



REQUEST FOR TERM CONTRACT QUOTATION

TC 2023-012 All Purpose Batteries

Date: March 1, 2023

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 (TC) 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 Buyers named below by the date and time indicated. If you were notified of this TC 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: Michael Wheeler, Buyer
mcwheeler@TeamHCSO.com
Phone: (813) 247-8948 Fax: (813) 242-1826

RESPOND BY: Tuesday, April 11, 2023, 3:00 p.m. EST

TARGET AWARD DATE: Monday, April 17, 2023

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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 (RFQ) is estimated to be less than the \$35,000 threshold which would require a public bid process. However, a competitively awarded TC 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 one (1) year, 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 to provide competitively priced, high-quality, All-Purpose Batteries used throughout the Sheriff's Office. Any reference to "Work" throughout this TC 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 and 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 TC Response along with copies of all requested documents. 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 new price after any and 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. 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.

9. Communication Between Parties: All questions regarding this TC are to be directed in writing to the Buyer, Michael Wheeler, at mcwheeler@TeamHCSO.com. No communication is allowed, either directly or indirectly, with any other HCSO employee regarding this TC prior to the Award Date.
10. Award: Contract award shall be made to the most responsive quote and responsible Supplier meeting the specifications, price, and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Suppliers have submitted the lowest and best quotes, preference may be given in the award in the following order: First, to the Supplier who has their principal place of business in Hillsborough County; second, to the Supplier who has a place of business in Hillsborough County; and third, if the Suppliers involved in the tie situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

11. Contract Period and Renewal: The Contract shall be effective for one (1) year from the date of award with optional renewals for up to three (3) additional one (1) year periods. The Term of this Contract and each renewal thereof shall automatically be renewed for successive periods of one (1) year each, unless either the HCSO or the Supplier shall give notice of his or its intention not to renew not less than three (3) months before the end of the then-current Term.
12. 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.
13. Escalation/De-Escalation: The HCSO will allow an escalation/de-escalation provision in this TC. 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 TC 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 TC 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.

14. 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.
15. 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.
16. Cancellation: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this RFQ 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 of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses is forwarded with the request for payment.

17. Invoicing and Payment: The Supplier(s) may invoice the HCSO for item(s) orders as delivered. All invoices must have a unique invoice number and include the following: date of purchase, shipping locations, item description, item quantity shipped, item/stock number, unit price, and the HCSO Purchase Order number (unless payment is to be made by HCSO Purchasing Card). 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.

Invoices shall be e-mailed to: AccountsPayable@TeamHCSO.com.

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@TeamHCSO.com.

18. 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.

19. E-Verify Requirement: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier, and any 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.
20. Protests: Any prospective Supplier who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all TCs 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.

21. 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, as listed below. Said members may, at their discretion, utilize this TC as required.

Children's Board of Hillsborough County	Hillsborough County Board of County Commissioners
City of Belleair Beach	Hillsborough County Clerk of Courts
City of Clearwater	Hillsborough County School Board
City of Dunedin	Kenneth City
City of Gulfport	Manatee County Board of County Commissioners
City of Indian Rocks Beach	Pasco County Schools
City of Largo	Pinellas County Clerk of the Court
City of Oldsmar	Pinellas County Government
City of Pinellas Park	Pinellas County School Board
City of Plant City	Pinellas County Sheriff
City of Safety Harbor	Pinellas Suncoast Transit Authority
City of St. Pete Beach	Property Appraiser
City of St. Petersburg	St. Petersburg College
City of Tampa	State Attorney's Office
City of Tampa Housing Authority	Supervisor of Elections
City of Tarpon Springs	Tampa Airport
City of Temple Terrace	Tampa Bay Water
City of Treasure Island	Tampa Palms Community Development District
Clerk of the Circuit Court	Tampa Port Authority
Expressway Authority	Tampa Sports Authority
Hernando County	Tax Collector
Hillsborough Area Regional Transit Authority	Town of Indian Shores
Hillsborough Community College	
Hillsborough County Aviation Authority	

22. Supplier Diversity: Sheriff's Office 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 Purchasing Office submits every bid posting to the Office of Supplier Diversity (OSD). OSD then shares 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 overall providing greater opportunities to disadvantaged businesses.
23. Public Records: Any material submitted in response to this TC 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: HCSORecords@TeamHCSO.com.

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

By: _____



Fin / William Spinelli, CPA
Chief Financial Officer

B. SPECIFICATIONS

1. In General: The requirements include the provision of batteries for the HCSO.
2. Estimated Usage: The anticipated annual spend is approximately \$25,000.00, and items/services are ordered on an as needed basis. This is not guaranteed spend.

<u>Battery Type</u>	<u>Annual Usage</u>
123A Battery	1570
9V Battery	334
AA Battery	6538
AA Battery - Lithium	1054
AAA Battery	4220
C Battery	923
CR2032B Battery	448
D Battery	287
Strion Flashlight Battery	73

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C. REQUEST FOR QUOTE RESPONSE

Provide a response to the following pages. If not applicable, input N/A. The Supplier's 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 TC is based, to wit (additional pages may be submitted):

2. Pricing Matrix: Review the included Specifications and complete the following on the next page:
 - Your Company Contact Information.
 - Your Price for items listed below

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Pricing Matrix

Please complete the green highlighted sections.



**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**

No substitutions to the specifications will be accepted.

[Company Name]
[Address 1]
[Address 2]
[Phone]

[Point of Contact]
[\[E-Mail\]](#)
[\[Phone\]](#)

Item	Description	Price
00018	AA	\$
00474	AA Lithium	\$
00019	AAA	\$
00020	C	\$
00021	D	\$
00025	9V Snap Top	\$
00023	CR2032B	\$
00022	123A Panasonic – CR123 mAh: 1400	\$
00602	Streamlight – Strion Battery Part No. 74175	\$

STATEMENT OF ACCEPTANCE

The undersigned understands that this TC Response **must be signed in ink** and that the **unsigned** TC 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 TC 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 TC.

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 TC Response, below:

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 2023-012 All Purpose Batteries for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

(Please provide explanations below)

- Specifications are too ‘tight’ (i.e., limited to one brand or manufacturer)
- Unable to meet specifications
- Specifications are unclear

- Insufficient time was provided for response
- Product or an equivalent is not offered
- 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: _____

Appendix I – Supplier Application Packet

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