

**Lee County Board Of County Commissioners
Agenda Item Summary**

20070799
Blue Sheet No. ~~20070799~~

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-070364 Annual Purchase of Lab Equipment on a County-wide basis to Hach Company and VWR International at the discounts listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew the quote for four additional one-year periods, at the same terms and conditions if in the best interest of Lee County. The estimated annual County-wide expenditure for lab equipment is anticipated to be \$100,000.

2. FUNDING SOURCE: Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

3. WHAT ACTION ACCOMPLISHES: Allows County Departments and Divisions to purchase Hach and VWR lab supplies in a cost effective, efficient and timely manner.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C6D		6. Meeting Date: JUN 05 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u> <input type="checkbox"/> Other	9. Request Initiated: Commissioner _____ Department <u>Janet Sheehan</u> Division <u>Purchasing</u> By: <u>Janet Sheehan, Director</u>

10. Background: On April 24, 2007, the Division of Purchasing received sealed quotations for the annual purchase of lab supplies for County-wide use. On that date, two responses were received. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Hach Company and VWR International at the discounts listed on the attached tabulation sheet.

Funds are available: From Individual Department or Division's Budgets

Please see attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Hach Company Quotation
- (4) VWR International Quotation

11. Review for Scheduling:

Departm ent Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
	<u>Sheehan</u> <u>5-21-07</u> <u>5-21-07</u>			<u>[Signature]</u> <u>5/22/07</u>	<u>DEA</u> <u>5/22/07</u>	<u>[Signature]</u> <u>5/22/07</u>	<u>[Signature]</u> <u>5/22/07</u>	<u>[Signature]</u> <u>5/22/07</u>	<u>HS</u> <u>5/23/07</u>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: [Signature]
5/22/07
12:10 mp.
COUNTY ADMIN
FORWARDED TO: [Signature]
5/23/07
4pm

Rec. by CoAtty
Date: 5/21/07
Time: 3:45pm
Forwarded To:
5/22/07
1:15pm

FORMAL QUOTATION #Q-070364	LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: April 24, 2007	FOR			
BUYER: Bob Franceschini	HACH, FISHER SCIENTIFIC, AND VWR LAB EQUIPMENT			
VENDORS	HACH COMPANY		VWR INTERNATIONAL	
Addenda Acknowledged	N/A		N/A	
Hach Catalog List Price Less ___%	3%		NO BID	
Fisher Scientific Catalog List Price Less ___%	NO BID		NO BID	
VWR Catalog List Price Less ___%	NO BID		*****MULTIPLE LINE	
Deliver with own vehicles opposed to common carrier	NO		NO	
Started within ___ calendar days	1		TEN - FORTY-FIVE	
Local Vendor Preference	NO		NO	
Modifications	NO		NO	
Signed	YES		YES	
Local Business Tax Account Number	N/A		N/A	
Immigration Affidavit	YES		YES	
Meets Specifications	YES		YES	
NO BIDS				
			*****SEE ATTACHMENT TO THIS TAB SHEET	
POSTING TIME/DATE				
FROM: _____ / _____				
UNTIL: _____ / _____				
BY:				

ATTACHMENT #1

**General Discount Schedule
Lee County Bid
20-Apr-07**

<u>Discounts by Product Group</u>	<u>Discount Amount</u>
<u>Chemicals</u>	
Private label Chemicals	38%
Private Label Solutions	40%
Acids	24%
Solvents	26%
Solutions	30%
Salts & Dry Chemicals	24%
Standards	22%
<u>Equipment</u>	
All Equipment - By Quotation Only	
Minimum discount of 18%	
<u>Chromatography</u>	
Columns	10%
Vials	25%
Syringes	15%
Supplies	10%
<u>Furniture</u>	
All Furniture	By Quotation Only
<u>Filtration</u>	
Private Label Filtration	28%
Other Filtration	16%
<u>Glassware</u>	
Private Label Reusable Glass	24% to 40%
Private Label Disposable Glass	24% to 40%
Other Glassware	20%
<u>Plasticware</u>	
Private Label Reusable Plastics	24% to 40%
Private Label Disposable Plastics	24% to 40%

VWR QUOTE # Lee County Q-070324
VWR INTERNATIONAL
1050 SATELLITE BLVD, NW
SUWANEE, GA 30024

Other Plasticware 20%

Liquid Handling

Private Label Tubing 30% - 42%
Private Label Pipettors 15% - 35%
Private Label Tips 24% - 40%

Branded Pipettors 12%
Other Liquid Handling 20%

PSS

Private Label Cleanroom Supplies 25% - 40%
Private Label Apparel 25% - 35%
Private Label Non-Sterile Gloves 30% - 55%

Sterile Gloves 18%
Non-Sterile Gloves 22%
Detergents/Cleaners 20%

Safety

Private Label Safety Supplies 25% - 50%

Other Safety 18%

General Supplies

Private Label Disposable Supplies 28% - 50%
Private Label Reusable Supplies 24% - 40%

Other Disposable Supplies 15% to 25%
Other Reusable Supplies 15% to 25%



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-070364

OPEN DATE: APRIL 24, 2007

AND TIME: 2:30 P.M.

PRE-BID DATE: APRIL 13, 2007

AND TIME: 2:00 P.M.

LOCATION: LEE COUNTY PURCHASING
1825 HENDRY ST., 3RD FL
FT. MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

**HACH, FISHER SCIENTIFIC, & VWR LAB
EQUIPMENT**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5457

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 quote 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 quoted, 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. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – 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 licenses 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. **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.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **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.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice 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.

9. **LEE COUNTY BID PROTEST PROCEDURE**

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

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

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

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

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

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

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

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

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

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an 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."

10. **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.

11. **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.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

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

14. **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.

15. **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.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 HACH, FISHER SCIENTIFIC,
& VWR LAB EQUIPMENT**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

HACH CATALOG LIST PRICE LESS _____% OFF

FISHER SCIENTIFIC CATALOG LIST PRICE LESS _____% OFF

VWR CATALOG LIST PRICE LESS _____% OFF

NOTE: DELIVERY CHARGES SHALL BE INCLUDED IN THE PERCENTAGES QUOTED.

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

YES _____ NO _____

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

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

Yes _____ No _____

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

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

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 3/1/07

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
THE PURCHASE OF HACH, FISHER SCIENTIFIC,
& VWR LAB EQUIPMENT**

SCOPE

The intent of this quote is to establish a contract for the purchase of Hach, Fisher Scientific, and VWR lab equipment, on an as-needed basis, for use by various Lee County Departments and Divisions.

Quotes will be considered only from vendors normally engaged in this business who stock and can offer – on an individual basis or collectively – the full Hach, Fisher Scientific, and VWR equipment lines. (To be eligible, a vendor need only offer one of these manufacturer’s full lines; it is not required to offer two lines or all three lines.)

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote (or any portion thereof) has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

PRODUCT CATALOGS/PRICE GUIDES

As a requirement of the quote the awarded vendor(s) shall, at no cost to Lee County, provide the necessary product catalogs (as many as may be required) to identify purchased goods and to verify the cost of such goods and for prepayment audit.

Catalogs are required for each user department/division within the County; and will also be required for Finance. Please indicate the format in which this information will be provided (check one – or more, if appropriate):

- _____ Catalog
- _____ CD-Rom
- _____ Internet Link

REGULAR DEALER

Quotes will be considered only from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

SUMMARY REPORTS

Upon completion of each six month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.

BASIS OF AWARD

The basis of award for this quote will be the quoter(s) meeting specifications who offers the highest percentage discount off of catalog list prices for Hach, Fisher Scientific, and VWR.

The discount quoted must apply across each manufacturer's entire product line equally for all items. All rebates, volume discounts, etc. shall be included in the price quoted.

Lee County reserves the right to award to multiple vendors per manufacturer product line.

INSURANCE

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

GENERAL INFORMATION

All parts and supplies covered by the quote shall be original Hach, Fisher Scientific, or VWR, new and unused, of the highest grade and workmanship, and in the original packaging.

Quoters shall be authorized by Hach, Fisher Scientific, or VWR to sell such parts and supplies; a copy of their Dealer Authorization may be requested.

WARRANTY

All parts and supplies shall carry a full factory warranty.

The successful vendor(s) shall provide full factory warranty on all parts and supplies furnished, as a result of this quote, against defects in materials and/or workmanship. The warranty shall start on the date of delivery and acceptance by Lee County.

DELIVERY

NOTE: The quoted percentage/net price for the parts and supplies shall include INSIDE DELIVERY, F.O.B. Ft. Myers, FL to any County location as directed.

PRICE REVISIONS

Prices will be allowed to change, but only as the catalog prices change, and only after the new catalogs are provided to Lee County.

NOTE: The quoted discount percentage shall remain firm over the term of the quote.

ESTIMATED DOLLAR VOLUME

The estimated collective expenditure for Hach, Fisher Scientific, and VWR lab supplies over the next 12 months is approximately \$100,000. However, no minimum amount is guaranteed.

ACCEPTANCE

The material delivered under this quote shall remain the property of the seller until accepted to the satisfaction of the County. The materials are to be in compliance with the terms and specifications herein, and be of the highest quality. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such products to the seller at the seller's expense.

BACKORDERS

Backorders must be held to a minimum. It is expected that 90% of backordered items be shipped within 5 days after receipt of the first order.

RETURN POLICY

Lee County requires the ability to return any and all new and unused items purchased under this quote to the awarded vendor within 60 calendar days after receipt without a restocking fee.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

LOCAL BIDDER'S PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature _____ Title _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

INSURANCE REQUIREMENTS

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

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

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

Requirement #3:

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

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

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

\$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 exposures with minimum limits of:

- \$500,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$500,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

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

- \$500,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

****The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. Affidavit Certification Immigration Signed and Notarized
- 12. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

- 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 15. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

FORMAL QUOTE NO.: Q-070364

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE OF HACH, FISHER SCIENTIFIC,
& VWR LAB EQUIPMENT**

DATE SUBMITTED: 4/23/2007

VENDOR NAME: Hach Company

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:
None

HACH CATALOG LIST PRICE LESS 3 % OFF

FISHER SCIENTIFIC CATALOG LIST PRICE LESS n/a % OFF

VWR CATALOG LIST PRICE LESS n/a % OFF

NOTE: DELIVERY CHARGES SHALL BE INCLUDED IN THE PERCENTAGES QUOTED.

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

YES _____ NO XXX

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes _____ No ^{XXX} _____

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No ^{XXX} _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

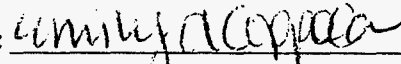
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

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

FIRM NAME Hach Company

BY (Printed): Emily A. Coppola

BY (Signature): 

TITLE: Bid Specialist

FEDERAL ID # OR S.S.# 42-0704420

ADDRESS: PO Box 389
Loveland, CO 80539

PHONE NO.: 800 227 4224

FAX NO.: 970 461 3926

CELLULAR PHONE/PAGER NO.: n/a

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: n/a

E-MAIL ADDRESS: bids@hach.com

REVISED: 3/1/07

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
THE PURCHASE OF HACH, FISHER SCIENTIFIC,
& VWR LAB EQUIPMENT**

SCOPE

The intent of this quote is to establish a contract for the purchase of Hach, Fisher Scientific, and VWR lab equipment, on an as-needed basis, for use by various Lee County Departments and Divisions.

Quotes will be considered only from vendors normally engaged in this business who stock and can offer – on an individual basis or collectively – the full Hach, Fisher Scientific, and VWR equipment lines. (To be eligible, a vendor need only offer one of these manufacturer’s full lines; it is not required to offer two lines or all three lines.)

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote (or any portion thereof) has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

PRODUCT CATALOGS/PRICE GUIDES

As a requirement of the quote the awarded vendor(s) shall, at no cost to Lee County, provide the necessary product catalogs (as many as may be required) to identify purchased goods and to verify the cost of such goods and for prepayment audit.

Catalogs are required for each user department/division within the County; and will also be required for Finance. Please indicate the format in which this information will be provided (check one – or more, if appropriate):

- _____ Catalog
- XXX _____ CD-Rom
- _____ Internet Link

REGULAR DEALER

Quotes will be considered only from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

SUMMARY REPORTS

Upon completion of each six month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per item,
- 2) Total quantity of each item purchased.

BASIS OF AWARD

The basis of award for this quote will be the quoter(s) meeting specifications who offers the highest percentage discount off of catalog list prices for Hach, Fisher Scientific, and VWR.

The discount quoted must apply across each manufacturer's entire product line equally for all items. All rebates, volume discounts, etc. shall be included in the price quoted.

Lee County reserves the right to award to multiple vendors per manufacturer product line.

INSURANCE

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

GENERAL INFORMATION

All parts and supplies covered by the quote shall be original Hach, Fisher Scientific, or VWR, new and unused, of the highest grade and workmanship, and in the original packaging.

Quoters shall be authorized by Hach, Fisher Scientific, or VWR to sell such parts and supplies; a copy of their Dealer Authorization may be requested.

WARRANTY

All parts and supplies shall carry a full factory warranty.

The successful vendor(s) shall provide full factory warranty on all parts and supplies furnished, as a result of this quote, against defects in materials and/or workmanship. The warranty shall start on the date of delivery and acceptance by Lee County.

DELIVERY

NOTE: The quoted percentage/net price for the parts and supplies shall include INSIDE DELIVERY, F.O.B. Ft. Myers, FL to any County location as directed.

PRICE REVISIONS

Prices will be allowed to change, but only as the catalog prices change, and only after the new catalogs are provided to Lee County.

NOTE: The quoted discount percentage shall remain firm over the term of the quote.

ESTIMATED DOLLAR VOLUME

The estimated collective expenditure for Hach, Fisher Scientific, and VWR lab supplies over the next 12 months is approximately \$100,000. However, no minimum amount is guaranteed.

ACCEPTANCE

The material delivered under this quote shall remain the property of the seller until accepted to the satisfaction of the County. The materials are to be in compliance with the terms and specifications herein, and be of the highest quality. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such products to the seller at the seller's expense.

BACKORDERS

Backorders must be held to a minimum. It is expected that 90% of backordered items be shipped within 5 days after receipt of the first order.

RETURN POLICY

Lee County requires the ability to return any and all new and unused items purchased under this quote to the awarded vendor within 60 calendar days after receipt without a restocking fee.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

LOCAL BIDDER'S PREFERENCE

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

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

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

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

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

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

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

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

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

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

1. How many employees are available to service this contract? 7

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

Hach Company is the manufacture of water analysis
equipment and associated chemicals.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

Hach Company is a manufacture of water and wastewater
analysis instruments and associated chemicals. Items in
stock will ship within 48 hours, out of stock items will
ship within 30 days.

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

Yes xxx No _____

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

Please see attached sales history.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: Q-070364 PROJECT NAME: Hach, Fisher & VWR Lab
Equipment

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Hach Company
Emily Coppola Bid Specialist 4/23/07
Signature Title Date

STATE OF Colorado
COUNTY OF Larimer

The foregoing instrument was signed and acknowledged before me this 23 day of April, 2007, by Emily Coppola who has produced Passport as identification.
(Print or Type Name)
(Type of Identification and Number)

Robert J. Schumaker
Notary Public Signature

Robert J. Schumaker
Printed Name of Notary Public

12105/07
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- N/A 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. Affidavit Certification Immigration Signed and Notarized
- 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398	1825 Hendry St 3 rd Floor
or	Ft. Myers, FL 33901
Ft. Myers, FL 33902-0398	
- 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- N/A 15. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 - _____ Do not offer this product _____ Insufficient time to respond.
 - _____ Unable to meet specifications (why)
 - _____ Unable to meet bond or insurance requirement.
 - Other: _____

Company Name and Address:

FORMAL QUOTE NO.: Q-070364

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE OF HACH, FISHER SCIENTIFIC,
& VWR LAB EQUIPMENT**

DATE SUBMITTED: 4/23/07

VENDOR NAME: VWR International

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:

HACH CATALOG LIST PRICE LESS _____ % OFF

FISHER SCIENTIFIC CATALOG LIST PRICE LESS _____ % OFF

VWR CATALOG LIST PRICE LESS see attachment _____ % OFF

NOTE: DELIVERY CHARGES SHALL BE INCLUDED IN THE PERCENTAGES QUOTED.

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

YES _____ NO

TO BE STARTED WITHIN 10-45 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

General Discount Schedule

Lee County Bid

20-Apr-07

Discounts by Product Group

Discount Amount

Chemicals

Private label Chemicals	38%
Private Label Solutions	40%
Acids	24%
Solvents	26%
Solutions	30%
Salts & Dry Chemicals	24%
Standards	22%

Equipment

All Equipment - By Quotation Only
Minimum discount of 18%

Chromatography

Columns	10%
Vials	25%
Syringes	15%
Supplies	10%

Furniture

All Furniture By Quotation Only

Filtration

Private Label Filtration	28%
Other Filtration	16%

Glassware

Private Label Reusable Glass	24% to 40%
Private Label Disposable Glass	24% to 40%
Other Glassware	20%

Plasticware

Private Label Reusable Plastics	24% to 40%
Private Label Disposable Plastics	24% to 40%

VWR QUOTE # Lee County Q-070364
 VWR INTERNATIONAL
 1050 SATELLITE BLVD, NW
 SUWANEE, GA 30024

Other Plasticware 20%

Liquid Handling

Private Label Tubing 30% - 42%
Private Label Pipettors 15% - 35%
Private Label Tips 24% - 40%

Branded Pipettors 12%
Other Liquid Handling 20%

PSS

Private Label Cleanroom Supplies 25% - 40%
Private Label Apparel 25% - 35%
Private Label Non-Sterile Gloves 30% - 55%

Sterile Gloves 18%
Non-Sterile Gloves 22%
Detergents/Cleaners 20%

Safety

Private Label Safety Supplies 25% - 50%

Other Safety 18%

General Supplies

Private Label Disposable Supplies 28% - 50%
Private Label Reusable Supplies 24% - 40%

Other Disposable Supplies 15% to 25%
Other Reusable Supplies 15% to 25%

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

Yes _____ No _____

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

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

FIRM NAME VWR International

BY (Printed): Bobbie L. Andrews

BY (Signature): Bobbie L. Andrews

TITLE: Bid Coordinator

FEDERAL ID # OR S.S.# 911319190

ADDRESS: VWR INTERNATIONAL
1050 SATELLITE BLVD, NW
SUWANEE, GA 30024

PHONE NO.: 800-932-5000

FAX NO.: 770-291-1238

CELLULAR PHONE/PAGER NO.: n/a

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: eastbids@vwr.com

REVISED: 3/1/07

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

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

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

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

n/a

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

n/a

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

1. How many employees are available to service this contract? _____
100 +

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

all requirements to be met.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

Stock provided when order placed

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

Yes _____ No _____ N/A

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

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 0-070364 PROJECT NAME: Hoch, Fisher Scientific + VWR Lab Equipment

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: VWR International
Pamela Easley / Bids Supervisor
Signature Title Date

STATE OF Georgia
COUNTY OF DeWitt

The foregoing instrument was signed and acknowledged before me this 8th day of May, 2007, by PAMELA EASLEY who has produced
(Print or Type Name)
KNOWN to me as identification.
(Type of Identification and Number)

Joan P Skinner
Notary Public Signature

JOAN P. SKINNER
Printed Name of Notary Public

6-3-2009 # 05-NT-01902
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.



Contracts Department

1050 Satellite Blvd., NW

Suwanee, GA 30024

800-932-5000 – toll free customer line

770-291-1238 – fax number to contract dept.

Your bid request reference number: Q-070364

Due Date: 4/24/07 @ 2:30pm

VWR quote number: Lee County Q-070364

Please find the included reply to your request for quotation. If there are any questions, please feel free to call me. Thank you for the opportunity to bid on your business.

We would like to be included in any recap information that is available. If you have a recapping policy, please advise. You may send any correspondence to my attention at: **VWR International**

Contracts Dept
1050 Satellite Blvd., NW
Suwanee, GA 30024


signature

Bobbie Andrews, Contract Representative
print name / title

770-495-1043 – direct dial phone number