



REQUEST FOR TERM CONTRACT QUOTATION
#TC 2022-003 PORTABLE SANITATION RENTAL AND SERVICE

Date: March 3, 2022

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 PART C, along with a copy of your quote and all the appendices by e-mail or fax to the Buyer named below by the date and time indicated. If you were notified of this RFQ due to being on the HCSO’s approved vendor list, and are declining to provide a quote, please return the STATEMENT OF NO QUOTE on page 12 of this document.

RESPOND TO: Robert Flamand, Buyer
RFlamand@TeamHCSO.com
 Phone: (813) 247-8068 Fax: (813) 242-1826

RESPOND BY: **March 18, 2022**

A. GENERAL TERMS AND CONDITIONS

1. Term Contract Definition: The total annual expense represented by this Request for Quote (RFQ) is estimated to be less than the \$35,000 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 Vendor 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 Vendor to provide for the rental (including delivery and set up) and scheduled pump out and cleaning service of standard and ADA portable toilets.

Any reference to the “Work” throughout this RFQ 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. Vendor Qualifications: Vendors 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 Vendor's place(s) of business and equipment prior to award of any contract, for the purpose of making these determinations. Vendor employees who will be working in HCSO facilities or on HCSO property may be required to undergo a background check at HCSO expense.

The completed Vendor Packet, attached as APPENDIX I, must be returned with your RFQ Response along with copies of all requested documents.

4. When to make delivery: Deliveries or services resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.

All service drivers arriving at the WCHPTS Range must check in with the Admin Building prior to entry. Failure to do so may result in payment being refused as we will have no record of services being rendered.

All other rentals will have a designated HCSO point of contact to coordinate with for delivery, servicing and pickup. Failure to coordinate with the designated HCSO point of contact may result in payment being refused as we will have no record of services being rendered.

5. Certificates of Insurance: No Work shall commence in connection with this Contract until the Awarded Vendor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

- A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

- 1. Comprehensive General \$300,000 bodily injury and property damage combined single limit
- 2. Automobile \$300,000 bodily injury and property damage combined single limit.

C. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

- 1. \$500,000 per occurrence; and
- 2. \$1,000,000 aggregate.

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

- i. Bodily Injury \$300,000 per person per occurrence
- ii. Property Damage \$300,000 per occurrence
- iii. Automobile Liability \$300,000 combined single limit bodily injury and property damage
- iv. Garage Liability \$1,000,000 combined single limit each occurrence
- v. Garage Keepers Liability \$100,000 collision and comprehensive per Vehicle

6. Prices: All quotes submitted must show the net 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 Vendor.

The Vendor'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 RFQ.

All applicable taxes and fees shall be deemed to have been included in the Net Unit Price quotes in APPENDIX II – PRICING MATRIX as requested by REQUEST FOR QUOTE RESPONSE (PART C), Paragraph 2 Pricing Matrix.

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. Communication Between Parties: All questions in regard to this RFQ are to be directed in writing to the Buyer, Robert Flamand, at RFlamand@TeamHCSO.com, or by fax at (813) 242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFQ prior to the Award Date.
9. Conflict of Interest: The Vendor 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.

10. Award: Contract award shall be made to the most responsive Quote and responsible Vendor offering 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 Vendors have submitted the lowest and best quotes, preference may be given in the award in the following order. First, to the Vendor who has their principal place of business in Hillsborough County; second, to the Vendor who has a place of business in Hillsborough County; and, third, if the Vendors 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. By written mutual consent between the HCSO and the Awarded Vendor, the contract may be extended on an annual basis for up to three (3) additional one (1) year periods.

Prior to each annual renewal date, the HCSO will inquire by written notice as to the Vendor's Intent to Renew. The Vendor's response will be forwarded to the appropriate Division Commander who will accept or decline the renewal terms. The HCSO'S Chief Financial Officer (CFO) will then acknowledge and extend or cancel the contract as determined.

12. Addition/Deletion: The HCSO reserves the right to add or delete any items or services from this RFQ or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the RFQ 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 Vendor'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 Contract. The escalation/de-escalation will be allowed provided the Vendor(s) notify the HCSO-Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Contract was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease and the applicable Contract Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
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 Vendor upon non-performance or violation of Contract terms. An award may be made to the next best responsive Quote and responsible Vendor based on evaluation, or articles specified may be purchased on the open market. Failure of the Vendor to deliver products within the time stipulated in this RFQ, unless extended in writing by the Financial Services Division, shall constitute default. Vendors who default on contracts may be removed from the HCSO Vendor 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 are forwarded with the request for payment.
17. Invoicing and Payment: The Vendor(s) may invoice the HCSO for item(s) orders as delivered. All invoices must have a unique invoice number and include: 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 Vendor'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.

17. Exceptions: All submittals must clearly state with specific detail all deviations to the requirements imposed upon the Vendor by the GENERAL TERMS AND CONDITIONS (PART A) and SPECIFICATIONS (PART B). Such deviations should be stated in the REQUEST FOR QUOTE RESPONSE (PART C) or appended thereto. Vendors who make any exceptions to the terms and conditions of this quotation may be subject to rejection. Vendors requesting clarification should contact the Buyer listed above.
18. Protests: Any prospective Vendor 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 Vendor 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 Vendor in writing. This decision of the CFO and the basis upon which it was made will be communicated to the Vendor within five (5) business days following the receipt of the recommendation from the Purchasing Section.

19. Indemnification: The Awarded Bidder 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 Bidder, 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 Bidder, 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 Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

20. E-Verify Requirement: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Bidder, 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 Bidder enters into a contract with a subcontractor, the subcontractor must provide the Awarded Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Bidder shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Bidder 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 Bidder otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Bidder and order the Awarded Bidder 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 Bidder as provided above, the Awarded Bidder may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Bidder is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

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21. Governmental Purchasing Councils: All Quotes received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Bid as required.

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

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22. 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 Vendor 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 Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Contract, contact the custodian of public records via : HCSORecords@TeamHCSO.com.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By: 

Fin Christina R. Porter, CPA
Chief Financial Officer

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B. SPECIFICATIONS AND SCOPE OF WORK

The HCSO is seeking a qualified Vendor to provide for the rental (including delivery and set up) and scheduled pump out and cleaning service of standard and ADA portable toilets. We currently have five (5) standard monthly units placed at one (1) location as identified in APPENDIX III. The five (5) units are serviced once weekly. We also have occasion to rent portable toilets and hand washing stations for short term special events or special projects as needed.

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom, or in an area immediately adjacent to the portable restroom, must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. **In order to ensure compliance, each portable restroom provided shall have either an internal hand washing station or a hand sanitizer dispenser.**

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C. REQUEST FOR QUOTE RESPONSE

1. Exceptions: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A) and SPECIFICATIONS AND SCOPE OF WORK (PART B) upon which this RFQ is based, to wit. Additional pages may be submitted, if necessary.

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

- a. Standard or ADA Unit Monthly Fee w/ Twice Weekly Service.
- b. Standard or ADA Unit Monthly Fee w/ Once Weekly Service.
- c. Delivery / Pick up Fee for Standard or ADA Monthly Unit if not included in Monthly Rental Fee (Items a & b).
- d. Standard or ADA Unit Weekly Fee w/ Twice Weekly Service including delivery and pick up.
- e. Standard or ADA Unit Weekly Fee w/ Once Weekly Service including delivery and pick up.
- f. Self-Contained 4 Person Portable Hand Washing Station Monthly Fee including delivery and pick up.
- g. Self-Contained 4 Person Portable Hand Washing Station Weekly Fee including delivery and pick up.
- h. Additional Pump Out Service Request

Submit a printed copy with the RFQ Response and send the file to the Buyer, Robert Flamand, via e-mail at RFlamand@TeamHCSO.com. The Subject Line should read: “TC2022-003 APPENDIX II – [your company name]”

3. Vendor Order Instructions: Describe the preferred method of contact to request order. (Print the information below.):

Contact Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Cellular: (____) _____ Fax: (____) _____

E-Mail: _____

Company Web Address: _____

ACCEPTANCE

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

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 Quotation Response, below:

STATEMENT OF NO QUOTE

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to RFlamand@TeamHCSO.com 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 2022-003 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)

_____ 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: _____

RFQ CHECKLIST**Company Name:** _____**Include this checklist with your Quote response:**

- Completed PART C including Exceptions, Vendor Order Instructions and Acceptance signature page.
- APPENDIX I – Completed *Vendor Packet* to include completed Vendor Application, W9, Direct Deposit and all requested documents
- APPENDIX II – PRICING MATRIX