



REQUEST FOR TERM CONTRACT QUOTATION – For Provision of a Service
#TC 4-20 Window Tint

07/21/2020

The Hillsborough County Sheriff's Office (HCSO) 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 care to respond, please submit your quote by email or fax to the Buyer named below by the date and time indicated. If you decline to respond, please return the Statement of No Quote on page 11 of this document.

RESPOND TO: Heather Brewer, Buyer
Hbrewer@HCSO.Tampa.FL.US
Phone: 813-247-0024
Fax: 813-242-1851

RESPOND BY: 08/04/2020 @ 3:00 PM

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 \$25,000 threshold which would require a public bid process. However, a competitively awarded Term Contract provides the advantages of price protection and ordering convenience of 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.

2. General Description of Procurement Need/Scope of Work

The HCSO is seeking a qualified Vendor to provide the installation of Llumar[®] ATR Series window tint on HCSO vehicles to include but not limited to Dodge[®] Chargers, Chevy[®] Malibus, Dodge[®] Ram trucks, Ford[®] F-150 trucks, Chevy[®] Tahoes, Ford[®] Explorers, Chevy[®] Express vans and Ford[®] E350 vans. The darkness of the tint will vary based on the vehicle type and use. The Awarded Vendor shall supply all materials and equipment required for the installation of window tint on sedans, SUVs, trucks, and vans. New window tint installation shall include windshield strip, side

front and rear windows, and back windows. Individual window tint pricing shall be provided in the event of window replacement or repairs.

Any reference to the “Work” throughout this RFQ is defined to be inclusive of the Scope of Work and any related performance detailed herein.

3. Service Locations

Services are to be performed at the following facility location:

Fleet Maintenance Section
2210 N. Falkenburg Road
Tampa, FL 33619

4. Vendor Qualifications

Vendors shall employ only qualified operators and employees who are skilled and licensed as required in the performance of the Work. Vendor employees who will be working in HCSO facilities or on HCSO property may be required to undergo a background check at HCSO expense.

Vendors may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously. The HCSO reserves the right to inspect the Vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

The Vendor Packet attached as Appendix I must be returned with your RFQ Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business.

5. 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 of them, 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.

6. Certificates of Insurance

Any vendor 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. Certain services provided at the Vendor's place of business may also call for insurance, such as garage keeper's coverage.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within 30 calendar days of cancelation, non-renewal, or change in the insurance coverage.

- a) General Liability Insurance in the minimum amount of \$100,000 per person and \$300,000 per occurrence, as per State of Florida certification requirements.
- b) 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 vendor shall provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.

7. 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 and **that all applicable taxes and fees shall be deemed to have been included in the Request for Quote Response (Part B) as part of the materials cost, when applicable.**

8. Brand Names

Manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. The HCSO will not allow substitutions to the brand of the window tint requested.

9. Warranties/Guarantees

The Awarded Vendor will guarantee material to be free from defect of composition, conception and workmanship for a minimum of six (6) months. All replacement parts will be new and of first class condition or quality and accompanied by a manufacturer's warranty, unless otherwise agreed.

10. Communication Between Parties

All questions in regard to this RFQ are to be directed, in writing, to the Buyer: Heather Brewer, at Hbrewer@HCSO.Tampa.FL.US or by fax at 813-242-1851. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFQ prior to the Award Date.

11. Award

Contract award shall be made to the responsible Vendor and responsive Quote offering the lowest price for an acceptable product or service. Award shall be on an all or nothing basis.

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.

12. 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 Chief Financial Officer (CFO) will then acknowledge and extend or cancel the contract as determined.

13. Add/Delete

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.

14. Escalation/De-Escalation

The HCSO will consider escalation/de-escalation of pricing at the renewal period only. The "Intent to Renew" form indicating the price increase must be accompanied by a detailed revised quote and documented proof of the manufacturer's increase, if applicable, or other justification for cost increase. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein or cancelation of the contract.

15. 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.

16. Default

The contract may be canceled by the CFO in whole, or in part, by written notice of default to the Vendor upon non-performance or violation of award terms. An award may be made to the next responsive and responsible bidder, or articles specified may be purchased on the open market.

Failure of the Vendor to deliver materials or services within the time stipulated, unless extended in writing by the CFO shall constitute default.

17. Cancellation

When deemed to be in the best interest of the HCSO, any award(s) resulting from this request 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. An award may be made to the next responsive and responsible bidder, or articles specified may be purchased on the open market

18. Invoicing and Payment

Vendors may invoice the HCSO for products delivered or services completed. All invoices must have a unique invoice number and include: date of service, installation location, description and quantity of items shipped, stock number, unit price, and include the HCSO Purchase Order number unless payment is to be made by Purchasing Card. Invoices shall be received by Accounts Payable within 72 hours of completion of work. Payment shall be made in accordance with §215.422, Fla. Stat. 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.

Estimates shall be emailed to:

Fleet@HCSO.Tampa.FL.US

Invoices and Summary billing shall be emailed to:

AccountsPayable@HCSO.Tampa.FL.US

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

19. Indemnification

The Vendor 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 therefrom and (b) is cause in whole, or in part, by the act or omission of the Awarded Vendor, any sub-contractor, 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 Vendor, any sub-contractor, 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 vendor or any sub-contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

20. 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 may submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award 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 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.

21. 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 at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at HCSORecords@HCSO.Tampa.FL.US

22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Christina R. Porter, CPA
Chief Financial Officer

B. REQUEST FOR QUOTE RESPONSE

Please provide a response in all sections of paragraphs 1-3 and Acceptance. If not applicable, input N/A.

1. Exceptions: The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A) upon which this RFQ is based, to wit (Additional pages may be submitted):

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2. Pricing

All vehicles shall receive Llumar® ATR Series window tint. The darkness of the tint will vary based on the vehicle type and use. New window tint installation shall include windshield strip, side front and rear windows, and back windows.

ITEM	DESCRIPTION	UNIT PRICE
A.1.	Sedan New Installation ex. Chevy® Malibu, Dodge® Charger	\$ each
A.2.	Sedan Windshield Strip	\$ each
A.3.	Sedan Front Side Window	\$ each
A.4.	Sedan Rear Side Window	\$ each
A.5.	Sedan Back Window	\$ each
B.1.	Truck New Installation ex. Dodge® Ram, Ford® F-150	\$ each
B.2.	Truck Windshield Strip	\$ each
B.3.	Truck Front Side Window	\$ each
B.4.	Truck Rear Side Window	\$ each
B.5.	Truck Back Window	\$ each
C.1.	SUV New Installation ex. Chevy® Tahoe, Ford® Explorer	\$ each
C.2.	SUV Windshield Strip	\$ each
C.3.	SUV Front Side Window	\$ each
C.4.	SUV Rear Side Window	\$ each
C.5.	SUV Back Window	\$ each
D.1.	Van New Installation ex. Chevy® Express, Ford® E-350	\$ each
D.2.	Van Windshield Strip	\$ each
D.3.	Van Front Side Window	\$ each
D.4.	Van Rear Side Window	\$ each
D.5.	Van Back Window	\$ each

Estimated response time after request of service: _____ day(s)

Estimated time for completion per vehicle: _____ day(s)

3. Vendor Order Instructions

Describe the preferred method of contact to request service. (Please print the information below)

Contact Name & Title: _____

Address: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

Website: _____

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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 Hillsborough County Sheriff's Office (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 product/service at the price stated above and further confirm that all costs regarding this product/service are indicated herein. We agree if awarded the contract, to complete services within the time stated, such time commencing from the notice to proceed.

Date: _____

Company Name: _____

Company Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

Signature of Company Officer: _____

Describe the preferred method of contact for questions regarding this Quotation Response.

UPON COMPLETION PLEASE RETURN THIS ENTIRE DOCUMENT TO HEATHER BREWER, BUYER, BY EMAIL TO Hbrewer@HCSO.Tampa.FL.US OR FAX TO 813-242-1851 BY 3:00 PM on AUGUST 4, 2020.

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 Email to Hbrewer@HCSO.Tampa.FL.US or by Fax 813-242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to TC 4-20 for the following reasons:

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Unable to meet specifications.

_____ Insufficient time to respond.

_____ We do not offer this product or an equivalent.

_____ Specifications unclear (explain below).

_____ Other (specify below)

_____ Please keep us on the list for future solicitations in this product or service category.

_____ Please remove us from this product or service category.

Date: _____

Company Name: _____

Company Officer Name: _____ Title: _____

Office #: _____ Email: _____

Signature of Company Officer: _____

REFERENCES

Provide a minimum of three (3) references with similar Scopes of Work.
Do not include Hillsborough County Sheriff's Office as one of your references.

1. Company _____

Service Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate agreement amount \$ _____

2. Company _____

Service Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate agreement amount \$ _____

3. Company _____

Service Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate agreement amount \$ _____