

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

Blue Sheet No. 20020337

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Formal Quotation Q-020151, Baxter Interlink Supplies and I.V. Solutions for Lee County EMS (Public Safety) to Emergency Medical Products, Inc. based on being the lowest quoter on the majority of items and due to the fact that they bid all line items. Preference was given to any vendor quoting all line items per the specification. Estimated annual expenditures for these products are approximately \$317,000.00. Also request authority to renew quotation for four additional one-year periods, under the same terms and conditions, if in the best interest of Lee County at the expiration of the original term. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

WHY ACTION IS NECESSARY: The Board must approve total purchases that exceed the \$50,000 threshold

WHAT ACTION ACCOMPLISHES: Establishes competitive pricing for the purchase of Baxter Interlink Supplies and I.V. Solutions.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C7B

3. MEETING DATE:

4-16-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Public Safety

BY: *John Wilson* *Michael Bridges*

7. BACKGROUND: In order to continue to obtain Baxter Interlink Supplies and I.V. Solutions at a fair market value the Division of Purchasing Services requested and received sealed quotations on February 26, 2002. On that date six responses were received. The quotations have been thoroughly reviewed and the recommendation is being made to award to Emergency Medical Products, Inc. as the vendor meeting all specification requirements.

Attachments: (1) Tabulation Sheet (3) Emergency Medical Products, Inc. Quote
(2) Specifications (4) Department's Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA	OM	Risk	GC
					<i>4/12/02</i>	<i>4/12/02</i>	<i>4/12/02</i>	<i>4/12/02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ATTORNEY
4/12/02
12:05 pm
4/4/02

REC'D
by C2. ATTY
10:43 AM
CO. ATTY
FORWARDED TO:

ATTACHMENT

FORMAL QUOTATION #Q-020151

LEE COUNTY, FLORIDA TABULATION SHEET

OPENING DATE: FEBRUARY 26, 2002

FOR

BUYER: CHRIS JEFFCOAT

BAXTER INTERLINK SUPPLY AND IV SOLUTIONS

VENDORS

American	Southeastern	Emergency	Emergency Equipmt	Medical Products	RX EMS Inc	Tri-Anim	Moore Medical Corporation
La France							

LOCAL VENDOR PREFERENCE	N	N	N	N	N	Y	N
OWN VEHICLE/Common CARRIER	N	N	N	N	N	N	N

1. LACTATED RINGERS, 1000 ML,

12 CASE BAXTER #2B2324

Estimated Annual Usage: 200 cases

Cost per case

16.75

17.25*

12.24

12.96

14.4

22.44

Cost per case x 200 = Est. Annual Cost

3,350

3,450

2,448

2,592

2,880

4,488

2. SODIUM CHLORIDE 0.9%, 250 ml,

36/CASE DESIRED BAXTER #2B1322Q

Estimated Annual Usage: 150 cases

Cost per case

31.45

24*

26.64

30.96

41.1

53.28

Cost per case x 150 = Est. Annual Cost

4,717.50

3,600

3,996

4,644

6,165

7,992

3. SODIUM CHLORIDE 0.9% 1000 ML,

12/CASE DESIRED BAXTER #2B1324

Estimated Annual Usage: 100 cases

Cost per case

15.2

14.5

9.96

11.52

13.4

16.32

Cost per case x 100 = Est. Annual Cost

1,520

1,450

996

1,152

1,340

1,632

VENDORS

	American	Southeastern	Emergency Equipmt	Emergency Medical Products	RX EMS Inc	Tri-Anim	Moore Medical
	La France					Health Services	Corporation
4. LIDOCAINE 500 ML, 18/CS DESIRED BAXTER #2B0973							
Estimated Annual Usage: 12 cases							
Cost per case	70	118.5	66.96	74.7	68.41	NB	
Cost per case x 12 = Est. Annual Cost	840	1,422	803.52	896.4	821.64		
5. ADMIN. SET 10 DROP, 48/CS DESIRED BAXTER #2C6537							
Estimated Annual Usage: 200 cases							
Cost per case	132	194	121.44	145.2	184.6	201.6	
Cost per case x 200 = Est. Annual Cost	26,400	38,800	24,288	29,040	36,920	40,320	
6. ADMIN. SET 60 DROP, 48/CS DESIRED BAXTER #2C6546							
Estimated Annual Usage: 100 cases							
Cost per case	153.5	199	124.8	157.7	180.69	206.4	
Cost per case x 100 = Est. Annual Cost	15,350	19,900	12,480	15,770	18,069	20,640	
7. INJECTION SITE, 200/CS DESIRED BAXTER #2N3399							
Estimated Annual Usage: 50 cases							
Cost per case	239	167.8*	210	250	258	312.94	
Cost per case x 50 = Est. Annual Cost	11,950	16,780	10,500	12,500	12,900	15,647	
8. LEVEL CANNULA 100/BX DESIRED BECTON/DICKINSON #303370							
Estimated Annual Usage: 50 boxes							
Cost per box	47	41*	39	38.5	388	455.76	
Cost per box x 50 = Est. Annual Cost	2,350	2,050	1,950	1,925	19,400	22,788.00	
9. VIAL ADAPTER, 50/BX DESIRED BAXTER #2N3394							
Estimated Annual Usage: 100 boxes							
Cost per box	78	110	71.5	83.75	105.8	NB	
Cost per box x 100 = Est. Annual Cost	7,800	11,000	7,150	8,375	10,580		

VENDORS

	American	Southeastern	Emergency	Medical Products	RX EMS Inc	Tri-Anim	Moore Medical Corporation
	La France	Emergency Equip				Health Services	
10. 3CC SYRINGE LUER/LOK 100/BX BECTON/DICKINSON #303400 Estimated Annual Usage: 200 boxes							
Cost per box	31	5.28*	25.5	6.5	6.85*		NB
Cost per box x 200 = Est. Annual Cost	6,200	1,056	5,100	1,300	1,370		
11. 0.9% SODIUM CHLORIDE VASCULAR ACCESS FLUSH DEVICE 5 ML VITAL SIGNS REF #1100505 NDC 8166-1109-05 60/CS Estimated Annual Usage: 160 cases							
Cost per case	NB	NB	30*	NB	NB		NB
Cost per case x 160 = Est. Annual Cost			5,760				
12. 0.9% SODIUM CHLORIDE INJ. 100 ML SINGLE PACKS, 48/CS DESIRED ABBOTT NDC #0074-7984-23 Estimated Annual Usage: 28 cases							
Cost per case	53*	84	68.16	51.36	99.5		NB
Cost per case x 28 = Est. Annual Cost	1,484	1,764	1,908.48	1,438.08 QUAD PK	1,691.5 QUAD PK		
13. 5% DEXTROSE 100ML SINGLE PACKS 48/CS DESIRED ABBOTT NDC # 0074-7923-23 Estimated Annual Usage: 7 cases							
Cost per case	53*	84	68.16	51.36	99.5		NB
Cost per case x 7 = Est. Annual Cost	371	504	477.12	359.52	696.5		
14. 400 MG DOPAMINE HCL IN 5% DEXTROSE INJ. 9/CS DESIRED ABBOTT NDC #0074-7809-22 Estimated Annual Usage: 10 cases							
Cost per case	NB	NB	140.16	132	138.3		NB
Cost per case x 10 = Est. Annual Cost			1,401.60	1,320	1,383		

VENDORS

	American	Southeastern	Emergency	RX EMS Inc	Tri-Anim	Moore Medical
	La France	Emergency Equipmt	Medical Products		Health Services	Corporation
15. PROTECTIV I.V. PLUS 14 gauge x 1.25"						
CATHETERS 50/BX DESIRED CRITICON #3068						
Estimated Annual Usage: 50 boxes						
Cost per box	96	116.5	94	111	111	123.2
Cost per box x 50 = Est. Annual Cost	4,800	5,825	4,700	5,550	5,550	6,160
16. PROTECTIV I.V. PLUS 16 gauge X 1.25"						
CATHETERS 50/BX DESIRED CRITICON #3062						
Estimated Annual Usage: 60 boxes						
Cost per box	96	116.5*	94	111	111	123.2
Cost per box x 60 = Est. Annual Cost	5,760	6,990	5,640	6,660	6,660	7,392
17. PROTECTIV I.V. PLUS 18 gauge x 1.25"						
CATHETERS 50 BX DESIRED CRITICON #3065						
Estimated Annual Usage: 300 boxes						
Cost per box	96	116.5*	94	111	111	123.2
Cost per box x 300 = Est. Annual Cost	28,800	34,950	28,200	33,300	33,300	36,960
18. PROTECTIV I.V. PLUS 20 gauge X 1.25"						
CATHETERS 50/BX DESIRED CRITICON #3066						
Estimated Annual Usage: 200 boxes						
Cost per box	96	116.5	94	111	111	123.2
Cost per box x 200 = Est. Annual Cost	19,200	23,300	18,800	22,200	20,200	24,640
19. PROTECTIV I.V. PLUS 19 gauge X 1.25"						
CATHETERS 50/BX DESIRED CRITICON #3060						
Estimated Annual Usage: 20 boxes						
Cost per box	96	116.5*	94	110	111	123.2
Cost per box x 20 = Est. Annual Cost	1,920	2,330	1,880	2,200	2,220	2,464

VENDORS

	American La France	Southeastern Emergency Equipt	Emergency Medical Products	RX EMS Inc	Tri-Anim Health Services	Moore Medical Corporation
20. PROTECTIV I.V. PLUS 24 gauge X 1.25" CATHETERS 50/BX DESIRED CRITICON #30630 Estimated Annual Usage: 20 boxes						
Cost per box	96	116.5	98.5	122	111	NB
Cost per box x 20 = Est. Annual Cost	1,920	2,330	1,970	2,440	2,220	
21. INSYTH AUTOGUARD 16 gauge X 1.77" CATHETERS 50/BX DESIRED BECTON/DICKINSON #381557 Estimated Annual Usage: 10 boxes						
Cost per box	92	86.5	118	92.82	121.5	NB
Cost per box x 10 = Est. Annual Cost	920	865	1,180	928.2	1,215	
22. INSYTH AUTOGUARD 16 gauge X 1.16" CATHETERS 50/BX DESIRED BECTON/DICKINSON #381554 Estimated Annual Usage: 60 boxes						
Cost per box	92	86.5	118	92.82	121.5	NB
Cost per box x 60 = Est. Annual Cost	5,520	5,190.*	7,080	5,569.20	7,290	
23. INSYTE AUTOGUARD 18 gauge X 1.16" CATHETERS 50/BX DESIRED BECTON/DICKINSON #381557 Estimated Annual Usage: 300 boxes						
Cost per box	92	86.5	118	9.282	121.5	NB
Cost per box x 300 = Est. Annual Cost	27,600	25,950	35,400	27,846	36,450	
24. INSYTE AUTOGUARD 20 gauge X 1.16" CATHETERS 50/BX DESIRED BECTON/DICKINSON #381534 Estimated Annual Usage: 200 boxes						
Cost per box	92	86.5	118	92.82	121.5	NB
Cost per box x 200 = Est. Annual Cost	18,400	17,300	23,600	18,564	24,300	

VENDORS

	American	Southwestern	Emergency Equipt	Emergency Medical Products	RX EMS Inc	Tri-Anim	Moore Medical Corporation
25. INSYTE AUTOGUARD 22 gauge X 1.00"	La France						
CATHETERS 50/BX DESIRED							
BECTON/DICKINSON #381523							
Estimated Annual Usage: 20 boxes							
Cost per box	92	86.5	118	92.82	121.5	NB	
Cost per box x 20 = Est. Annual Cost	1,840	1,730	2,360	1,856.40	2,430		
26. INSYTE AUTOGUARD 24 gauge x .75"							
CATHETERS 50/BX DESIRED							
BECTON/DICKINSON #381512							
Estimated Annual Usage: 20 boxes							
Cost per box	92	86.5	118	92.82	121.5	NB	
Cost per box x 20 = Est. Annual Cost	1,840	1,730	2,360	1,856.40	2,430		
27. LOW SORBING SET 20/SETS/CASE							
ALARIS MEDICAL SYSTEMS REF#28053							
Estimated Annual Usage: 300 boxes							
Cost per box	220	317.5	225.8	726.2	NB	NB	
Cost per box X 300 = Est. Annual Cost	66,000	95,250	67,740	217,860			
28. 86" HALF SET W/VALVE PORT 50/SET							
ALARIS MEDICAL SYSTEMS REF#28117E							
Estimated Annual Usage: 60 cases							
Cost per case	150*	320*	232	968	NB	NB	
Cost per case x 60 = Est. Annual Cost	9,000	19,200	13,920	58,080			
29. 20 DROP SET W/2 VALVE PORTS							
50/SETS CASE VENTED / UNVENTED							
ALARIS MEDICAL SYSTEMS REF#28034E							
Estimated Annual Usage: 80 cases							
Cost per case	189*	421*	270.5	1,331	NB	NB	
Cost per case x 80 = Est. Annual Cost	15,120	33,680	21,640	106,480			

* - Quote of a substitute

VENDORS		American	Southeastern	Emergency	RX EMS Inc	Tri-Anim	Moore Medical Corporation
		La France	Emergency Equipt	Medical Products		Health Services	
DELIVERY WITHIN	CALENDAR DAY	3 DAYS	7 - 10 DAYS	4-5 DAYS	7 DAYS	1-2 DAYS	2-3 DAYS
ANY MODIFICATIONS		Y	Y	N	N	N	N
SIGNED		Y	Y	Y	Y	Y	Y
COPIES		Y	Y	Y	Y	Y	N
NO BIDS							
FISHER SCIENTIFIC							
ZOLL							

POSTED DATE: 3-11-11
 TIME: 1:15
 BY: 1
 REMOVAL DATE: 3-22
 TIME: 4:15
 BY: OS



ATTACHMENT 2

PROJECT NO.: Q-020151

OPEN DATE:

AND TIME: 2:30 P.M.

PRE-BID DATE:

AND TIME:

LOCATION:

REQUEST FOR QUOTATIONS

TITLE:

The Purchase of Baxter Interlink Supplies
And I.V. Solutions

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (941) 689-7392

GENERAL CONDITIONS

Scaled 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 (941) 689-7385.

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 Services 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 to 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 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.

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, 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 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 \$15,000.00 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 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.

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) **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 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 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 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 Statutes.

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. **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
BAXTER INTERLINK SUPPLIES
AND I.V. SOLUTIONS**

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 the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

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.

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?
YES _____ NO _____

SPECIFY PRICES FOR ITEMS AS LISTED BELOW. SUBSTITUTES OR EQUAL PRODUCTS WILL BE ACCEPTED.

ITEM DESCRIPTION

1 LACTATED RINGERS, 1000 ML, 12/CASE DESIRED
BAXTER #2B2324
ESTIMATED ANNUAL USAGE: 200 CASES

COST/CASE \$ _____ X 200 = EST. ANNUAL COST \$ _____

ITEM DESCRIPTION

2 SODIUM CHLORIDE 0.9%, 250 ML, 36/CASE DESIRED
BAXTER #2B1322Q
ESTIMATED ANNUAL USAGE: 150 CASES

COST/CASE \$ _____ X 150= EST. ANNUAL COST \$ _____

3 SODIUM CHLORIDE 0.9%, 1000 ML, 12/CASE DESIRED
BAXTER #2B1324
ESTIMATED ANNUAL USAGE: 100 CASES
COST/CASE \$ _____ X 100= EST. ANNUAL COST \$ _____

4 LIDOCAINE 500 ML, 18/CASE DESIRED
BAXTER #2B0973
ESTIMATED ANNUAL USAGE: 12 CASES

COST/CASE \$ _____ X 12 = EST. ANNUAL COST \$ _____

5 ADMIN. SET 10 DROP, 48/CASE DESIRED
BAXTER #2C6537
ESTIMATED ANNUAL USAGE: 200 CASES

COST/CASE \$ _____ X 200 = EST. ANNUAL COST \$ _____

6 ADMIN. SET 60 DROP, 48/CASE DESIRED
BAXTER #2C6546
ESTIMATED ANNUAL USAGE: 100 CASES

COST/CASE \$ _____ X 100 = EST. ANNUAL COST \$ _____

7 INJECTION SITE, 200/CASE DESIRED
BAXTER #2N3399
ESTIMATED ANNUAL USAGE: 50 CASES

COST/CASE \$ _____ X 50 = EST. ANNUAL COST \$ _____

ITEM DESCRIPTION

8 LEVER CANNULA, 100/BOX DESIRED
 BECTON/DICKINSON #303370
 ESTIMATED ANNUAL USAGE: 50 BOXES

 COST/BOX \$ _____ X 50 = EST. ANNUAL COST \$ _____

9 VIAL ADAPTER, 50/BOX DESIRED
 BAXTER #2N3394
 ESTIMATED ANNUAL USAGE: 100 BOXES

 COST/BOX \$ _____ X 100 = EST. ANNUAL COST \$ _____

10 3CC SYRINGE LUER/LOK, 100/BOX DESIRED
 BECTON/DICKINSON #303400
 ESTIMATED ANNUAL USAGE: 200 BOXES

 COST/BOX \$ _____ X 200 = EST. ANNUAL COST \$ _____

11. 0.9% SODIUM CHLORIDE VASCULAR ACCESS FLUSH DEVICE 5ML
 VITAL SIGNS REF#1100505 NDC # 8166-1109-05 60/CASE DESIRED
 ESTIMATED ANNUAL USAGE: 160 CASES

 COST/CASE \$ _____ X 160 = EST. ANNUAL COST \$ _____

12. 0.9% SODIUM CHLORIDE INJ. 100ML SINGLE PACKS, 48/CASE DESIRED
 ABBOTT NDC # 0074-7984-23
 ESTIMATED ANNUAL USAG: 28 CASES

 COST/CASE \$ _____ X 28 = EST. ANNUAL COST \$ _____

13. 5% DEXTROSE 100ML SINGLE PACKS, 48/CASE DESIRED
 ABBOTT NDC # 0074-7923-23
 ESTIMATED ANNUAL USAGE: 7 CASES

 COST/CASE \$ _____ X 7 = EST. ANNUAL COST \$ _____

ITEM DESCRIPTION

14. 400 MG DOPAMINE HCL IN 5% DEXTROSE INJ., 9/CASE DESIRED
 ABBOTT NDC #0074-7809-22
 ESTIMATED ANNUAL USAGE: 10 CASES
 COST/CASE \$ _____ X 10 = EST. ANNUAL COST \$ _____

15. PROTECTIV I.V. PLUS 14 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3068
 ESTIMATED ANNUAL USAGE: 50 BOXES
 COST/BOX \$ _____ X 50 = EST. ANNUAL COST \$ _____

16. PROTECTIV I.V. PLUS 16 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3062
 ESTIMATED ANNUAL USAGE: 60 BOXES
 COST/BOX \$ _____ X 60 = EST. ANNUAL COST \$ _____

17. PROTECTIV I.V. PLUS 18 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3065
 ESTIMATED ANNUAL USAGE: 300 BOXES
 COST/ BOX \$ _____ X 300 = EST. ANNUAL COST \$ _____

18. PROTECTIV I.V. PLUS 20 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3066
 ESTIMATED ANNUAL USAGE: 200 BOXES
 COST/ BOX \$ _____ X 200 = EST. ANNUAL COST \$ _____

19. PROTECTIV I.V. PLUS 22 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3060
 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/ BOX \$ _____ X 20 = EST. ANNUAL COST \$ _____

20. PROTECTIV I.V. PLUS 24 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #30630
 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/ BOX \$ _____ X 20 = EST. ANNUAL COST \$ _____
-
21. INSYTE AUTOGUARD 16 gauge x 1.77" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381557
 ESTIMATED ANNUAL USAGE: 10 BOXES
 COST/ BOX \$ _____ X 10 = EST. ANNUAL COST \$ _____
-
22. INSYTE AUTOGUARD 16 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381554
 ESTIMATED ANNUAL USAGE: 60 BOXES
 COST/ BOX \$ _____ X 60 = EST. ANNUAL COST \$ _____
-
23. INSYTE AUTOGUARD 18 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381557
 ESTIMATED ANNUAL USAGE: 300 BOXES
 COST/ BOX \$ _____ X 300 = EST. ANNUAL COST \$ _____
-
24. INSYTE AUTOGUARD 20 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381534
 ESTIMATED ANNUAL USAGE: 200 BOXES
 COST/ BOX \$ _____ X 200 = EST. ANNUAL COST \$ _____
-
25. INSYTE AUTOGUARD 22 gauge x 1.00" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381523
 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/ BOX \$ _____ X 20 = EST. ANNUAL COST \$ _____
-

26. INSYTE AUTOGUARD 24 gauge x 0.75" CATHETERS 50 / BOX DESIRED
BECTON DICKINSON #381512
ESTIMATED ANNUAL USAGE: 20 BOXES
COST/ BOX \$ _____ X 20 = EST. ANNUAL COST \$ _____

27. LOW SORBING SET 20SETS/CASE
ALARIS MEDICAL SYSTEMS REF # 28053
ESTIMATED ANNUAL USAGE: 300 CASES
COST/CASE \$ _____ X 300= EST ANNUAL COST \$ _____

28. 86" HALF SET W/VALVE PORT 50SETS/CASE
ALARIS MEDICAL SYSTEMS REF #28117E
ESTIMATED ANNUAL USAGE 60 CASES
COST/CASE \$ _____ X 60 =EST ANNUAL COST \$ _____

29. 20 DROP SET W/2 VALVE PORTS 50SETS/CASE
ALARIS MEDICAL SYSTEMS REF #28034E VENTED/UNVENTED
ESTIMATED ANNUAL USAGE 80 CASES
COST/CASE \$ _____ X 80 =EST ANNUAL COST \$ _____

GRAND TOTAL \$ _____

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

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 SS # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE PURCHASE OF
BAXTER INTERLINK SUPPLIES
AND I.V. SOLUTIONS**

SCOPE

The intent of this specification is to provide for the purchase of Baxter InterLink Supplies and I.V. Solutions for the Lee County Division of Public Safety, Emergency Medical Services (EMS), on an annual basis.

REQUIRED PRODUCTS

The items required under this quote and their estimated annual usage are listed on the Proposal Quote Form. **All items can be quoted as is, or substitutes, or equals can be used.** It is desired that vendors price the items per the quantity listed. If the case or box quantity you are quoting differs from those listed, please list the case or box quantity your firm is quoting. Vendors are required to multiply the case or box price by the estimated annual usage, to provide the estimated total annual cost per item.

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.

DELIVERY REQUIREMENTS

Items are to be delivered FOB, Lee County, Florida, as directed. EMS may pick up items from vendors located in the metropolitan Fort Myers area, at its discretion. There shall be NO MINIMUM amount required for delivery.

BASIS OF AWARD

The basis of award for this quote will be low quoter meeting specifications per item, or overall low quoter meeting specifications, at Lee County's sole discretion. The award will be based on the extended cost of the estimated annual usage of the items. **It is desired that vendors quote on all items. Preference may be give to vendors who quote all line items.**

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items listed on the Proposal Quote Form.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County Emergency Medical Services. 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 in this quote.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

BACKORDERS

Back orders will generally be allowed, subject to Lee County's approval. Backorders must be held to a minimum.

DISCONTINUED ITEMS

Lee County must approve substitutes for any discontinued items. If an acceptable substitute cannot be supplied, Lee County shall have the right to purchase that item elsewhere.

PRICE INCREASES

If the awarded vendor experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

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.

GUIDE "B"

INSURANCE REQUIREMENTS FOR PRODUCTS

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.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a tangible product, and not labor, such as, but not limited to , hardware, supplies, and other merchandise.

Worker's Compensation

Does not apply.

Commercial General Liability

Coverage shall apply to premised and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

If the vendor indicates on the price page that vehicles other than their own (common carrier) will be used for delivery, then the following Automobile Liability will not be required.

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

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.

ATTACHMENT 3

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE PURCHASE OF
BAXTER INTERLINK SUPPLIES
AND I.V. SOLUTIONS**

DATE SUBMITTED: 2/26/02

VENDOR NAME: EMERGENCY MEDICAL PRODUCTS, INC.

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

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

The undersigned acknowledges receipt of Addenda numbers:

Is your firm interested in being considered for the Local Vendor Preference?
Yes _____ No X

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.

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?
YES _____ NO X

SPECIFY PRICES FOR ITEMS AS LISTED BELOW. SUBSTITUTES OR EQUAL PRODUCTS WILL BE ACCEPTED.

ITEM DESCRIPTION

1 LACTATED RINGERS, 1000 ML, 12/CASE DESIRED
BAXTER #2B2324 282324
P.462
ESTIMATED ANNUAL USAGE: 200 CASES

COST/CASE \$ 12.24 X 200 = EST. ANNUAL COST \$ 2448.⁰⁰

EMERGENCY MEDICAL PRODUCTS INC
1711 PARAMOUNT COURT
WAUKESHA, WI 53186

ITEM DESCRIPTION

2 SODIUM CHLORIDE 0.9%, 250 ML, 36/CASE DESIRED
 BAXTER #2B1322Q *2B1322*
P.462 ESTIMATED ANNUAL USAGE: 150 CASES
 COST/CASE \$ 26.64 X 150 = EST. ANNUAL COST \$ 3996.00

3 SODIUM CHLORIDE 0.9%, 1000 ML, 12/CASE DESIRED
 BAXTER #2B1324 *2B1324*
P.462 ESTIMATED ANNUAL USAGE: 100 CASES
 COST/CASE \$ 9.96 X 100 = EST. ANNUAL COST \$ 996.00

4 LIDOCAINE 500 ML, 18/CASE DESIRED
 BAXTER #2B0973 *2B0973*
P.533 ESTIMATED ANNUAL USAGE: 12 CASES
 COST/CASE \$ 66.96 X 12 = EST. ANNUAL COST \$ 803.52

5 ADMIN. SET 10 DROP, 48/CASE DESIRED
 BAXTER #2C6537 *2C6537*
P.452 ESTIMATED ANNUAL USAGE: 200 CASES
 COST/CASE \$ 121.44 X 200 = EST. ANNUAL COST \$ 24288.00

6 ADMIN. SET 60 DROP, 48/CASE DESIRED
 BAXTER #2C6546 *2C6546*
P.452 ESTIMATED ANNUAL USAGE: 100 CASES
 COST/CASE \$ 124.80 X 100 = EST. ANNUAL COST \$ 12480.00

7 INJECTION SITE, 200/CASE DESIRED
 BAXTER #2N3399 *2N3399*
P.453 ESTIMATED ANNUAL USAGE: 50 CASES
 COST/CASE \$ 210.00 X 50 = EST. ANNUAL COST \$ 10500.00

EMERGENCY MEDICAL PRODUCTS INC
 1711 PARAMOUNT COURT
 WAUKESHA, WI 53186

ITEM DESCRIPTION

- 8 LEVER CANNULA, 100/BOX DESIRED
P.453 BECTON/DICKINSON #303370 303370
 ESTIMATED ANNUAL USAGE: 50 BOXES
 COST/BOX \$ 39.00 X 50 = EST. ANNUAL COST \$ 1950.00
-
- 9 VIAL ADAPTER, 50/BOX DESIRED
P.453 BAXTER #2N3394 2N3394
 ESTIMATED ANNUAL USAGE: 100 BOXES
 COST/BOX \$ 71.50 X 100 = EST. ANNUAL COST \$ 7150.00
-
- 10 3CC SYRINGE LUER/LOK, 100/BOX DESIRED
P.459 BECTON/DICKINSON #303400 303400
 ESTIMATED ANNUAL USAGE: 200 BOXES
 COST/BOX \$ 25.50 X 200 = EST. ANNUAL COST \$ 5100.00
-
11. 0.9% SODIUM CHLORIDE VASCULAR ACCESS FLUSH DEVICE 5ML
P.493 ~~VITAL SIGNS REF#1100505 NDC # 8166-1109-05 60/CASE DESIRED~~
 ESTIMATED ANNUAL USAGE: 160 CASES
ABBOTT #5365-05 5ML ANSYR SYRINGE (50/Box)
 COST/CASE \$ 30.00 X 160 = EST. ANNUAL COST \$ 4800.00
-
12. 0.9% SODIUM CHLORIDE INJ. 100ML SINGLE PACKS, 48/CASE DESIRED
No PAGE ABBOTT ~~NDC # 0074-7984-23~~ 15421-26
 ESTIMATED ANNUAL USAG: 28 CASES
 COST/CASE \$ 68.16 X 28 = EST. ANNUAL COST \$ 1908.48
-
13. 5% DEXTROSE 100ML SINGLE PACKS, 48/CASE DESIRED
No PAGE ABBOTT ~~NDC # 0074-7923-23~~ 15420-26
 ESTIMATED ANNUAL USAGE: 7 CASES
 COST/CASE \$ 68.16 X 7 = EST. ANNUAL COST \$ 477.12

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ITEM DESCRIPTION

- P.532 14. 400 MG DOPAMINE HCL IN 5% DEXTROSE INJ., ~~5~~/CASE DESIRED
 ABBOTT NDC #0074-7809-22 7809-22 (12/CASE)
 ESTIMATED ANNUAL USAGE: 10 CASES
 COST/CASE \$ 140.16 X 10 = EST. ANNUAL COST \$ 1401.60
-
- P.436 15. PROTECTIV I.V. PLUS 14 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3068 3068
 ESTIMATED ANNUAL USAGE: 50 BOXES
 COST/BOX \$ 94.00 X 50 = EST. ANNUAL COST \$ 4700.00
-
- P.436 16. PROTECTIV I.V. PLUS 16 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3062 3062
 ESTIMATED ANNUAL USAGE: 60 BOXES
 COST/BOX \$ 94.00 X 60 = EST. ANNUAL COST \$ 5640.00
-
- P.436 17. PROTECTIV I.V. PLUS 18 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3065 3065
 ESTIMATED ANNUAL USAGE: 300 BOXES
 COST/BOX \$ 94.00 X 300 = EST. ANNUAL COST \$ 28200.00
-
- P.436 18. PROTECTIV I.V. PLUS 20 gauge x 1.25" CATHETERS 50 / BOX DESIRED
 CRITICON #3066 3066
 ESTIMATED ANNUAL USAGE: 200 BOXES
 COST/BOX \$ 94.00 X 200 = EST. ANNUAL COST \$ 18800.00
-
- P.436 19. PROTECTIV I.V. PLUS 22 gauge x ~~1.25~~" CATHETERS 50 / BOX DESIRED
 CRITICON #3060 3060 (1")
 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/BOX \$ 94.00 X 20 = EST. ANNUAL COST \$ 1880.00

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20. PROTECTIV I.V. PLUS 24 gauge x ~~1.25~~^{1.75}" CATHETERS 50 / BOX DESIRED
 CRITICON #30630 30630 (1.75")
 P.436 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/ BOX \$ 98.50 X 20 = EST. ANNUAL COST \$ 1970.00

21. INSYTE AUTOGUARD 16 gauge x 1.77" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381557 381557
 P.437 ESTIMATED ANNUAL USAGE: 10 BOXES
 COST/ BOX \$ 118.00 X 10 = EST. ANNUAL COST \$ 1180.00

22. INSYTE AUTOGUARD 16 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381554 381554
 P.437 ESTIMATED ANNUAL USAGE: 60 BOXES
 COST/ BOX \$ 118.00 X 60 = EST. ANNUAL COST \$ 7080.00

23. INSYTE AUTOGUARD 18 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #~~381557~~ 381544
 P.437 ESTIMATED ANNUAL USAGE: 300 BOXES
 COST/ BOX \$ 118.00 X 300 = EST. ANNUAL COST \$ 35400.00

24. INSYTE AUTOGUARD 20 gauge x 1.16" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381534 381534
 P.437 ESTIMATED ANNUAL USAGE: 200 BOXES
 COST/ BOX \$ 118.00 X 200 = EST. ANNUAL COST \$ 23600.00

25. INSYTE AUTOGUARD 22 gauge x 1.00" CATHETERS 50 / BOX DESIRED
 BECTON DICKINSON #381523 381523
 P.437 ESTIMATED ANNUAL USAGE: 20 BOXES
 COST/ BOX \$ 118.00 X 20 = EST. ANNUAL COST \$ 2360.00

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26. INSYTE AUTOGUARD 24 gauge x 0.75" CATHETERS 50 / BOX DESIRED
BECTON DICKINSON #381512 381512
P.437 ESTIMATED ANNUAL USAGE: 20 BOXES

COST/ BOX \$ 118.00 X 20 = EST. ANNUAL COST \$ 2360.00

27. LOW SORBING SET 20SETS/CASE
ALARIS MEDICAL SYSTEMS REF # 28053
P.469 ESTIMATED ANNUAL USAGE: 28053 300 CASES

COST/CASE \$ 225.80 X 300 = EST ANNUAL COST \$ 67740.00

28. 86" HALF SET W/VALVE PORT 50SETS/CASE
ALARIS MEDICAL SYSTEMS REF #28117E
P.469 ESTIMATED ANNUAL USAGE 28117 60 CASES

COST/CASE \$ 232.00 X 60 = EST ANNUAL COST \$ 13920.00

29. 20 DROP SET W/2 VALVE PORTS 50SETS/CASE
ALARIS MEDICAL SYSTEMS REF #28034E VENTED/UNVENTED
P.469 ESTIMATED ANNUAL USAGE 28034 80 CASES

COST/CASE \$ 270.50 X 80 = EST ANNUAL COST \$ 21640.00

GRAND TOTAL \$ 314,768.72

TO BE DELIVERED WITHIN 4-5 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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 X

EMERGENCY MEDICAL PRODUCTS INC
1711 PARAMOUNT COURT
WAUKESHA, WI 53186

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 EMERGENCY MEDICAL PRODUCTS, INC.

BY (Printed): BRADLEY G. SMITH

BY (Signature): Bradley G Smith

TITLE: VP/GM

FEDERAL ID # OR SS # 39-1164909

ADDRESS: 1711 PARAMOUNT COURT
WAUKESHA WI 53186

PHONE NO.: (800) 558-6270

FAX NO.: (800) 558-1551

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: brads@buyemp.com

REVISED: 7/28/00

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? 45

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

WITH EMP INC'S INTEGRATED BARCODING
SYSTEM WE CAN BOAST A 99.4% ORDER ACCURACY
RATE AS WELL AS A 97.8 ORDER FILL RATE.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

HOUSED IN OUR 50,000+ SQ. FOOT WAREHOUSE EMP, INC.
ALWAYS KEEPS IN STOCK APPROXIMATELY 2.5 million
DOLLARS WORTH OF INVENTORY AND SUPPLIES.

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

Yes _____ No X

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

ATTACHMENT 4

From: Chris Hansen
To: Jeffcoat, Christopher
Date: 3/18/02 4:09PM
Subject: Quote Number Q-020151

Chris:

After review of the tabulation sheet and other items sent in packets, it is our recommendation that EMERGENCY MEDICAL PRODUCTS, Inc., be awarded this quotation. They are the overall low quoter. They bid only one substitution - which is acceptable with our specifications.

Please process this quotation for BOCC approval at your earliest convenience. Thanks for your assistance and patience.

Sincerely,

H.C. "Chris" Hansen, EMS Manager
Lee County Division of Public Safety
PO Box 398 Fort Myers, FL 33902
(941) 335-1604, Fax: (941) 335-1651
www.lee-county.com/ps/ems
chrish@leegov.com

CC: Cordero, Juan; Geren, Jim; Kainrad, Dave; Molina, Phillip; Wilson, John