

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – March 9, 2021

PROCUREMENT SOLICITATION

ITB # 20-034-B-NC Automotive & Truck Batteries

<input checked="" type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input type="checkbox"/> (SS) Sole Source		

REQUESTOR: Transportation Services

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Bid Assignment

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
From: Batteries by Fisher Inc.	N/A	Automotive & Truck Batteries
To: Continental Battery Company	N/A	
Total	N/A	

<input type="checkbox"/> Contract Renewal	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input checked="" type="checkbox"/> Bid Assignment	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Continental Battery Company acquired Batteries by Fisher Inc. and on May 1, 2020, changed the name to Continental Battery Company. Therefore, pending School Board approval, the above mentioned ITB that was awarded to Batteries by Fisher Inc. will be assigned to Continental Battery Company at the same pricing, terms, and conditions.

The standard bid assignment template has been used, which does not require legal review.

CONTRACT TERM:

The bid assignment shall be effective March 10, 2021 and continue until September 23, 2022 with an optional one (1) two (2) year renewal period.

RECOMMENDATION:

It is the recommendation of Robin Novelli, Chief Operating Officer and Dr. Michael Miller, Director of Transportation Services to approve the attached bid assignment agreement with Batteries by Fisher Inc., and Continental Battery Company.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



5/1/2020

Dear valued customer,

We are now in the process of phasing out the Batteries by Fisher/Finish Line Batteries name. As we do so, we ask that any invoice entered under the old supplier name/vendor number be paid under our new supplier name/vendor number.

“Old supplier” shall be defined as: Batteries by Fisher, Inc.-Tax ID # 59-1692472.

“New supplier” shall be defined as: Continental Battery Company- Tax ID # 75-0206760.

Our current W-9 is included with this letter.

Going forward, please update our remit to information to reflect the following:

Continental Battery Company

1124 Omohundro Ave.

Lakeland, FL 33805

Any payments paid prior to this update of remit information can still proceed as normal, we just ask that you update the information on file for future payments.

If you have any questions or concerns, please reach out to the contact information below. We greatly appreciate your cooperation during this transition and look forward to serving you with the same great service you have come to expect from our company.

Jessica Limper

Account Receivable Administrator

Continental Battery Company

Previously known as Batteries by Fisher/ Finish Line Batteries

jlimper@fisherbatt.com

863-686-2476



ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

BATTERIES BY FISHER INC.

And

CONTINENTAL BATTERY COMPANY

THIS ASSIGNMENT AGREEMENT ("Assignment") is made by and between Batteries By Fisher Inc. having its principal office located at P.O. Box 3758, Lakeland, FL 33802 (hereinafter referred to as the "Assignor") and Continental Battery Company, having its principal office located at 4919 Woodall Street, Dallas, Texas 75247 (hereinafter referred to as the "Assignee") and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "SBBC") as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 24th day of September, 2019, with said services competitively solicited under ITB 20-034-B-NC: Automotive & Truck Batteries;

WHEREAS, the Agreement has an expiration date of September 23, 2022, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter "Agreement", a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.
2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.
3. The Assignor agrees to remain jointly and severally liable for all work performed on behalf of SBBC on or prior to May 1, 2020.
4. Notwithstanding the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.
5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.
6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.
7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.
9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Assignment is hereby made effective this 10th day of March, 2021.

**BATTERIES BY FISHER INC.
ASSIGNOR**

By: [Signature]
Print: LEE Fisher
Title: VP

**CONTINENTAL BATTERY COMPANY
ASSIGNEE**

By: [Signature]
Print: Shane Jones
Title: Branch Manager

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this 10th day of March, 2021.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
Misty Belford, Chairman