

REQUEST FOR TERM CONTRACT QUOTATION

RESPOND TO:

Stephanie Douglas, Buyer 2214 N. Falkenburg Rd. Tampa, Florida 33619 <u>sajack01@hcso.tampa.fl.us</u> Phone: (813) 247-0024 Fax: (813) 242-1851 **QUOTATION NUMBER: TC 3-17**

TITLE: Vehicle Decal Material DATE: March 1, 2017

RESPOND BY: March 15, 2017 @ 12:00 P.M. ET (Eastern Time)

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. Quotation Responses should be submitted via email or fax to the Buyer named above by the date and time indicated. If you decline to submit a Quotation Response, please return the Statement of No Quote on page seven (7) of this document.

A. <u>GENERAL TERMS AND CONDITIONS</u>

1. In General

This is a Request for Quotation (RFQ) intended to result in a Term Contract for the procurement of vehicle decal material for use on agency vehicles.

2. Scope of Work

The requirements of this RFQ include furnishing and delivering the commodities as specified in the Quotation Response (Part B). These items will be ordered on an as needed basis in quantities required to maintain set inventory levels at the HCSO Fleet Maintenance Section.

The items as specified herein are to be delivered to the location below:

Hillsborough County Sheriff's Office Fleet Maintenance Section 2210 N. Falkenburg Road Tampa, Florida 33619

3. Vendor Qualifications

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.

4. Award

Contract award shall be made to the lowest responsible and responsive Vendor meeting specifications, price and other factors considered. Vendors are requested to submit a completed vendor application, IRS form W9 (attached), and a business tax receipt. 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 quote, preference may be given in the award in the following order. First, to the Vendor who has his/her 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 bid" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

5. Default

The Contract may be canceled or annulled by the HCSO 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 and responsible Vendor based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver materials or items within the time stipulated in this RFQ, unless extended in writing by the Financial Services Division, shall constitute Contract 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.

6. Cancelation

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. Ten (10) calendar days written notice with cause, or;
- b. Thirty (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 cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

7. Invoicing and Payment

The Vendor may invoice the HCSO for material(s)/items orders as shipped. All invoices must have a unique invoice number and show: shipping location, description and quantity of items shipped, stock number and unit price. Show the purchase order number on invoices unless payment is made by credit card. 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 forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be addressed to:	Hillsborough County Sheriff's Office
	Attention: Accounts Payable
	P.O. Box 3371

Tampa, FL 33601

Or email to accountspayable@hcso.tampa.fl.us

ACH and Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at <u>accountspayable@hcso.tampa.fl.us</u> or at 813-247-8276.

8. Warranties/Guarantees

All materials or equipment shall be guaranteed to be free of defect for a period of one (1) year from the date of acceptance. Any materials or equipment found with defect will be rejected and returned to the Vendor at their expense for immediate replacement. Replacements shall be finalized within two (2) weeks of reporting the defect. The Vendor 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. Substitution

The Vendor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancelation. All substitutes will be annotated as such on the shipping documents.

10. 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 will be executed in writing and approved by the Chief Financial Officer (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.

11. Emergency

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

12. Contract Period

The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to three (3) additional years.

13. Escalation/De-Escalation

The HCSO will allow an escalation/de-escalation provision in this Contract. The escalation/deescalation will be allowed provided the Vendor(s) notify the HCSO, Financial Services Division of the pending increase or decrease a minimum of thirty (30) 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. Exceptions

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 as listed above.

15. 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, provide 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 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.

16. Governmental Purchasing Councils

All quotes received shall be considered as quotes to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Contract.

Children's Board of Hillsborough County City of Plant City City of Tampa City of Tampa Housing Authority City of Temple Terrace Clerk of Circuit Court of Hillsborough County Hillsborough Community College Hillsborough County Aviation Authority Hillsborough County Property Appraiser Hillsborough County Purchasing Hillsborough County School Board Hillsborough County Supervisor of Elections Hillsborough County Tax Collector Hillsborough County Transit Authority State Attorney's Office Tampa Port Authority

Tampa Sports Authority

B. <u>QUOTATION RESPONSE</u>

The undersigned understands that this Quotation Response **must be signed** and that the **unsigned** Quotation Response will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO).

1. <u>Exceptions</u>: 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):



2. Pricing

The following items are manufactured by 3M. No substitutions will be accepted.

Line Item	Item Specification	Unit Price	
A.	680-10 Scotchlite Reflective Graphic Film - White 36 in x 50 yd roll	\$	/ea
B.	680-64 Scotchlite Reflective Graphic Film - Gold 36 in x 50 yd roll	\$	/ea
C.	680-75 Scotchlite Reflective Graphic Film - Blue 36 in x 50 yd roll	\$	/ea
D.	680-77 Scotchlite Reflective Graphic Film - Green 36 in x 50 yd roll	\$	/ea
E.	680-85 Scotchlite Reflective Graphic Film - Black 36 in x 50 yd roll	\$	/ea
F.	680CR-82 Scotchlite Removable Graphic Film w/Comply - Red 36 in x 50 yd roll	\$	/ea
G.	7725-12 Scotchcal ElectroCut Film - Black 36 in x 50 yd roll	\$	/ea
H.	7725-276 Scotchcal ElectroCut Film – Bottle Green 36 in x 50 yd roll	\$	/ea
I.	SCPS-2 Scotchcal Prespacing Tape 36 in x 100 yd roll	\$	/ea

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:			

ACCEPTANCE

The undersigned has carefully examined the Term Contract requirements and all conditions affecting the cost of the commodity/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 commodity/service at the price stated above and further confirm that all costs regarding this 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. (Please print the information below)

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Date:		
Company Name:		
Company Officer Name:		Title:
Address:		
Office #:	Mobile #:	Fax #:
Email:		
Signature:		

Describe the preferred method of contact for questions regarding this quotation submission.

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 <u>sajack01@hcso.tampa.fl.us</u> or by Fax 813-242-1854. Your choices or comments below will assist us in properly notifying you of future opportunities. (Please print the information below)

We, the undersigned, have declined to respond to TC 3-17 for Vehicle Decal Material 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 commodity or service category.
Date:
Company Name:
Company Officer Name: Title:
Office #: Email:
Signature: