Date Received

### **CHIEF ADMINISTRATIVE OFFICE**

### **Procurement and Contracts Division**

	67
NON COMPETITIVE DID DUDCHASE ILIG	TITIO A TION

### NON-COMPETITIVE BID PURCHASE JUSTIFICATION

Required for all sole source acquisitions in excess of \$5,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered.

Department Head approval is required.

	Raquaet	ting Department Informa	tion		
Department:	Nequesi	Index Code:	uon		
HHSA Animal Service	s	5500000			
Contact Name:	<u> </u>	Subobject:	User Code:		
Henry Brzezinski		•	sset: Equipment)		
Telephone: Fa			333. <u></u>		
530-573-7940		T CAX.			
		2 2			
	Required	Supplier / Vendor Inform	ation		
Vendor / Supplier Na	me:	Vendor / Supp	plier Address:		
Shor-Line (Midmark C	orp)	511 Osage Av	е		
Contact Name:		Kansas City, k	(S 66105		
Tim Hemings					
Estimated Purchase Price:		Vendor / Sup	Vendor / Supplier Email Address:		
\$ 114,186.93		THemings@m	THemings@midmark.com		
Telephone:		Fax:	Fax:		
(909) 496-0251					
Provide a brief descri	ption of the acquisition, inclu	iding all goods and/or service	es the vendor/supplier will provide:		
seller of "T-Kennel" co (located at 1120 Shake kennels, and 13 quant transfers. Kennel acco	ommercial-use dog kennels) ori Dr, South Lake Tahoe, Co ity x 46" kennels) to include essories include 38 quantity ering extra parts to ensure th	for use and installation at the A 96150). The quote includes stainless steel guillotine encl Stainless Steel Feed Trays a	Shor-Line, (the manufacturer and only direct e South Lake Tahoe (SLT) Animal Shelter is a total of 19 kennels (6 quantity x 40" osures to divide each kennel with side and 19 quantity Stainless Steel 2-Quart eccessible (Extra Equipment = (2) 6' Side		
Department Head:	Daniel Del Monte (Aug 15, 2022 19:38 PDT)		Program Signaturo:		
·	Signature		Program Signature:		
Purchasing Agent:	<b>Wichele Weimer (Aug 17, 2022 09:56 PDT)</b>		Henry Brzezinski (Aug 15, 2022 18:17 PDT)		
· aronaomy / igonii	Signature		Animal Services, Henry Brzezinski		
Board of Supervisors: Buyer Assignm		ent:			
Date:		Assigned To:			
Item:		Date:	Date:		
-					

#### A. The good/service requested is restricted to one supplier for the reason stated below:

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively bid. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition.)

Shor-Line manufactures/sells a stainless steel kennel system called "T-Kennel System" for commercial animal shelter application. T-Kennels are the industry standard for long-term use, adaptability, and durability, as evidenced by the T-Kennels currently used in both County Animal Shelters. HHSA (Animal Services) purchased T-Kennels in 2006 and 2007 for the West and East Slope Shelters and wants to standardize the kennels used at both Slopes by purchasing the same T-Kennels. Standardization will allow both shelters to utilize existing County-owned T-Kennel surplus parts, and allow both slopes to benefit by utilizing the same kennel systems. T-Kennels, unlike other commercial kennels provide the following unique benefits:1) Offers disease control protection of a full T-Cover (drain cap system) keeping pets out of the drainage channel. 2)The compartmentalized drain flooring system allows the Shelter to retrofit T-Kennels above or on ground and allows the County to transfer kennels and utilize between shelters if/as needed; and 3) T-Kennels have side transfer guillotines to allow dual use of each kennel to house dual pets (when needed) and/or provide more space.

2. Provide the background of events leading to this acquisition.

Most of the kennels currently installed at the South Lake Tahoe (SLT) Shelter were intended for temporary use and are no longer meeting the needs of the shelter, as they are failing and need replacement. There is the potential for safety hazards to the dogs housed or the potential for escape. The SLT kennels failed around 3 years ago and would have been 11 years old at the point of failure, whereas the Shor-Line T-Kennels (purchased in 2007) that are installed in the Diamond Springs Shelter are currently 15 years old with no failures, and have been transferred and reinstalled twice since the original purchase. The SLT shelter project was initially done economically with a very limited budget so the kennels purchased were budget-based and were not a quality product. Funding had been included in Animal Shelter's FY 22/23 Budget to remove/dispose of the old kennels and to purchase and install new long-term use dog kennels. Animal Shelter is working with County Purchasing to follow the equipment surplus process and it has been determined that the existing kennels need to be removed and disposed of.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

With over 35 years in animal shelter management, Henry has tested other kennel types in the past that have failed, were not durable, and/or were nontransferable between shelter locations. Other kennel systems do not offer the drain system sanitation capabilities that Shor-Line provides. Shor-Line's drain cover has been patented and allows solid waste to flow underneath without removing the cover or forcing the waste through a small hole or opening. Due to Henry's experience and knowledge gained through his experience with several dog kennel systems, Henry has witnessed first-hand the durability and customization that Shor-Line T-Kennels provide. T-Kennels are the most customizable kennel options in the industry and are also used by Stanislaus County, Sacramento SPCA, San Francisco SPCA, City of Los Angeles, Los Angeles County, Riverside County, San Diego County, San Diego Humane, City of El Cajon, Orange County and East Bay SPCA, City of Bakersfield, Fresno County, and recently the City of Elk Grove.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

Having the same kennels at both shelter locations will allow standardization of parts, equipment, repairs, replacements and allow the County to maximize funding by being able to interchange T-Kennels systems when needed, and to utilize existing surplus parts. Not purchasing through Shor-Line may lead to the purchase of lower quality kennels, future replacement purchases and will not allow standardization of parts or equipment and will not allow the transfer of kennels in between shelter locations.

5. What market research was conducted to substantiate no competition, including evaluation of other items consider? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

In 2006 and 2007, the County issued 2 Invitations for Bids (IFB) (07-040-016 and 07-040-065) to solicit modular kennels and accessory manufacturers. The first IFB from 2006 received 2 bids (LGL Animal Care Products, Inc. based out of TX and T-Kennel Systems based out of KS, now owned by Midmark dba Shor-Line). The T-Kennel quote was \$2,000 less in difference for the same specification and awarded due to best value. The second bid was issued in 2007, and T-Kennel Systems was the only bid received/awarded. Currently, the industry remains very small for commercial kennel production as County Animal Services staff performed market research to identify kennel manufacturers and were unable to identify other vendors that offered the same quality stainless steel kennels as Shor-Line. Given that the kennels currently used by Animal Services in Diamond Springs are the Shor-Line T-Kennels, the department wants to ensure standardization for equipment used in both shelters, to ensure interchangeable parts and transferral kennel usage, and trusts the long term durability that has been witnessed first hand by the longevity of the T-Kennels currently owned by the County. These findings substantiates no competition.

### B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

see response to question 5 above. T-Kennel Systems was initially selected as the best value in response to Request for Bids issued in 2006 in the first bid issued and was the only bid received from the second bid in 2007. There is no industry comparable standard that Animal Services has identified. As identified in Question 3, multiple CA municipality shelters contract with Shor-Line due to the value and product quality of the T-Kennels.

2. Describe any cost savings or avoidance realized (1 time or on-going) by acquiring the goods/services from this supplier.

Having the same kennels at both shelter locations will allow for standardization of parts, equipment, repairs, replacements and allow the County to maximize funding by being able to interchange T-Kennels systems when needed, and to utilize existing surplus parts for kennel modifications and/or repairs. Not purchasing through Shor-Line may lead to the purchase of lower quality kennels, future replacement purchases and will not allow for the standardization of parts or equipment and will not allow the transfer of kennels in between shelter locations. Shor-Line offers a lifetime limited warranty against any defects in material or manufacturing. Items that wear-out, like cables and pulleys have a 1 year warranty.

# **Shor-Line T-Kennel Quote Attached**

QUOTE:

122847

## SHOR-LINE SINCE 1927

DATE:

8/15/22

### 511 OSAGE AVE. KANSAS CITY KS 66105 913 281 1500 Fax 913-281-5339

Email:

### Schroer Manufacturing Company

ORIGINATOR			BILLING ADDRESS	SHIP TO ADDRESS		
Salesperson: TIM HEMINGS			Name	\$1000 DOLLAR SEC. SEC. SEC. SEC. SEC. SEC. SEC. SEC.		
Email:			020373	Name: 628373		
Cell #:	THOTHWISHOK LINE.COM		ELDORADO CO. ANIMAL CONTROL	PUBLIC HEALTH DEPAR	IMENI	
	909-496-0251 By:		1120 SHAKORI DRIVE ANIMAL SERVICES			
Entered By: Tim Hemmings - Sales Terms: NET 30			SOUTH LAKE TAHOE CA 96150	1120 SHAKORI DR		
Terms.	NET 30		96150	SOUTH LAKE TAHOE CA	96150-5129	
	FREIGHT CHARGE	Q.	ADDITIONAL	CONTACTS		
Trucklo			ADDITIONAL CONTACTS  Name: Joe Avalos  Name: Joe Avalos			
Prepaid			Phone: 530-573-7940	Phone: 530-573-7940		
Prepaid		d 📈	There's 350 375 770	Thener say says		
Cust. Pi						
	CALL BEFORE:		ORDERS OVER \$5,000 REQUIRE SIGNED ACK	NOWLEDGEMENT & DEPOSIT	T/PRE-PAYMENT	
Shipping	g: x Liftgate Truck	□ \$75				
Delivery		\$125	SALES TAX WILL BE COLLECTED IF APPLICABLE		N QUOTES	
Extra La	bor to Unload:		PRICES GUARANTEED 30 DA	YS FROM DATE OF QUOTE		
White G	_		ESTIMATED LEAD TIME WILL BE PRO	OVIDED AFTER FINAL A	CCEPTANCE	
LINE#	PART NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL	
1	973.7172.PVC.001	37.00	PNL,SS,71X72,GRILL,46 ISO,.25	926.00	34262.00	
			SLP,PVC,GENERIC PVC			
4	963.7172.PVC.007	6.00	PNL,GLV,71X72,FISO,.25 SLP,PVC	977.00	5862.00	
			GENERIC PVC			
			**ADD TRANSFER DOOR			
7	964.4074.PVC.003	6.00	BACK PNL,VS,GLV,40.68X73.5,PVC	811.00	4866.00	
			,SPECIFY PVC			
10	964.4674.PVC.003	14.00	BACK PNL,VS,GLV,46.68X74,PVC,	825.00	11550.00	
			SPECIFY PVC			
13	972.4272.GATE.001	12.00	GATE,SS,SGL,42X72,GRL,WFS,LSLH	668.00	8016.00	
16	972.4872.GATE.001	26.00	GATE,SS,SGL,48X72,GRL,WFS,LSLH	699.00	18174.00	
19	965.4069.TP.001	12.00	TOP MESH,GLV,40X69,SGL,TAB	283.00	3396.00	
22	965.4669.TP.001	26.00	TOP MESH,GLV,46X69,SGL,TAB	290.00	7540.00	
			Continued Next Page			
		Impor	tant:	Sub Total	101433.00	
• All	quotes are subject to a	acceptance by	Shor-Line.			
• Qu	iotes mav not be cance	elled, changed.	, or re-scheduled without written consent.	Equipment Total	101433.00	
			om quotes/orders cannot be cancelled	Calco Tay Date		
after signoff.			1	Sales Tax Rate	7.25%	
		s are estimates	s and Shor-Line is not responsible for any			
delays in delivery.				Sales Tax Amount	7353.93	
	-	for all shipping	, freight/handling, and delivery charges	Shipping & Handling		
			ered unless otherwise specified in writing.		5400.00	
	AND A STATE OF THE					
Shor-Line's catalog or at www.shor-line.com/customer-service/billing-terms/terms-						
	d-conditions/			Grand Total	114186.93	

The information contained in this document is intended for the sole confidential use of the designated recipients and may contain confidential and proprietary information.

Customer Signature: \_

Date: \_\_\_\_\_

QUOTE: 122847



DATE: 8/15/22

### Schroer Manufacturing Company

	SALESPERSON	CUSTOMER		
Name:	TIM HEMINGS	Name: ELDORADO CO. ANIMAL CONTROL		
PAGE 2 - ADDITIONAL INFORMATION				

LINE#	PART NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL
25	941.4212.FULLT.001	6.00	T-COVER WELD, FULL 40.5X12,SS	170.00	1020.00
28	941.4812.FULLT.001	13.00	T-COVER WELD, FULL 46.5X12,SS	175.00	2275.00
31	931.7200.01	4.00	KING POST,1X1X72LG,STD,SS	54.00	216.00
	041.0018.07 731.0000.06	38.00 38.00	T-Kennel Stainless Steel Feed Tray CAM LOCK ASSY,FEED TRAY	43.00 23.00	1634.00 874.00
37	041.0017.37	19.00	Kennel Gear Stainless Steel Bowl Kit,	92.00	1748.00
			Double 2 quart Bowl		
	NOTES:				
	Lt. Joe Avalos				
	530-573-7940				
	C/B Delivery				
	joseph.avalos@e	acgov.us			
	Lt. Joe Avalos				
	530-573-7940 joseph.avalos@e	dagor ua			
	Joseph.avaroswe	acgov.us			
				Initial:	

QUOTE:

122847

## SHOR-LINE SINCE 1927

DATE:

8/15/22

### Schroer Manufacturing Company

	SALESPERSON	CUSTOMER		
Name:	TIM HEMINGS	Name: ELDORADO CO. ANIMAL CONTROL		

PAGE 3 - COMMENTS

This Quote is provided solely for Customers' convenience and does not constitute an offer to contract or an order. Likewise, Shor-Line's website, price lists, catalogue and related materials are for informational purposes only and do not constitute an offer to sell or contract.

This Quote is only for the products listed and will remain effective for 30 days from the date hereof. Any other products, materials and services are specifically excluded. All prices in this Quote are F.O.B. Shor-Line's factory and unless otherwise specified are exclusive of freight, duty, installation, delivery charges and any city, state, local or federal tax. Customer would be responsible for any such taxes although sales tax will be collected at the point of sale on shipments to the following states: California, Florida, Georgia, Illinois, Indiana, Kansas, Massachusetts, Missouri, Nevada, New York, Texas, Utah, and Washington.

Customer may submit an order for the goods described in the Quote, but in doing so shall have agreed to purchase the goods in accordance with Shor-Line's TERMS AND CONDITIONS, which can be found at <a href="https://www.shor-line.com/customer-service/billing-terms/terms-and-conditions/">www.shor-line.com/customer-service/billing-terms/terms-and-conditions/</a>. Any such order shall be subject to and effective only upon acceptance and approval at Shor-Line's offices in Kansas City, Kansas as evidenced by Shor-Line's issuance of an Order Acknowledgment or Invoice. The acceptance of all orders and related payment terms require approval by Shor-Line's Credit Department.

Processing of a Customer's order and the manufacture of products will not begin until all signed documents are provided, applicable approvals are obtained, and deposits are received. Additional documentation bearing the Customer's signature will be required for all run products and special or custom products including: (1) Order Acknowledgement, (2) Letter of Approval, and (3) Drawings and /or Blueprints. Once a quote is accepted, it will be converted to an order and approved by Shor-Line, any changes requested by the Customer will require a written Change Order and may result in additional charges and delayed delivery. Cancellation of orders will not be accepted once manufacture of products has begun.

Once an order is accepted and approved by Shor-Line, the anticipated time for completion of a Customer's order can be projected based on then quoted lead times. However, such dates are nonbinding estimates and time shall not be of the essence. Custom orders usually require at least 10-12 weeks for completion after all signed documents, deposits and approvals are obtained by Shor-Line. If shipment of an order is delayed by the Customer more than 2 weeks beyond the estimated completion/ship date, the Customer will be responsible for paying storage fees and 90% of the Customer's balance to Shor-Line.

All LTL shipments are tailgate delivered and Customer is responsible for unloading of the product unless other arrangements are agreed to by Shor-Line in writing. Additional charges will apply for offloading assistance. Customer pickups are subject to handling fees and local taxes. The customer is responsible for inspecting all product for external and concealed damage. The Customer and/or their contractor will be responsible for set up and installation including required fittings, fasteners or mounting materials. This would include complying with any and all state, local and federal plumbing and electrical requirements. Shor-Line can provide contact information for recommended third party installers. Shor-Line does not provide installation.

All products being returned for any reason or delivered for repair service (whether or not pursuant to Shor-Line's Limited Warranty) must receive advance authorization from Shor-Line. Customer must contact Shor-Line's Technical Service Department at 1-800-444-1579 to receive a return authorization. Custom orders cannot be returned. All products returned, except for warranty service pursuant to Shor-Line's Product Satisfaction Policy will be subject to a minimum 15% restocking charge. Customer must return products in original condition. Customer will be responsible for all returning freight charges. Customer must report any damaged (external and or concealed) products on the Bill of Lading and notify Shor-Line of the damage.

Payment Options: Standard payment terms without approved credit are 1) 50% non-refundable deposit due at the time of order acceptance and 50% prior to shipping. 2) 2% cash discount if payment is received in full within 10 days (check, transfer or money orders only and discount does not apply to freight, taxes or installation). Terms available with approved credit are: 1) 25% down payment at the acceptance of your order and the balance is due Net 30 Days; 2) 3-3-3 Plan, 1/3 is due at acceptance of the order, 1/3 is due Net 30 Days and the balance is due Net 60 Days; or 3) Credit Card payments are acceptable excluding option #2 (Visa, MasterCard and Discover). Provide your payment option at time of order.

Initial:			

