



SOLICITATION

23-0605-ITB (REBID)

PROMOTIONAL AND NOVELTY ITEMS

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

THE MISSION OF PINELLAS COUNTY

"Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow."

ISSUE/RELEASE DATE: April 11, 2023

QUESTION SUBMISSION DEADLINE: April 20, 2023

PROPOSAL SUBMISSION DEADLINE: May 2, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

<https://procurement.opengov.com/portal/pinellasfl>

Pinellas County
SOLICITATION
Promotional and Novelty Items

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Attachments:

A - 23-0605-ITB Section F - BID SUMMARY

B - 23-0605-ITB Attachment A - PRODUCT HYPERLINK

C - 23-0605-ITB Attachment B - Catalog Page Instructions for Submittal

D - 23-0605-ITB - Attachment C - Item Listing with Images

1. NOTICE

SOLICITATION

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

ITB - Goods

23-0605-ITB (REBID)

Promotional and Novelty Items

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: None

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: procurement-support@opengov.com

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

2. INTRODUCTION

2.1. Summary

The purpose of this contract is to obtain established unit prices and discount rates for catalog related pricing for promotional items, which may be imprinted, or embroidered with logos/messages and ordered on an as needed basis during the contract period.

2.2. Background

This contract is replacing Contract No. 178-0007-B for Promotional Novelty Items.

2.3. Contact Information

Kimberly Meador

Procurement Analyst Lead

Email: klmeador@co.pinellas.fl.us

Phone: [\(727\) 464-3148](tel:(727)464-3148)

Department:

CONVENTION & VISITORS BUREAU

2.4. Timeline

Issue Date	April 11, 2023
Question Submission Deadline	April 20, 2023, 3:00pm
Proposal Submission Deadline	May 2, 2023, 3:00pm

3. INSTRUCTIONS & GENERAL CONDITIONS FOR SUBMITTALS

3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with “Contract”.
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer”.
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with “Pinellas County”.
- D. Submittal means a Respondent’s submissions in response to this solicitation, and may be used interchangeably with the terms “submission”, “bid”, “quote” or “proposal,” as applicable to the specific solicitation. For example, these terms should be interpreted to mean “bid” if this is an ITB, “quote” if this is an ITQ, and “proposal” if this is an RFP.

3.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
 - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
 - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - 3. Alternate submittals will not be considered unless authorized by the solicitation.
 - 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
 - 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
 - 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.

7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

B. SUBMITTAL METHOD & FORMAT

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
 - a. How do I convert my files to PDF format?
 - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
 - c. Should I scan everything and save as PDF?
 - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

D. INTEGRITY OF SOLICITATION DOCUMENTS

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

E. LATE SUBMISSION OR MODIFICATIONS

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
2. Modifications in writing received prior to the time set for the submittal will be accepted.

F. WITHDRAWAL OF SUBMITTAL

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

H. REJECTION OF SUBMISSION

1. The County may reject a submittal if:
 - a. The contractor incorrectly states or conceals any material fact in the solicitation.
 - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 - c. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
 - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
 - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

I. PUBLIC REVIEW AT OPENING

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

J. TABULATION INQUIRIES

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

3.3. JOINT VENTURES

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.4. AWARD OF CONTRACT - ITB

- A. The contract will be awarded to the lowest responsive, responsible bidder whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- B. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the respondent qualifies their bid by specified limitations. See Rejection of Submission.
- C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.
- D. Prices quoted must be Free on Board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- E. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful respondent, will result in a binding contract without further action by either party.

3.5. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

3.6. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voiced) fax 727-464-4157, not later than seven days prior to the proceeding.

3.7. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor will provide such additional requirements as may become necessary.

3.8. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

3.9. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:
 1. Pinellas County Clerk of Circuit Court – Division of Inspector General

2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

3.10. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

3.11. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

3.12. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

3.13. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

3.14. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

3.15. E-VERIFY

The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3.16. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

3.17. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

3.18. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

3.19. INSURANCE

The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another contractor.

3.20. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests

for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

3.21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

3.22. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

3.23. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their

materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.

- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

3.24. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all “Eligible Users” the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

3.25. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

3.26. PUBLIC ENTITY CRIMES STATEMENT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

3.27. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor will provide an additional copy of the contractor’s submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

3.28. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

4. SPECIAL TERMS & CONDITIONS

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Promotional and Novelty Items to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County had deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 36 months from the date of Agreement award and any extension thereof.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 2 additional 12 month period(s) beyond the primary contract period. Term extensions will allow for one (1) annual price adjustment (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant

pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

4.8. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight prepay and add and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.9. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.10. PERFORMANCE SECURITY

Not Applicable

4.11. BACKORDERS

The County must be notified of backorders via email within five (5) business days from receipt of order to establish their willingness to either wait on backorders or cancel the item(s). Vendors must be able to deliver items within thirty (30) calendar days after receipt of order.

4.12. RETURNS

For items delivered incorrectly, in error or not to County specification, the Vendor shall incur costs and arrange pick up of items to be returned within seven (7) days of notification and provide full credit for items returned in saleable condition.

4.13. DELIVERY

All deliveries shall be inside delivery, unless otherwise instructed and shall be made directly to the ordering department's office or warehouse. Vendor is responsible for providing any and all equipment necessary to unload products for delivery to the designated location. An accurate and detailed packing slip must accompany each delivery. Delivery hours are Monday thru Friday, 8:00 AM to 3:30 PM.

The following days shall be recognized holidays for the purposes of this contract:

- New Year's Day, January 1
- Martin Luther King Jr's Birthday, Third Monday in January
- Memorial Day, Last Monday in May
- Juneteenth, Third Monday in June
- Independence Day, July 4
- Labor Day, First Monday in September
- Veterans Day, November 11
- Thanksgiving Day and Friday after Thanksgiving, Fourth Thursday and Friday in November
- Christmas Day, December 25

If Christmas or New Year's Day occurs on Tuesday or Thursday, the preceding Monday or following Friday shall also be recognized as a holiday.

If any recognized holiday occurs on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday occurs on a Saturday, the following Monday shall be observed as a holiday.

4.14. PURCHASES AT LOWER PRICING

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County, or the County may purchase that item for the

lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful contractor(s) lowers their pricing during the term of the contract, the successful contractor(s) shall automatically furnish the lower price to the County without prompting.

4.15. PRODUCT RECALL

In the event the awarded Vendor receives notice that a product delivered has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Vendor shall notify the Contract Administrator within five (5) business days of receiving such notice. Notice to the County shall include the name and description of the affected product; the approximate date the affected product was delivered to the County, the contract number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the County, if necessary to protect the health, welfare and safety of the citizens or employees; and any health hazards known to the awarded Vendor which may be caused or created by the affected product. The awarded Vendor shall, at the option of the County, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the County. Unless it was absolutely necessary for the County to dispose of the affected product, the awarded Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the County, without causing significant inconvenience to the County.

4.16. OR EQUAL PRODUCTS

Bid submittals must be for the products listed in the specifications. For consideration of "or equals" to products listed with manufacturer and part/style number bidders must submit their requests by the question deadline on page 1. The County will review the or equal request and via an addendum will be issued indicated if the request is approved or denied.

4.17. DISCONTINUED/SUBSTITUTE ITEMS

Under no circumstances may a vendor substitute a different product for any Fixed Price item they were awarded from this bid, without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer, or the vendor no longer offers the item in their product line during the term of this bid, the vendor must provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The County reserves the right to purchase on the open market while negotiations are being conducted.

4.18. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

5. INSURANCE REQUIREMENTS

5.1. INSURANCE (General)

There are no insurance requirements associated with this contract.

6. SCOPE OF WORK / SPECIFICATIONS

6.1. OBJECTIVE

The purpose of this contract is to obtain established unit prices and discount rates for catalog related pricing for promotional items, which may be imprinted, or embroidered with logos/messages and ordered on an as needed basis during the contract period. It is the intent of the department to award to one (1) vendor for all items.

6.2. BACKGROUND

This contract is replacing Contract No. 178-0007-B for Promotional Novelty Items.

6.3. REQUIREMENTS

- Website: The vendor's website address, showing all available items and retail pricing, shall be provided in the submitted bid. This is to be submitted on Attachment A – PRODUCT HYPERLINK.
- Artwork Proofs/Graphic Work: The department representative must approve the text and artwork of each item prior to production. Electronic submissions of proofs shall be provided by vendor. Vendor is not to begin production on any item until they have been notified by the department representative, in writing, that the proof has been approved. Item imprints may change with orders. With each order, the department representative will direct vendor on the required imprint. Vendor must perform graphic work as needed, to include logo mock-ups etc. for promotional items, and coordinate necessary embroidery when required.
- Samples/Pre-production Proofs: After award of contract, Department may require a random sample at no cost to the county, prior to an estimate/order to ensure the product quality is as specified. For some orders, department may require a pre- production proof to make sure the information to be printed is correct and to the required standards. Awarded bidder would provide an estimate, for pre-approval, for the pre-production proof cost including item cost, decoration, and shipping.
- Copyright: No Vendor may copyright or copy work produced for the County without its written consent.
- Over-runs/Under-runs: The County is not responsible for the cost of over-runs as a rule. However, if an item cannot be produced without over/underruns, the Vendor must state the over/underrun percentage on the estimate for department representative approval. Then the overrun must be invoiced using the approved price per item as per the approved estimate. The County may, at its discretion, accept an under-run. The invoice for that under-run item must be invoiced for the exact quantity shipped, using the approved price per item as per the approved estimate.
- Bidders **MUST** be a promotional products distributor and a member from either ASI (Advertising Specialty Institute) or PPAI (Promotional Products Association International). With the bid submission, Bidder **MUST** provide documentation from either organization that includes the member number and proof of current active membership. **PLEASE PAY ATTENTION TO THIS REQUIREMENT - THIS IS IMPORTANT!**

- **Product Quality:** During the term of the contract, substitutions will not be permitted on Fixed Price items without prior written approval by the issuing department. Substitutions shall be at the discretion of the County; if rejected, Vendor shall allow full credit for items returned.
- **Reports:** Vendor is required to furnish two quarterly sales reports of items purchased by the County under this contract to the department representative. One report for fixed price items and one report for discount off catalog items. The report shall include all items purchased for that time period including:
 - Date (ex. October 1, 2023, through December 31, 2023)
 - Name of County Department that placed the order
 - Date of Order
 - Purchase Order number
 - Item name, description, and quantity
 - Price (each)
 - Total sale
 - Invoice date
 - Invoice number
- **Estimates:** Vendor shall provide a written estimate within 24 hours of the department representative's request for an estimate.

Fixed Price Items

While the pricing is fixed, the department representative must still sign and date an estimate to authorize the purchase and send signed estimate to the Vendor with Purchase Order.

Estimates must include:

- Date of Estimate
- PO number
- Estimate number
- Vendor name, address, phone number
- Bid line-item number
- Product item number
- Product name/description
- Number of imprint colors

- Quantity
- Contract fixed price each
- Extended price (total)
- “Authorized by” with a signature line for the department representative’s authorization to place order
- Date line for department representative to enter date of order

Discount Catalog Items

Estimates must include:

- Date of Estimate
- PO number
- Estimate number
- Vendor name, address, phone number
- Product item number
- Product name/description
- Number of imprint colors/locations
- Quantity
- MSRP (Retail price each)
- Show the math for discount off MSRP, example below:

Qty	MSRP- 20%	Cost	Subtotal	Setup	Shipping	Total (plus Shipping)
1,500	1.79-20%	1.43	2145.00	30.00	PP&A	2175.00

- Show the math for any charges for additional runs/imprints/designs, special packaging, etc.
- “Authorized by” with a signature line for the department representative’s authorization to place order
- Date line for department representative to enter date of order
- Also with each discount catalog estimate, the vendor must provide a catalog page of the item containing the item description, specifications, MSRP with quantity price breaks (retail prices)

and any additional charges, such as: additional runs or imprints, Pantone Matching System (PMS) match charges, digitizing fee, special packaging, etc.

6.4. SPECIFICATIONS

Fixed Price Items

Fixed price items shall be priced in the bid "Total Complete Cost" – Including: Art, Set-Up, Decoration run charges, Product colors, **PMS Match charge**, Proofs and ALL Applicable Fees, except Shipping.

Shipping is considered **Prepay & Add** and must be invoiced at cost. The County may request copies of shipping invoices from the Vendor on any item, which the Vendor is required to provide.

With Bid Submission, Bidders must provide the following for ALL Fixed Price Items:

- A catalog page that provides the manufacturer, item number and specifications for each fixed priced item.
- Complete Section F – Bid Summary Table.
- Complete Attachment A – Product Hyperlink

Random Samples: The lowest responsible bidder may be notified and shall be given ten (10) days **after notification of bid award** to furnish random samples of each Fixed Price Item. Samples are not to be submitted with bid proposals.

Items bid shall be as specified below. **SIZES LISTED BELOW ARE APPROXIMATE AND MAY VARY SLIGHTLY.**

1. **Eco Tote**

Hit #3030

15"w x 16"h, 24" handles, 80 gram non-woven, coated water-resistant polypropylene, up to 4 bag colors, silkscreen 1 color, 1 location **with PMS Match imprint color.**

2. **Cloth Bag**

Metropak # RBAG1316DC - NO GUSSET

100% bio-degradable, plant based cellulose non-woven material, 13"w x 16"h (no gusset), die-cut handle, imprint 1 color, 1 side **with PMS Match imprint color.**

3. **Clear Stadium Totes**

Metropak #SL1212

12" x 12" x 6" gusset, clear 2.5 mil low density polyethylene, soft loop handles, imprint 1 color 2 sides **with PMS Match imprint color.**

4. Jute bag w front pocket

Hit #3617

17"w x 14"h x 5.5" gusset, 100% pure natural jute, large front pocket, (2) 16" padded cotton rope handles, up to 3 bag colors, imprint 1 color/1 location **with PMS Match imprint color.**

5. Essential Tote

Port Authority Essential Tote #B0750

12"h x 12"w x 6.5"d 600 denier polyester canvas, exterior side pocket, web handles, up to 3 bag colors, silkscreen 1 color 1 side with PMS MATCH imprint color.

6. Lunch cooler bag

Bullet #SM-7516

13.75"h x 9"w x 6" gusset, non-woven material with heat-sealed water-resistant lining. Holds 14 cans, top zipper, 2 side pockets, double reinforced 22" handles, up to 3 bag colors, imprint 1 color/1 location color **with PMS Match imprint color.**

7. Beach Towel

Hit #10084

35" x 60" 100% Cotton Velour, 14lbs per dozen, 4 towel colors, reverse tone on tone imprint – each towel color has corresponding imprint color **with PMS Match imprint color(s).**

8. Turkish Towel

Riviera Towel Co #Biarritz

70" x 14" 100% Turkish Cotton made in Turkey, pre-washed, twisted tassel edging, up to 3 towel colors, embroidery 1 location, 9,000 stitches, thread color matches each towel color

9. Sunglasses - Colors

Hit#6223 Malibu - Colors

UV400 lenses with 100% UVA/UVB protection, up to 5 product colors, include one change of imprint color, imprint 1 color/2 locations (on left & right temples) **with PMS Match imprint color.**

10. Sunglasses – Wood tone

Hit#6223 Malibu – Wood tone

UV400 lenses with 100% UVA/UVB protection, wood tone product color, imprint 1 color/2 locations (on left & right temples) **with PMS Match imprint color.**

11. Circle hand fan

Sweda #CS404

7" diameter, solid circle polypropylene hand fan with die-cut handle, up to 3 fan colors, imprint 1 color/1 location **with PMS Match imprint color.**

12. Koozies - General

Cool-Apsible #CG1003

premium foam, collapsible cooler for 12oz cans, up to 4 product colors, up to 4 art designs per order, silkscreen 1 color/3 locations (front, back and bottom) **with PMS Match imprint color.**

13. Straw – Buildable with case

Hit #5224 Buildable Harvest Straw Kit In Travel Case

9" Straw with 4" Wire Cleaning brush. Straw pieces unscrew and fit, with brush, inside included travel case with carabiner attachment. Imprint on case, 1 color/1 location **with PMS Match imprint color.**

14. Baseball cap – Badge logo with URL

Port Authority #CP77

100% brushed cotton twill, unstructured, low profile, 5 panel cap with self-fabric slide closure, up to 3 cap colors, embroider 2 locations (front: 11,500 stitches & side:

4,000 stitches)

15. Trucker hats

Paramount #I-200M

Mid-weight Cotton twill with trucker mesh, structured front panels, curved visor, plastic snap closure, silkscreen 1 color/1 location **with PMS Match imprint color.**

16. Dolphin beanie

Logobear #BB-44

8" plush stuffed dolphin laying down, with microfiber shirt, silkscreen 1 color/1 location on shirt with PMS Match imprint color.

17. Click Pens

Colorama #CLR

Retractable ballpoint pen, medium blue writing ink, full color, all-over imprint on barrel, 3 art designs

18. Rally Towels

Larlu #22591

15" x 18", 100% cotton 1.48 lbs per dozen, silkscreen 2 color/1 location **with PMS Match imprint color.**

19. Golf Towel w Clip

Larlu #77489E

11" x 18" towel, 100% Cotton, dobby hemmed terry velour, 1.6 lbs per dozen, with corner grommet & brass hook (ship assembled), embroidered 8,000 stitches

20. Notebook - Lay flat

Ariel #WOF-RV22 - Revue RPET Textured Journal

Recycled PET cover with a natural texture on a bound journal with 80 sheets (160 pages), ribbon bookmark – opened journal lays flat. Recycled 70GSM ivory paper with ruled lines. 5.5" L x 8.25" H, imprint 1 color/1 location, **with PMS Match imprint color**, up to 3 product colors

21. Luggage Tag – Spot Color

Quikey #5018

2.75" dia round soft vinyl luggage tag, silkscreen 1 color/2 locations, front and back, **with PMS Match imprint color**, 4 tag colors with strap matching each tag color.

22. Luggage Tag – Full Color

Quikey #30011

2.75" dia round soft vinyl luggage tag, white tag color, full color imprint/2 locations, front and back

23. Lanyard - 3/4"

Snugz #LS34M-MB2

3/4" lanyard with metal crimp, metal swivel snap hook and metal J-clip, (ship assembled) dye-sublimated full color overall, both sides

24. Lanyard - 3/4" with breakaway clasp

Snugz #LS34M-MB2-PH5

3/4" lanyard with metal crimp, metal swivel snap hook, metal J-clip, and breakaway clasp (ship assembled) dye-sublimated full color overall, both sides

25. Nail File

Fotofiles 7" Standard

Medium grit one side/fine grit 2nd side, full color imprint both sides, shipped with each file inserted in a clear sleeve

26. Tide to Go Kit

CleanUp Kit - Tide to Go and Sani-Pen Clipless Travel Kit

Tide to Go Instant Stain Remover pen, Sani-Pen Clipless Hand Sanitizer Spray bottle, shipped inserted into clear plastic box. Pen & spray bottles: full color imprint on

each, Box imprint: 1 color/1 location **with PMS Match imprint color**.

27. Stress reliever - Beach ball

Alpi #26410 Squeezies® brand

2.75" dia sphere, beach ball design, silkscreen 1 color/1 location **with PMS Match imprint color.**

28. Next Level #3600 Short Sleeve T

Unisex cotton T-shirt, Sizes Small through XLarge, 100% premium combed ring-spun cotton, 1 shirt color, silkscreen Softhand imprint, 2/2(Front: 1 color plus flash or 2

color) (Back: 1 color plus flash or 2 color) **with PMS Match imprint color.**

29. T-shirt 2/2 (2XL – 3XL)

Same specs as #28 above except sizes 2XL – 3XL, ordered at the same time as the smaller sizes.

Discount off Catalog Pricing

Any items not included in the above Fixed Price items but may still need to be purchased on an as-needed basis, will be handled as Discount off Catalog pricing. This includes the Sustainable items. Discount off Catalog purchases are not a purchase guarantee; the County reserves the right to purchase or not purchase items that are not listed in Fixed Pricing. Bidder must provide a 20% off discount as a single fixed percentage off the national catalog(s)/website pricing for all types of items. The discount provided shall be firm and fixed for the entire contract period including any extension periods.

Shipping is considered Prepay & Add and invoiced at cost. The County may request copies of shipping invoices from the Vendor on any item, which the Vendor is required to provide.

The awarded bidder will receive requests for estimates of "Discount off Catalog" items. (See Requirements section)

SUSTAINABLE ITEMS – New and Suggested

The following are new items not previously purchased. The county is seeking sustainable items, with at least one of the features below, listed in order of preference:

- Biodegradable
- Recyclable
- Eco-friendly materials
- Reusable

With bid submission, ALL Bidders are to:

- Provide a catalog page that provides the MSRP (retail value), manufacturer, item number, specification.
- Complete Attachment A – Product Hyperlink
- **SIZES LISTED BELOW ARE APPROXIMATE AND MAY VARY SLIGHTLY.**

Random Samples: The lowest responsible bidder may be notified and shall be given ten (10) days **after notification of bid award** to furnish random samples of each Fixed Price Item. Samples are not to be submitted with bid proposals.

1. Eco Shopper Tote

(Provide recommended item name and number)

Approx. 12"w x 13"h x 8/gusset with hard bottom* - non-woven, eco-friendly material, silkscreen 1 color, 1 side (*bottom must be sturdy enough not to bend with 20lbs)

2. Resealable Bag

(Provide recommended item name and number)

6" x 9" with expandable gusset, holds 1 quart (1000ml), 100% food grade silicone, clear or frosted clear bag with colored accent, heat and cold-resistant, leakproof,

airtight seal, resealable, **up to 3 bag colors**, imprint 1 color/1 location

3. At least two (2) other sustainable items for the county tourism agency (a beach/arts & culture destination), that meets the sustainable items criteria above.

7. VENDOR QUESTIONNAIRE

7.1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

7.1.1. *CONTRACTOR ACCEPTANCE FORM**

Download the below documents, complete, and upload.

- [1.6.2023.ContractAcceptan...](#)

*Response required

7.1.2. *CONTRACTOR REFERENCES**

Download the below documents, complete, and upload.

- [1.6.2023.CONTRACTOR REFEREN...](#)

*Response required

7.1.3. *OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS**

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

*Response required

7.1.4. *ELECTRONIC PAYMENT**

Download the below documents, complete, and upload.

- [1.6.2023.ELECTRONIC PAYMENT...](#)

*Response required

7.1.5. W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION*

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

*Response required

7.1.6. E-VERIFY AFFIDAVIT*

Download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [1.6.2023.E.verify.pdf](#)

*Response required

7.1.7. SUBMITTAL DOCUMENTS*

Upload all other documents relating to this solicitation.

*Response required

7.1.8. SAMPLE AGREEMENT*

Upload your signed sample Agreement in acknowledgment and acceptance of County terms and Conditions.

*Response required

8. SAMPLE AGREEMENT

AGREEMENT

23-0605-ITB (REBID)

The sample agreement below reflects the contract terms and conditions specific to this solicitation. For purposes of this sample, the “Contractor” is the successful Respondent. By submitting a submission in response to this solicitation, the Contractor acknowledges and agrees that if they are awarded a contract under this solicitation, they will enter a contract in substantially this form and subject to these terms.

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [CONTRACTOR’S NAME] whose primary address is [Address] (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 1/1/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, Titled Special Conditions
 - d. Solicitation Section 5, Titled Insurance Requirements
 - e. Contractor's response to Solicitation Section 6, Scope of Work / Specifications
 - f. Contractor's response to Solicitation Section 9, Pricing Proposal
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for 2, 12 month terms, or such other renewal terms agreed to by the Parties. Renewal contracts will not include any compensation for costs associated with the renewal.

C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial term are subject to the cost or fee schedule in the CONTRACTOR's Bid Summary (Section F). Notwithstanding the above, County expenditures under the Agreement will not exceed [TBD \$XXX] for thirty-six (36) months without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date: