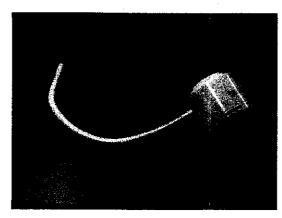
- All table top adjustments are made with one-handed finger-tip control touch levers which allow simple adjustment with no knobs to loosen and then tighten
- Table top tilts from 0 to 42 degrees
- Stainless steel top features raised anti-drip edges and drain hole to contain messes and make clean-up easy
- Top has 1 1/8" thick inner board which provides rigid stability and deadens noise for a solid, quiet working surface
- Includes hook for drain bucket. Bucket must be purchased separately - see accessories, page 48
- Optional heated top maintains thermal support to prevent hypothermia without the risk of overheating
- Convenient 8" up and down height adjustment
- Self-contained hydraulic column requires no maintenance
- "Hands-free" height adjustment has no release lever that has to he loosened then tightened when adjusting the height of the table - simply step on the hydraulic foot pedal to raise depress pedal completely to lower
- Available accessories include the heated top, rail extensions to accommodate larger animals, drain bucket and casters for easy mobility

No. 100-4251-21 Flat Top Surgery Table with Hydraulic Column with Heated Top

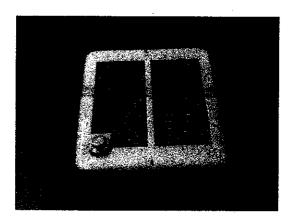
No. 100-4251-01 Flat Top Surgery Table with Hydraulic Column without Heated Top



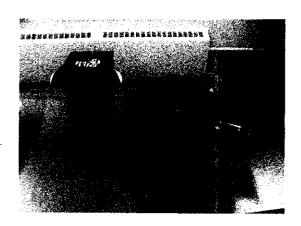
Jub table



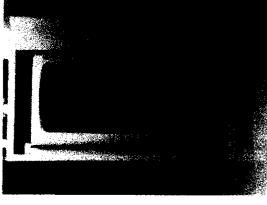
exam light



wall heater



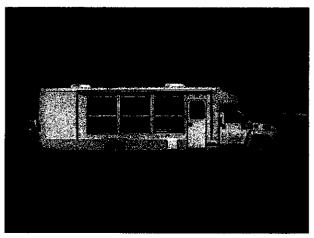
Central vac (enclosed in berch seat)



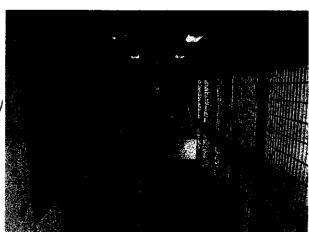
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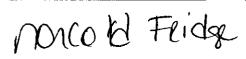
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College









exam tub table



#### PetfoodWarehouse.com

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About Us Contact Us

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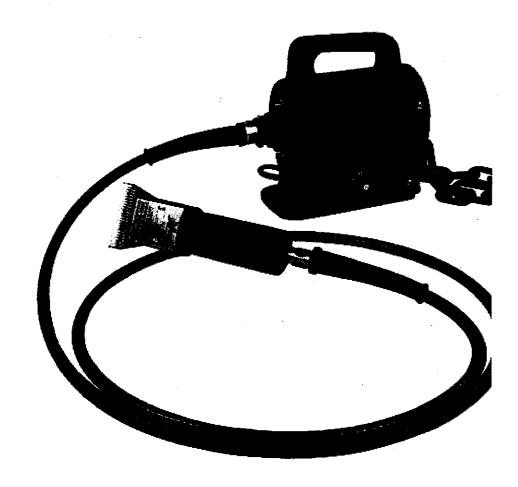
Dog

Horse and Large Animal Barn Yard and Kennel

Model 401 Power Clipper

Petfood Warehouse 1-800-869-8225

email us - click here



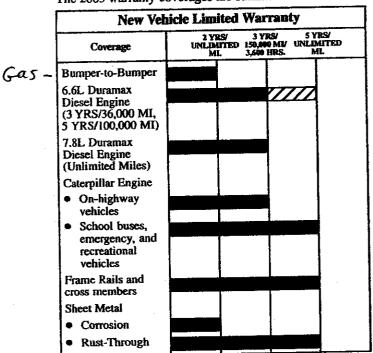
The Most Effective Clipper Ever Built! Super Fast and Powerful! 4500 Rf Operation! Cuts easily through matted, soiled or wet hair! Handpiece stc 5'. 1/8 horsepower motor. Uses all popular snap-on styel blades! Portab

© Copyright Petfood Warehouse, Ltd. 2004 Terms & Conditions

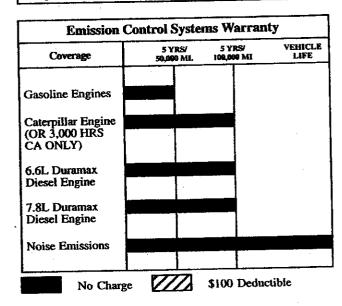
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#### Warranty Coverage at a Glance

The 2003 warranty coverages are summarized below. Please read pages 6 through 19 for complete details.



Tires and Allison Transmissions Information
Tires and Allison Transmissions are warranted
separately. (see page 8 for additional information).



# 2003 General Motors Corporation New Vehicle Limited Warranty

General Motors Corporation will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions and limitations.

#### What Is Covered

#### **Warranty Applies**

This warranty is for GM vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

#### Repairs Covered

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

#### **Warranty Period**

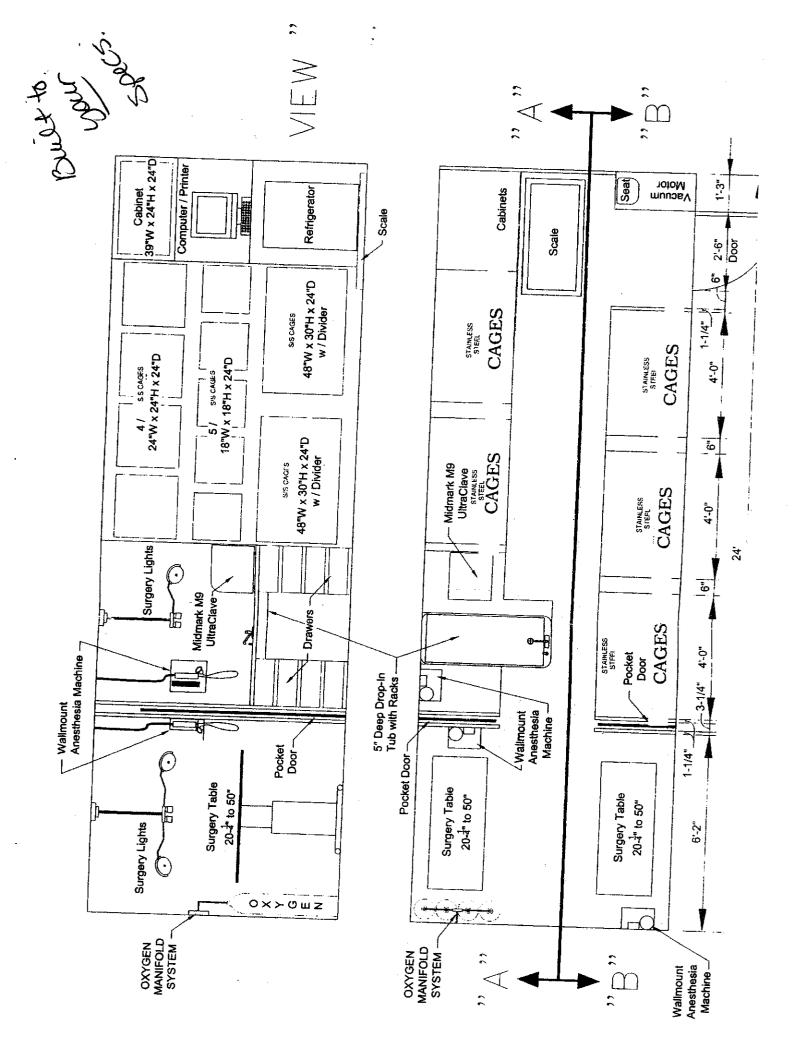
The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

#### Bumper-to-Bumper Coverage

The complete vehicle including diesel engine optional equipment, (except tires, Allison Transmissions, Caterpillar diesel engines, and those items listed under "What Is Not Covered" on pages 8, 9 and 10) is covered for 2 years, unlimited mileage.

Surgery Table  $20-\frac{1}{4}$ " to 50" Surgery Lights Pocket Door 48"W × 30"H × 24"D w / Divider 2/i s/s cages 24"W x 18"H x 24"D 2/ sscages 24"W x 24"H x 24"D S/S CAGES 2/ s/s cages 24"W x 18"H x 24"D 24"W × 24"H × 24"D 48"W × 30"H × 24"D w / Divider 2/ SUS CAGES 24"W×18"H×24"D 2/ s.s cages 24"W x 24"H x 24"D 48"W × 30"H × 24"D w / Divider 2/ S/S CAGES 0

Complex to your



### La Boit

## Mobile Spay/Neuter & Adoption Clinics

# •

#### STANDARD VEHICLE EQUIPMENT

#### Ford E450 Chassis - 26' Vehicle

- Ford E450 Super Duty Chassis (14,050#GVWR)
- Triton V10 Gas Engine (Gas)
- Ford E40D Automatic Transmission with cooler
- Anti-lock Power Brakes (Front & Rear Disc Brakes)
- Power Steering with Tilt
- 55 gal. Fuel Tank (Less trips to the gas station)
- Intermittent Windshield Wipers
- Heavy Duty Alternator
- Air Conditioning & Heat- (Heat in Cab Area)
- Cruise Control
- Power Locks/Windows
- Stainless Steel Wheel Covers
- Exterior Color Oxford White
- Cloth Seats (Driver & Passenger)
- AM/FM Radio with CD player
- Heavy Duty Gas Charged Shocks & Springs
- VELVAC Mirrors
- 3 year/36,000 mile Ford Bumper to Bumper Warranty

#### GMC 5500 Chassis - 33' Vehicle

- Chevy/GMC C5500 (19,500#GVWR)
- Vortec 8100 MD 8.1L V8 (Gas)
- Allison 1000 Series 5 Speed Automatic
- Power 4 Wheel Disc Brakes 4 Wheel ABS
- Power Steering with Tilt
- 60 gal. Fuel Tank (Less trips to the gas station)
- Intermittent Windshield Wipers
- Alternator 150 Amp (Heavy Duty)
- Air Conditioning & Heat- (Heat in Cab Area)
- Cruise Control
- Power Locks/Windows
- Stainless Steel Wheel Simulators
- Exterior Color Oxford White
- Cloth Seats (Driver & Passenger)
- AM/FM Radio with CD player
- Drivers & Passengers Air Bags
- GMC 2 year Unlimited Mileage Warranty

#### STANDARD CLINIC FEATURES

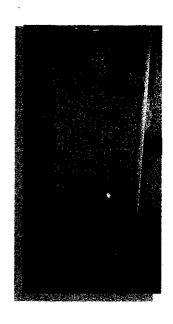
- Battery Optimal Gel Cell Deep Cycle
- Plywood Floor with non-slip Hospital Grade Flooring
- 4,000 W. Gas Generator with Remote Start and Pull Out Tray
- 50 ft. 30 Amp Power Cord
- La Boit's Superior Cabinetry & Drawers (made for mobile use)
- Upper Cabinets (see through Plexiglas)
- Positive Chrome Slam Shut Latches on Cabinetry & Drawers
- (1) Air Conditioner 13,500 BTU
- 115 V/12V Norcold Refrigerator with Freezer (3 cu. Ft.)
- Hot Water Tank (4.5 gal. point of use)
- 18 gal. Fresh/22 gal. Grey Water Tanks
- (1) Pharmaceutical Lock Drawer
- S/S Sink with Ceramic Mixer Valve Faucet
- (1) 12V Shurflo Water Pump with Filter
- Isolator (Allows Charging of Auxiliary Battery in Transit)
- Two Way/3 Speed Ceiling Fan

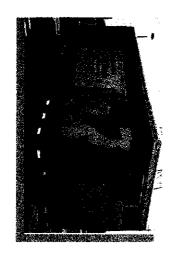
- Cages (See Floorplans)
- Windows (3- Total with blinds, except door window)
- (6) 12V Fluorescent Lights
- Entrance Grab Handle
- 110 Outlets (8-10) inside
- Fire Extinguisher
- Carbon Monoxide Detector
- 1500 Watt Electric Wall Heater
- 12 Year Limited Warranty on shell/5 Years on Cabinetry
- 30" Entrance Door with 24" x 30" Window
- Padded Bench Seat Near Entrance Door
- Bathroom Included on 33' Units

#### **SPAY & NEUTER UNITS INCLUDE:**

- S/S Flat Surgery Table 48" in Separate Surgery Suite
- Exam/Prep Table
- Shelf on Drivers & Passengers Side in Surgery Suite

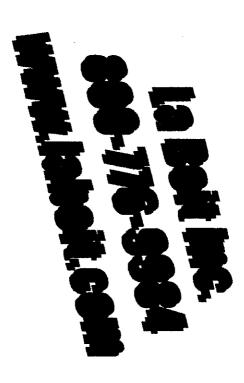
La Boit

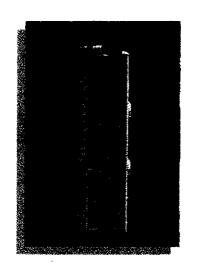


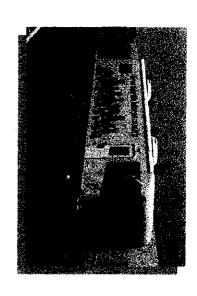


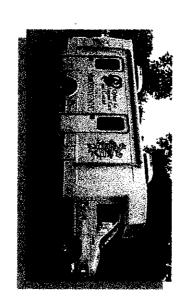


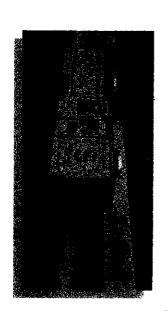
















#### Payment Requirements for Bid #Q-040690

50% Deposit (\$113,775) shall be Fed Exed (or other traceable carrier) to La Boit Inc. before any production begins. Balance shall be paid to La Boit, in full, within 7 days of delivery. (Interest charges of .0005 x total invoice per day after 7 days). In the case of La Boit being awarded the above bid, any additions to the specifications after award will incur charges to be approved in writing, before changes will be made.

Koni Wade Senior Sales Consultant La Boit Inc. 800-776-9984 623-581-2922 (fax) www.laboit.com Koniwade@aol.com SAMPLE CONTract

#### AGREEMENT FOR SALE AND CONSTRUCTION OF A MOBILE CLINIC

	This AGREEMENT is entered into on thisday of, 200_ between LABOIT, INC
	("Laboit") 4290 E.5th Ave Columbus, Ohio and("Buyer")
	Buyer's address
1.	DESCRIPTION OF MOBILE CLINIC TO BE FURNISHED BY LABOIT
sheet.	LaBoit shall build a MobileClinic on a chassis in accordance with the La Boit standard Price
identifi the veh	The Mobile Clinic will be built on achassis. A description of the chassis, including the vehicle ication number and a statement describing the mileage of the chassis, will be provided when La Boit has specified ticle.
2.	The total purchase price is \$ The purchase price will be paid as follows:
	A. The sum of \$ payable on the signing of this contract. (Non-Refundable)
	B The sum of \$ payable on notification by LaBoit that the mobile
clinic h	as been completed. The mobile clinic will be completed on or about the
The mo	of Delivery - Risk of Loss passes to buyer or agent when driven off La Boit's lot to be delivered.)
3.	LIMITED WARRANTY
The ne	A Buyer has the right to have the mobile clinic serviced or repaired by a Ford/Chevrolet dealer. we wehicle warranties supplied by the manufacturer of the chassis will be described in the warranty which will be delivered with the vehicle.
deliver	B The warranties supplied by LaBoit will be described in the warranty book, which will be ed with the vehicle.
refrige warran	C LaBoit's warranty does not cover defects in equipment purchased by LaBoit for installation in the nless the defects result from the installation. Manufacturers of equipment purchased by LaBoit, such as ration, battery, generator, air conditioner and any other supplying manufacturer provide their own ties, which are passed through to the purchaser. These applicable warranties will be included with your s packet.
misuse water d	LaBoit's limited warranty shall not apply if the product is modified by BUYER, tampered with, d, or subjected to abnormal working conditions, which include, but are not limited to, lightning and lamage.

LABOIT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED. LABOIT SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL,

INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES

UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITED WARRANTY DOES NOT GUARANTEE BUYER UNINTERRUPTED SERVICE OR USE OF THE MOBILE CLINIC. THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART IS BUYER'S EXCLUSIVE REMEDY IN LIEU OF ALL OTHER WARRANTIES.

- 4. This Agreement and all addends supersede in full all prior discussions and agreements, oral and written, between the parties relating to the clinic and constitute the entire agreement between the parties relating to the clinic. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.
- 5. The seller shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to obtain labor or materials on time.
- 6. If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.
- 7. All required notices under this Agreement should be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. Certified mail, registered mail, or overnight mail carrier shall give all notices. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.
- 8. BUYER shall not transfer or assign its rights or obligations under this Agreement to any other party, in whole or in part, without the prior written consent of LaBoit, which consent shall not unreasonably be withheld or delayed. Any such prohibited assignment shall be void.
- 9. This Agreement shall be governed by the laws of the State of Ohio. Any action regarding this contract shall be brought in Franklin County Ohio.

#### 10. ACCEPTANCE

ement, please sign and return original. This Agreement is open for acceptance until
(Buyers name)
By:
Title
Date:

LABOTS OUUTC

#### ATTACHMENT 5



PROJECT NO.: Q-040690

OPEN DATE: DECEMBER 14, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: NOVEMBER 30, 2004

AND TIME: 2:00 P.M.

LOCATION: 1825 HENDRY STREET, 3RD FL

FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

(STEP TWO - PRICING)

#### TITLE:

#### MOBILE STERILIZATION & ADOPTION VEHICLE FOR LEE COUNTY ANIMAL SERVICES

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:** 

PATTI ARMRUSTER, CPPB

BUYER

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. <u>SUBSTITUTIONS</u>

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 <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, 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. <u>BIDDERS LIST MAINTENANCE</u>

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.

5

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, statues, 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 Statues, 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. <u>AUTHORITY TO PIGGYBACK</u>

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) <u>Disadvantaged Business Enterprises</u>

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 ore 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 <u>not</u> 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 THE PURCHASE OF ONE (1) MOBILE STERILIZATION & ADOPTION VEHICLE

DATE SUBMITTED: 12 9 10 4				
VENDOR NAME: LQ BOIT INC.				
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:    Cold Addenda +				
GRAND TOTAL COST (in U.S. Dollars) FOR ONE (1) MOBILE STERILIZATION & ADOPTION VEHICLE AS SPECIFIED IN STEP ONE OF THIS QUOTATION:				
s				
(NOTE: THIS SHALL BE A DELIVERED PRICE, F.O.B. FT. MYERS, FL)				
TO BE DELIVERED WITHIN CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.				
WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?				
YESNO				

OPTION A - EXTENDED WARRANTY ON CAB AND CHASSIS
ADDITIONAL COST OF OPTION A: \$ 500
LENGTH OF TIME:
OPTION A - EXTENDED WARRANTY ON CAB AND CHASSIS  ADDITIONAL COST OF OPTION B:  ADDITIONAL COST OF OPTION B:  \$ 1
ADDITIONAL COST OF OPTION B: \$
LENGTH OF TIME:
OPTION C – EXTENDED WARRANTY ON TRANSMISSION
ADDITIONAL COST OF OPTION C: \$
LENGTH OF TIME:
OPTION D – ALL OTHER EXTENDED WARRANTIES OFFERED ON THIS VEHICLE – INCLUDING SYSTEMS, SURGICAL EQUIPMENT, ETC.
OPTION D-1: ITEM COVERED:
ADDITIONAL COST OF OPTION D-1 \$
LENGTH OF TIME:
OPTION D-2 ITEM COVERED:
ADDITIONAL COST OF OPTION D-2 \$
LENGTH OF TIME:
OPTION D-3: ITEM COVERED:
ADDITIONAL COST OF OPTION D-3
LENGTH OF TIME:
OPTION D-4 ITEM COVERED:
ADDITIONAL COST OF OPTION D-4 \$

#### Addendum #1 Project No. Q-040690

LENGTH OF TIME:	<u> </u>
OPTION D-5 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-5	\$
LENGTH OF TIME:	
OPTION D-6 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-6	
LENGTH OF TIME:	
OPTION D-7 ITEM COVERED	
ADDITIONAL COST OF OPTION D-7:	
LENGTH OF TIME:	
ITEM COVERED OPTION D-8:	
ADDITIONAL COST OF OPTION D-8:	\$
LENGTH OF TIME:	
ITEM COVERED OPTION D-9:	
ADDITIONAL COST OF D-9:	\$
LENGTH OF TIME:	
OPTION E - UNDERBODY STORAGE	
ADDITIONAL COST OF OPTION E:	\$
PLEASE EXPLAIN WHAT THIS CONSI	STS OF:

LENGTH OF TIME:	
OPTION D-5 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-5	
LENGTH OF TIME:	
OPTION D-6 ITEM COVERED:	
ADDITIONAL COST OF OPTION D-6	
LENGTH OF TIME:	
OPTION D-7 ITEM COVERED	
ADDITIONAL COST OF OPTION D-7:	
LENGTH OF TIME:	
ITEM COVERED OPTION D-8:	
ADDITIONAL COST OF OPTION D-8:	
LENGTH OF TIME:	
ITEM COVERED OPTION D-9:	
ADDITIONAL COST OF D-9:	\$
LENGTH OF TIME:	
Is your firm interested in being considered f	for the Local Vendor Preference?
YesNo	·

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.

1931 V V 4 / U V D

#### Addendum #1 Project No. Q-040690

is your firm interested	in being cons	sidered for	the Local Vendo	r Preference?
Yes	No			
If yes, then read the paspecifications. Also c with your quotation.	aragraph entitl omplete the L	ed "Local ocal Vend	Vendor Preferen or Preference Qu	ce" included in these estionnaire and return
Quoters should carefu representation of devia quote.	lly read all the ation or modif	terms and ication to	d conditions of the the quote may be	e specifications. Any grounds to reject the
Are there any modification Yes		uote or sp	ecifications:	
Failure to clearly ident may be grounds for the the quote rescinded by	e quoter being	ications in declared	the space below nonresponsive or	or on a separate page to have the award of
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.

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 ide	ntify any modific	cations in	the space below	v or on a separa	ate page may
be grounds for the qu	oter being decla	red nonres	ponsive or to h	ave the award	of the quote

**MODIFICATIONS:** 

rescinded by the County.

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 LA BOIT JOC.
BY (Printed): ROOI II MP
1/2 1 10/
BY (Signature): You Wall
TITLE: Senior Sales Consultant
FEDERAL ID # OR S.S.# 31 - 122 (0815
ADDRESS: 4290 E. 54 ave,
<u>Collimbus DH 43219</u>
PHONE NO .: 414-231-7640
FAX NO .: 614-231-7680
CELLULAR PHONE/PAGER NO.: 801-776-9984
LEE COUNTY OCCUPATIONAL LICENSE NUMBER:
E-MAIL ADDRESS: KONI WADE @ AOL. COM
REVISED: 7/28/00

### LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR ONE (1) MOBILE STERILIZATION & ADOPTION VEHICLE

#### **SCOPE**

This Request For Quotations (RFQ) is issued by Lee County, Florida to request sealed quotations from vendors interested in providing a mobile sterilization and adoption vehicle for use by Lee County Animal Services.

#### REQUIRED PRODUCTS

The specifications for the vehicle were detailed in Step One of this quotation.

Quantities are as follows:

\*One (1) complete vehicle as specified in Step One.

#### **DELIVERY REQUIREMENTS**

The grand total cost quoted shall include delivery, F.O.B. Ft. Myers, FL, of the vehicle as directed to Lee County.

#### **BASIS OF AWARD**

The basis of award for this proposal will be the overall low quoter (lowest grand total cost) meeting specifications.

NOTE:

The listed options may or may not be awarded at Lee County's discretion and will not be factored into the grand total cost as part of the basis of award.

#### OPTION A – EXTENDED WARRANTY ON CAB AND CHASSIS

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

#### **OPTION B - EXTENDED WARRANTY ON ENGINE**

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

Let Uxtended Warrant Plan

#### OPTION C - EXTENDED WARRANTY ON TRANSMISSION

Please state the additional cost of this option in the space provided on the Proposal Quote Form.

See Little Warmen, Alexander

#### Addendum #1 Project No. O-040690

Please state the additional cost of this/these option(s) in the space provided on the Proposal Quote Form.

NOTE: The intent under Option D is to obtain pricing on ALL of the extended warranties offered on this vehicle. Lee County reserves the right, at its sole discretional and award only those that may meet its needs from all option.

#### OPTION E - UNDERBODY STORAGE

Please explain how many compartments, how they lock, dimensions, and a Please state the additional cost of this option in the space provided on the Proposal Quote

Form. included with vehicle

#### LOCAL BIDDER'S PREFERENCE

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

### OPTION D – ALL OTHER EXTENDED WARRANTIES OFFERED ON THIS VEHICLE – INCLUDING SYSTEMS, SURGICAL EQUIPMENT, ETC.

Please state the additional cost of this/these option(s) in the space provided on the Proposal Quote Form.

NOTE: The intent under Option D is to obtain pricing on ALL of the extended warranties offered on this vehicle. Lee County reserves the right, at its sole discretion, to pick, choose, and award only those that may meet its needs from those warranties offered under this Option.

#### 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)

Instru	ctions: 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.)
PAR7	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.)
	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 REQUIREMENTS

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.

STANDARD CONTRACT - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

- 1. <u>Insurance Requirements:</u> 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. <u>Business Auto Liability</u> - 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. <u>Verification of Coverage:</u>

- 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. <u>Special Requirements:</u>

- 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.



#### ATTACHMENT 6

#### **BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number:	
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Bob Janes District One

Douglas R. St. Cerny District Two December 17, 2004

Ray Judah District Three RE: Q-040690 Mobile Sterilization and Adoption Vehicle

Andrew W. Coy District Four

John E. Albion District Five

Donald D. Stilwell County Manager

James G. Yaeger County Attorney

Diana M. Parker County Hearing Examiner The evaluation committee met today. The undersigned evaluation committee members agree that the following firm has passed the step one qualifications criteria and are recommended to proceed to step two.

LaBoit Inc.

The following did NOT qualify:

K&D Custom Coach General Truck Body, Inc.

Danny Brashear

Scott Trebatoski

auren Keene

Patti Armbruster

**Bob Franceschini**