



REQUEST FOR TERM CONTRACT QUOTATION
#TC 2021-001 Inmate Pillows

May 24, 2021

The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (“Sheriff”), is soliciting a quote for the items 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 e-mail 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 10 of this document.

The purpose of this term contract is for the procurement of Inmate Pillows for the Hillsborough County Sheriff’s Office (“HCSO”) detention facilities.

RESPOND TO: Donna Farnham, Buyer
DFarnham@TeamHCSO.com
 Phone: (813) 247-8948 Fax: (813) 242-1826

RESPOND BY: June 7, 2021 at 3:00 PM EST

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 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 qualified vendors for inmate pillows to be used throughout the Sheriff’s Office detention facilities. Inventory quantities of these items will be maintained and orders will be placed on an as-needed basis.

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.

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

4. 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.

5. Estimated Quantities, Freight, and Delivery: Estimated annual quantities, if provided, are furnished as a guide for preparing the quote and should not be construed as representing actual quantities to be purchased under this contract.

All shipments are to be F.O.B Destination. All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The Awarded Vendor will be responsible for missing or damaged items and will be responsible for making any and all claims against carriers.

Item(s) ordered shall be delivered within 30 calendar days After the Receipt of the Order (ARO). Failure to do so shall be considered default and the HCSO shall utilize its options as stated herein.

Any backordered items shall be delivered within 30 days of the original order. If the backorder cannot meet these requirements, then the ordering party is to be notified, in writing, thus providing the HCSO an opportunity to obtain the items and/or exercise its options as stated herein.

Deliveries resulting from this contract are to be made during the normal working hours of the HCSO. It is the Vendor's responsibility to confirm this information.

Items are to be delivered to: HCSO – Orient Road Supply Warehouse
1201 Orient Road
Tampa, Florida 33619

6. 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.

7. Warranties/Guarantees: Unless otherwise agreed, all items provided will be new and of first-class condition or first-quality.

All items shall be guaranteed to be free of defect for a minimum period of one (1) year from the date of acceptance. Any items found with defect will be rejected and returned to the Vendor at the Vendor's 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.

8. Communication Between Parties: All questions in regard to this RFQ are to be directed, in writing, to the Buyer, Donna Farnham, at DFarnham@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. 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 cancellation. All substitutes will be annotated as such on the shipping documents.
13. 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.
14. 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.
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 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.
17. 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 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.

18. 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 location, 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.

19. 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.
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 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.

21. 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.

22. **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 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.
23. **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: 
Christina R. Porter, CPA
Chief Financial Officer

B. SPECIFICATIONS AND SCOPE OF WORK

The purpose of this term contract is for the procurement of Inmate Pillows for the HCSO detention facilities.

The pillows required to meet the specifications of this RFQ will have the following attributes:

- Dimensions – 20”x26”
- Flame resistant
- 100% poly fill
- Vented vinyl cover
- No laundering – wipe clean

The items indicated in Appendix II – *PRICING MATRIX* will be ordered on an as-needed basis.

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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. Brief DESCRIPTION including brand name, manufacturer, etc.
 - b. Identifying ITEM NUMBER to order
 - c. QUANTITY:
 - i. Minimum Case Order
 - ii. Number of ITEMS Per Case
 - d. DELIVERY ARO: Estimated delivery time shall be defined as the total number of business days for delivery after receipt of order.
 - e. NET UNIT PRICE: (per PART A, Paragraph 4 Prices)
 - i. Price per Case
 - ii. Price per Each

Submit a printed copy with the RFQ Response and send the file to the Buyer, Donna Farnham, via e-mail at DFarnham@TeamHCSO.com.

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: _____

4. The Vendor Packet: Completed APPENDIX I must be returned with your RFQ Response along with copies of your Hillsborough County Business Tax Receipt or other local government license permitting you to conduct business.

SUBMISSION DEADLINE – 3:00PM EST June 7, 2021

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:

Upon completion, please return this entire document, any required or requested attachments and/or exhibits, to Donna Farnham, Buyer, at DFarnham@TeamHCSO.com or by fax at (813) 242-1826.

SUBMISSION DEADLINE – 3:00PM EST June 7, 2021

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 DFarnham@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 2021-001 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
- _____ be removed from

– HCSO’s list for future solicitations in this product or service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

E-Mail: _____

Signature of Officer: _____ Date: _____