



REQUEST FOR TERM CONTRACT QUOTATION

TC 2024-022 Commendation Award Bars

Date: October 17, 2024

The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (“Sheriff”), is soliciting a quote for the services described in the following document for the purpose of entering a Term Contract for their procurement. If you intend to respond with a quote, please fill out and return this document along with a copy of your quote and all the exhibits, appendices, attachments, or amendments by e-mail to the Buyer named below by the date and time indicated. If you were notified of this Term Contract due to being on the Hillsborough County Sheriff’s Office (“HCSO”) approved supplier list, and are declining to provide a quote, please return the included **Statement of No Participation**.

RESPOND TO: Bryan Chandler, Buyer
bchandler@teamhcsso.com
Fax: (813) 242-1826

QUESTIONS & CLARIFICATIONS DEADLINE: November 29, 2024, by 5:00pm EST

ELECTRONIC RESPONSE DEADLINE: December 13, 2024, by 5:00pm EST

IN GENERAL: The HCSO is soliciting quotation(s) for qualified vendors for Commendation Award Bars (CABs) and Slide Bar Holders to be used throughout the Hillsborough County Sheriff’s Office.

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A. GENERAL TERMS AND CONDITIONS

1. Term Contract Definition: The total annual expense represented by this Request for Term Contract Quotation is estimated to be less than the \$100,000 threshold which would require a public bid process. However, a competitively awarded Term Contract provides advantages of price protection and ordering convenience for those services or products which have either high priority, frequent ordering, or multiple quote requirements. The Awarded Supplier will be asked to lock in their rates for a minimum of a single three (3) year period, assuring the HCSO a competitive price or guaranteed schedule under a short-term contract.
2. General Description of Procurement Need/Scope of Work: The HCSO is seeking a qualified Supplier or Supplier(s) to provide Commendation Award Bars (CABs) and Slide Bar Holders to be used throughout the Hillsborough County Sheriff's Office. Inventory quantities of these items will be maintained, and orders will be placed on an as-needed basis. Any reference to "Work" throughout this Solicitation is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to *Specifications, Part B*.
3. Supplier Qualifications: Suppliers may be required to furnish written evidence that they maintain permanent places of business, are registered to do business in the State of Florida, have sufficient equipment, finances, and personnel to furnish the goods and/or services offered in a satisfactory and expeditious manner and are able to meet the terms and conditions as set forth herein. The HCSO reserves the right to inspect the Supplier's place(s) of business and equipment prior to award of any contract, for the purpose of making these determinations.

Supplier employees who will be working in HCSO facilities or on HCSO property may be required to undergo a background check at HCSO expense.

The Supplier Application, attached as **Appendix I**, must be returned with your Solicitation Response along with copies of all requested documents, regardless of Suppliers' applicant status. Referencing documentation HCSO may have on file will not be considered responsive to this requirement.

4. Conflict of Interest: The Supplier agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat., regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

5. Certificates of Insurance: Any Supplier who performs Work or provides a service on HCSO property must provide, prior to commencement of the Work, current Certificates of Insurance for General Liability and Workers Compensation.

The Supplier understands and agrees that the HCSO does not waive its immunity, and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

The Supplier understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Supplier's obligation to provide and maintain the insurance coverage specified. All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within thirty (30) calendar days of cancellation, non-renewal, or change in the insurance coverage.

- General Liability Insurance in the minimum amount of \$300,000 per occurrence, as per State of Florida certification requirements.
 - Worker's Compensation Insurance is to be maintained during the life of this Contract for all employees connected with the Work and in full compliance with the Florida Worker's Compensation Statute Chapter 440. Equipment is not protected under the Worker's Compensation statute. The Awarded Supplier shall provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.
6. Prices: All quotes submitted must show the net price after all discounts allowable have been deducted. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier.

The Supplier's attention is directed to the laws of the State of Florida, including but not limited to Chapter 212, *Florida Statutes*, which applies to all transactions resulting from this TC. All applicable taxes and fees will be deemed to have been included in the *Request for Quote Response Part C* as part of the materials cost, when applicable.

7. Brand Names: Manufacturer name, trade name, and brand name information and/or catalog numbers used herein are for purposes of description and reference, and for establishing general quality levels. Such references are not intended to be restrictive and items from any manufacturer may be offered if they are deemed by the HCSO to be equivalent. The determination as to whether an alternate product or service is or is not equivalent shall be made exclusively by the HCSO and such determination shall be final and binding upon all.
8. Substitution: Substitutions will not be accepted. The items specified have been approved, and we require that all submissions strictly adhere to the specifications.
9. Warranties/Guarantees: Unless otherwise agreed, all product(s) provided will be new and of first-class condition or first quality.

All materials or equipment shall be guaranteed to be free of defect for a period of at least six (6) months from the date of acceptance. Any materials or equipment found with defect will be rejected and returned to the Supplier at their expense for immediate replacement. Replacements shall be finalized within two (2) weeks of reporting the defect. The Supplier agrees that it shall observe and

obey all the laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services and will warrant all Work completed to be in direct compliance.

10. Communication Between Parties: All questions regarding this TC are to be directed in writing to the Buyer, Bryan Chandler, at Bchandler@TeamHCSO.com, or by fax at (813) 242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee regarding this TC prior to the Award Date.
11. Electronic Signatures: HCSO recognizes the legal validity and efficiency of electronic signatures and authorizes their use for conducting business transactions, entering into agreements, and endorsing electronic documents. Electronic signatures are deemed equivalent to traditional handwritten signatures, provided they comply with applicable laws and regulations.
12. Award: Award shall be made to the most Responsive and Responsible Supplier meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Award may be made to more than one (1) Supplier to ensure that work is completed in a timely manner.

If the HCSO awards the entire TC, or line items, to more than one (1) Supplier then orders will be placed as needed. The determination of which awarded vendor the HCSO will place order with will be decided by price, lead times and other operational needs at the time of the order.

Quotes and Suppliers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Term Contract prices and Supplier rankings, if applicable, will be published at the time of Award.

Notification of Award will be sent to the Suppliers receiving the Award. TC results will be published on the HCSO website at <https://TeamHCSO.com/Purchasing>.

13. Contract Period and Renewal: The Contract shall be effective for a single three (3) year period from the date of award with optional renewals for up to two (2) additional two (2) year periods. The Term of this contract and each renewal thereof shall automatically be renewed for successive periods of two (2) years each, unless either the HCSO or the supplier shall give notice of its intention not to renew no less than three (3) months before the end of the then-current Term.
14. Addition/Deletion: The HCSO reserves the right to add or delete any items or services from this TC or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the TC will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the change accompanied by the Supplier's written, fixed price quote for each change to be added. If approved by the CFO, the item or service description and price change will be added to the Contract and recorded on the original tabulation/price sheet. Purchase Orders and billing will be adjusted accordingly, pro-rated if necessary to the agreed start date.
15. Escalation/De-Escalation: The HCSO will allow an escalation/de-escalation provision in this solicitation. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded supplier(s) must notify the HCSO's Financial Services

Division of the price escalation/de-escalation request a minimum of 30, but no more than 60, calendar days prior to the end of each one (1) year period for which the solicitation was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the supplier and can be no more than the percentage of increase passed through to the vendor by the manufacturer. At the time of request, Supplier must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the solicitation proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators, or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

16. Emergency: If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this contract and procure the services or products from the most available source.
17. Default: The contract may be canceled or nullified by the CFO in whole, or in part, by written notice of default to the Supplier upon non-performance or violation of Contract terms. An award may be made to the next best responsive Quote and responsible Supplier based on evaluation, or articles specified may be purchased on the open market. Failure of the Supplier to deliver products within the time stipulated in this TC, unless extended in writing by the Financial Services Division, shall constitute default. Suppliers who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.
18. Cancellation: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this TC may be canceled by the following means:
 - a) 10 calendar days' written notice with cause, or
 - b) 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date or receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

19. Invoicing and Payment: The Supplier shall invoice the HCSO for Work completed and/or items delivered. All invoices must have a unique invoice number and shall include the HCSO Purchase Order (PO) number unless payment is to be made by Purchasing Card (VISA). Invoices and summary billing shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US.

At a minimum all invoices for items/materials delivered shall include:

- Ship-to location
- Items shipped including quantity and stock numbers.
- For items priced using a percentage factor, the invoice must include the base price, the percentage factor and the final price. Supporting documentation for base prices must be readily available to the HCSO for review.

ACH and HCSO Purchasing Card (P-Card) are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.Tampa.FL.US.

Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the Supplier's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

20. Indemnification: The Awarded Supplier will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Supplier, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Supplier, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Supplier or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

21. E-Verify Requirement: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier, and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the

Awarded Supplier to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract, and may not be considered as such. If the Sheriff terminates a contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

22. Protests: Any prospective Supplier who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all term contracts must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award or notice of rejection to the HCSO Purchasing Section by registered mail or hand-delivered for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Supplier or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the CFO.

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Supplier in writing. This decision of the CFO and the basis upon which it was made will be communicated to the Supplier within five (5) business days following the receipt of the recommendation from the Purchasing Section.


23. Governmental Purchasing Councils: All responses received shall be considered as submittal packages to all members of the Hillsborough County and Tampa Bay Area Purchasing Cooperative. Said members may, at their discretion, utilize this RFQ as required.
24. Supplier Diversity: The HCSO shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to the Americans with Disabilities Act (ADA). To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified vendors to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) vendors in the area while also expanding the overall participation rate for DM/DWBE and SBE vendors, and overall providing greater opportunities to disadvantaged businesses.
25. Exceptions to Term Contract: All submittals must clearly state with specific detail all deviations to the requirements imposed upon the Supplier by the TC Package. Such deviations should be stated in PART C, *REQUEST FOR SOLICITATION RESPONSE*, paragraph 1, *Exceptions*. Suppliers who make any exceptions to the terms and conditions of this quotation may be subject to rejection. Suppliers requesting clarification should contact the Buyer listed above.
26. TC Errors: When errors are found in the extension of Quoted prices, the unit price will govern. Quotes having erasures or corrections must be initialed in ink by the Supplier.

27. Public Entity Crimes: Pursuant to §§287.132-.133, Florida Statutes, the HCSO, as a public entity, may not accept any Bid, Proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f), Florida Statute. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Florida Statutes, does not restrict your submission.
28. Public Records: Any material submitted in response to this RFQ will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Supplier agrees to comply with §119.0701, *Fla. Stat.* regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

If the Supplier has questions regarding the application of Chapter 119, Florida Statutes, to the Supplier's duty to provide public records relating to this Contract, contact the custodian of public records via rec_request@hcsotampa.fl.us, (813) 247-0960, or at Records Section – Freddie Solomon Annex, 1900 East 9th Avenue, Tampa Florida 33605.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By: _____


William V. Spinelli, CPA
Chief Financial Officer

B. SPECIFICATIONS

1. In General: The HCSO is soliciting the procurement of Commendation Award Bars(CABs) and Slide Bar Holders. Inventory quantities of these items will be maintained, and orders will be placed on an as-needed basis. The minimum requirements are listed below.
2. Estimated Usage: The anticipated annual expense is approximately \$51,526.00

Please see Appendix II – Pricing Matrix for specifications of award items, separated by finish, including colors and or standards (photos included in Appendix II courtesy of Blackington and Smith Warren)

CABs Measurement Specifications:

- Width – 1.375”
- Height – 0.375”

Slide Bar Holders Specifications:

- For Industry Standard Bars 1.375” x 0.375”
- With Clutch Back Fasteners

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C. REQUEST FOR SOLICITATION RESPONSE

Provide a response to the following pages. If not applicable, input N/A. The Suppliers attention is directed to the fact some pages may require signature, or further direction. Any Response missing requested attachment(s), Appendix(cies), or Exhibits, completed in full, may be rejected without further consideration.

- 1. Exceptions: The following represents every deviation (itemized by Location listed herein) to the foregoing General Terms and Conditions (Part A) and Specifications (Part B) upon which this RFQ is based, to wit (additional pages may be submitted). Please mark N/A if not applicable:

Pricing Matrix: Please complete APPENDIX II – *PRICING MATRIX*, a Microsoft Excel file, and include the following:

- a. Item Number.
- b. Quantities:
 - i. Minimum Order Quantity.
 - ii. Per Case Quantity.
- c. DELIVERY ARO: Estimated delivery time shall be defined as the total number of business days for delivery after receipt of order.
- d. Net Unit Prices (per PART A, Paragraph 6 Prices).

The HCSO prefers that solicitations be submitted electronically. Electronic solicitations may be submitted through a secure mailbox at DemandStar www.demandstar.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their solicitations reaches DemandStar before the closing date and time.

- (a) There is no cost to the supplier to submit HCSO's electronic solicitations via DemandStar.
- (b) Electronic solicitations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.

If the supplier chooses to submit the solicitation directly to the HCSO in writing: The solicitation must be signed in ink, sealed in a properly addressed envelope, and delivered to the Sheriff's Operation Center 2008 East Eighth Avenue Tampa, Florida 33605 by the "Due Date and Time.

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STATEMENT OF ACCEPTANCE

The undersigned understands that this Solicitation Response must have an e-signature or must be signed in ink and that an **unsigned** Solicitation Response will be considered incomplete and subject to rejection by the HCSO.

The undersigned must be an officer of the company, or a designated agent empowered to bind the company in contract.

The undersigned has carefully examined the Term Contract requirements and all conditions affecting the cost of the product/service required by the HCSO. At this present time, we understand all requirements and warrant compliance with all the stipulations included in the Term Contract.

We propose to furnish the products at the prices stated herein and further confirm that all costs regarding these products are indicated herein. If awarded the contract, we agree to complete services within the time stated, such time commencing from the notice to proceed.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cellular: _____ Fax: _____

E-Mail: _____

Signature of Officer: _____ Date: _____

Describe the preferred method of contact for questions regarding this Solicitation Response, below:

Solicitation POC:

Upon completion, return this entire document to the Buyer listed herein, or FAX to (813) 242-1826 prior to the deadline listed.

STATEMENT OF NO PARTICIPATION

If, for any reason, you are unable or unwilling to respond at this time, please complete the following and return by e-mail to the Buyer listed herein or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to TC 2024-022 for the following reason(s):

<u>SPECIFICATIONS</u>	<u>NATURE OF AWARD</u>
(Please provide explanations below)	
Specifications are too ‘tight’ (i.e., limited to one brand or manufacturer)	Insufficient time was provided for response
Unable to meet specifications	Product or an equivalent is not offered
Specifications are unclear	Other

We request to:

_____ remain on HCSO’s list for future solicitations in this service category.

_____ be removed from HCSO’s list for future solicitations in this service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cellular: _____ Fax: _____

E-Mail: _____

Signature of Officer: _____ Date: _____

TERM CONTRACT CHECKLIST

To ensure that the most responses can be considered, this checklist has been included to encourage maximum responsiveness. All responses deemed to be responsive from responsible parties will be considered for award.

Responsive submissions will have at a minimum, the below criteria met.

- Met Questions & Clarifications Deadline: November 29, 2024, by 5:00pm EST;
- Met Electronic Response Deadline: December 13, 2024, by 5:00pm EST;
- Appendix I – Supplier Application Packet;
- Appendix II Pricing Matrix Completed, or marked N/A;
- Exceptions Notated, or marked N/A;
- Statement of Acceptance completed and signed by officer of the company.

Responsible parties should meet, at a minimum, the below criteria.

- W9 provided in the supplier packet verifies with the IRS Tin Matching application;
- Supplier is not listed on the Florida Convicted or Suspended Vendor List;
- Supplier is not on the Federal Excluded Parties List;
- Supplier is registered to do business in the state of Florida.

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