

PURCHASING AGENDA SUMMARY

April 9, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-968-171	Removal & Replacement of Air Cooled Chillers	LRB	N/A	Skycrest E/S Rich Gauvey	0371/4121	3500/3001	Air Mechanical & Service Corporation	105,350.00	105,350.00	
13-968-158	Drainage Outfall Structure Replacement	LRB	N/A	Dunedin H/S Manda Rahgozar	0373/1081	3500/3025	Carl Hankins, Inc.	92,000.00	92,000.00	
13-165-159	Automatic Wrapping Machines (Re-Bid)	LRB	N/A	Food Service Dept. Art Dunham	0410/5470	9502	Robert Reiser & Co., Inc.	90,950.00	90,950.00	
13-968-170	Remove & Install Chilled Water Air Handling Units	LRB	N/A	Perkins E/S Cliff Powers	0373/1471	3500/3001	Q & Q, Inc.	73,700.00	73,700.00	
13-962-148	Aquatic Vegetation Control	LRB	2 yr.	County Wide Gerry Lees	Various	Various	Blue Water Aquatics, Inc.	60,000.00	60,000.00 (estimate)	

****Key to Fund Sources:***

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

*****Key to Categorical Sources:***

23XX: Referendum Funds

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13-155-193-PB	Type 2B Modular Classroom and Associate Site Work	PB	N/A	Mount Vernon E/S Ridgecrest E/S Anona E/S Belleair E/S Orange Grove E/S Rodger Williams	0371/2531 0376/3511 0372/0051 0372/0371 0370/3021	3000/3940 3000/3940 3000/3940 3000/3940	Mobile Modular Management Corporation	1,762,316.60	1,762,316.60	<i>Rationale:</i> Piggybacking St. Lucie Public Schools RFP contract #07-42.
13-165-045-RA	Cafeteria Refrigeration & Ice Machines	RA	8 mos.	Food Service Dept. Art Dunham Maintenance Dept. Mike Hewett	0410/5470 0100/5370	9502 9503	Beltram Edge Tool Supply, Inc. dba Beltram Foodservice Group International Restaurant Distributors, Inc. Sam Tell and Son, Inc. SRE Culinary Equipment & Supplies, LLC	Various	265,000.00 (estimate)	<i>Rationale:</i> The original contract value board approved on September 25, 2012 was \$90,000.00. An additional \$175,000.00 is needed for Food Service Dept. in order to cover equipment purchased through the end of the contract period. Piggy-backing Orange County Public Schools Bid #ITB1203046.

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13-880-105-RB	Audio Visual & Video Equipment/ Materials	RB	1 yr.	County Wide Corinne McManning	Various	Various	LexJet Corporation	N/A	N/A	<i>Rationale:</i> Original awarded items board approved January 29, 2013. Previous awarded vendor was deemed non-responsive. Award being made to the next lowest responsive bidder.
13-968-149	Ceiling, Lighting, and Ballasts Replacement	REJ	N/A	North Shore E/S David Swafford						<i>Rationale:</i> All bids received were over the projected budget New specifications and scope of work will be developed before rebidding.

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13-962-180-RN	Delivery Service, Food	RN	1 yr.	Food Service Dept. Art Dunham	0410/1033	9502	M & B Products, Inc.	92,000.00	92,000.00 (estimate)	
13-961-181-RN	Vending Consulting & Support Service	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Florida Fresh Vending	50,000.00	50,000.00 (estimate)	
13-525-211-SC	Library Materials	SC	1 yr	County Wide Bonnie Kelley	0100/var. 0100/var.	1121/4771 2343	Baker & Taylor, Inc. Barnes & Noble Brodart Company Central Programs, Inc. dba Gumdrop Books Children's Plus, Inc. Coughlan Companies Inc, dba Capstone Davidson Titles Inc. Delaney Educational Enterprises, Inc. DEMCO, Inc. Earley Learning Systems, Inc. Follett Library Resources, Inc. Ingram Library Services, Inc.	Unknown	889,626.00 (estimate)	<i>Rationale:</i> Utilizing State of Florida Contract 715-001-07-1.

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13-525- 211-SC	Library Materials						Junior Library Guild Library Video Co. Mackin Book Company dba Mackin Library Media Magazine Subscription Services Agency Midwest Tape, LLC Mumford Library Books Perma-Bound Books ProQuest LLC Quality Books Inc. Rainbow Book Company Salem Press Scholastic Library Publishing, Inc. The Booksource The Gale Group dba Thomson Gale The Rosen Publishing Group, Inc. Unique Books, Inc.			

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13-525- 211-SC	Library Materials						W.E. Falk Books, Inc. W.T. Cox Subscriptions World Book, Inc.			
13-360- 213-SC	Floor Coverings with Related Supplies, Equipment & Services	SC	3 yrs.	County Wide Rodger Williams	Various	Various	Bentley Prince Street, Continental Flooring Company, Interface Americas, Milliken Services, Mohawk Carpet Dist. Shaw Industries, Tandus Flooring	Unknown	500,000.00 (estimate)	<i>Rationale:</i> Utilizing State of Florida contract 360- 240-12-1 NJPA.
13-205- 216-SC	IT Hardware Contract	SC	6 mos.	TIS Department; Dave Galvin	0100/5140	2906/6027	Anixter, Inc, CDW Government LLC, Graybar Electric Co Inc, GovConnection Inc. Insight Public Sector	150,000.00	150,000.00 (estimate)	<i>Rationale:</i> Utilizing State of Florida Contract #250- 000-09-1.

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13-420-209- SC	Furniture: Library	SC	2 yrs	Countywide Bonnie Kelly	Various	Various	Library Interiors of Florida, Inc.	135,000.00	135,000.00 (estimate)	<i>Rationale:</i> Utilizing State of Florida Contract N: 420-590-07-01
13-205-214-SS	Sole Source Point of Sale Units	SS	N/A	Food Service Dept, Art Dunham	0410/5470	9502	MCS Software	420,000.00	420,000.00	<i>Rationale:</i> MCS Software is the sole provider of Point of Sale products to work with MCS Software.
13-205-208-SS	Sole Source Kindle Wireless Reading Device	SS	1 yr.	County Wide Bonnie Kelley	Various	-Various	Amazon Digital Services, Inc.	263,000.00	263,000.00 (estimate)	<i>Rationale:</i> This vendor is the manufacturer and distributor for the sale of the Kindle Wireless Reading Device. Amazon continues to partner with Pinellas County Schools by providing free management services and support beyond simple sale of the devices.

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13-205-219-SS	Sole Source Software & Training	SS	N/A	County Wide H/S Rita Vasquez	0100/5290 0100/5290	1180/6223 2601/5506	Compass Learning, Inc.	183,500.00	183,500.00	<i>Rationale:</i> This vendor is the developer and publisher of the software and training materials.
13-205-210-SS	Sole Source Online Learning System	SS	1 yr.	PTEC Centers Mark Erickson	5300/4541	A460	Blackboard, Inc.	51,800.00	51,800.00	<i>Rationale:</i> The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in this system.

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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-171

Bid Title: Removal & Replacement of Air Cooled Chillers

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: _____ thru ☒ N/A - One Time Purchase

Contract Value: \$ 105,350.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 120 Bids Received: 9 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Skycrest Elementary School

Requested By: Edward Ural
Title: Director, Facilities Planning, Design and Construction

Buyer: Christine Roney

Recommended award by vendor as follows:

AIR MECHANICAL & SERVICE CORPORATION

Provide labor and materials to remove and replace existing chillers and associated equipment per plans and specifications provided by Engineering Matrix, Inc.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-158

Bid Title: Drainage Outfall Replacement

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period:

thru

☒ N/A - One Time Purchase

Contract Value: \$ 92,000.00

Contract Type:

☐ Estimated

Dollar Amount

☒ Firm, Fixed

Dollar Amount

☐ Firm, Fixed

Unit Prices

☐ Firm, Fixed

Fees or Discounts

Renewal Options:

No. of Terms
Remaining

☐ Length of
Each Term
6-months

☐ Length of
Each Term
- year

☒ None

*** Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 337 Bids Received: 4 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Dunedin High School

Requested By: Edward Ural
Title: Director, Facilities Planning, Design and Construction

Buyer: Christine Roney

Recommended award by vendor as follows:

CARL HANKINS, INC.

Provide labor and materials to remove and replace the drainage outfall structure and related work as per plans and specifications provided by Land & Water Engineering Science, Inc.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-165-159

Bid Title: Automatic Wrapping Machines
(Re-Bid)

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: _____ thru ☒ N/A - One Time Purchase

Contract Value: \$ 90,950.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 48 Bids Received: 2 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage

Recommended award by vendor as follows: (see attached)

ROBERT REISER & CO., INC.

Provide, deliver and install two (2) automatic wrapping machines per bid specifications.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
2	Gruppo Fabbri Model 38 – XR Automatic Stretch Wrapping Machine	\$44,000.00	\$88,000.00
2	Installation of Equipment (to include parts, labor and equipment start-up)	0.00	0.00
1	Freight	2,950.00	2,950.00
			<hr/> \$90,950.00

Additional services as needed:

Cost for Training (minimum of 1 hour):	Technician:	\$0.00/hour
Preventative Maintenance	Technician:	\$130.00/hour (weekdays) 250.00/hour (weekends) 350.00/hour (holidays)



Leading the food industry in processing and packaging solutions

Reiser
725 Dedham Street
Canton, MA 02021
Tel (781) 821-1290
Fax (781) 821-1316
www.reiser.com

SALES AGREEMENT

February 22, 2013

Page 1 of 2

BILL TO:

Accounts Payable Department
Pinellas County School Board
P.O. Box 2942
Largo, FL 33779-2942

SHIP TO:

Art Dunham
Walter Pownall Service Center
11111 South Belcher Road
Largo, Florida 33773

BID NO.: 13-165-159

ONE FABBRI MODEL 38 – XR STRETCH WRAPPER

- . With infeed conveyor (1m)
 - . With outfeed conveyor (**right turn exit**)
 - . Double film reel system
 - . With side stretch
 - . Touch screen controls
 - . 230 volts/3/60
 - . European lifter
 - . European clamps
 - . Protection cover
 - . **No moving parts under elevator** \$ 44,000.00
- Total for two \$ 88,000.00
- Freight charges (to be prepaid by Pinellas County School Board)..... \$ 2,950.00

NOTE: PRICES VALID FOR 30 DAYS.

The above prices are FOB Destination. All freight charges and taxes are for the account of the customer. Our terms are 100% of purchase price due net cash 30 days after installation of the equipment. Delivery runs 60 to 80 days from receipt of your purchase order.

NOTE: Our offer includes a one year warranty for parts and labor on the equipment quoted above, warranty period commencing upon the date of installation.

**THE UNDERSIGNED HAS READ & ACCEPTED THE ABOVE INCLUDING
THE TERMS AND CONDITIONS ENCLOSED.**

ACCEPTED: School Board Pinellas County

BY: _____

DATE: _____

Approved As To Form:

School Board Attorneys Office

Robert Reiser & Co., Inc.

BY:

DATE: February 22, 2013



SALES AGREEMENT

TERMS AND CONDITIONS

Robert Reiser & Co., Inc. ("Reiser") and the customer named on the reverse side hereof ("Customer") agree that the following terms and conditions shall govern the delivery of the equipment ("Equipment") also set forth on the reverse side hereof.

1. Prices, Taxes, Risk of Loss Prices are exclusive of all sales, use, and like taxes. Any such tax Reiser may be required to collect or pay at any time, before, upon, or after the sale or delivery of the equipment shall be paid by the Customer. Risk of loss shall pass to Customer upon delivery of Equipment at FOB point.

2. Cancellation. Reiser may cancel this agreement upon five days prior written notice to Customer at any time prior to the expiration of ninety days from the date of acceptance by Reiser. Within ten days after such termination, Reiser shall return to Customer any funds theretofore received hereunder from Customer. Customer may terminate this agreement upon ten days prior written notice to Reiser and upon the payment to Reiser of a cancellation fee in the amount of 25% of either the purchase price for the Equipment or aggregate lease payments, as the case may be, (less the amount of any funds theretofore received by Reiser hereunder from Customer) as liquidated damages and not as a penalty. However, any such termination by Customer shall be ineffective in the event that written notice thereof is received by Reiser after the date the Equipment is shipped to Customer.

3. Installation. In connection with the installation and delivery of the Equipment to Customer at its plant, and at any time during the ninety-day period thereafter, Reiser shall, without charge to Customer and no later than thirty days after it receives written notice from Customer that (a) the Equipment is in place at Customer's plant, (b) utilities for the Equipment are available; (c) packaging material and/or product are on hand, make available to Customer's employees at the location of the Equipment a Reiser serviceman to supervise and instruct Customer's employees in the installation, operation and maintenance of the Equipment for a period not to exceed five consecutive business days. Thereafter, service shall be available to Customer at Customer's premises, at Customer's expense, for the then prevailing daily rates plus reasonable travel and lodging expenses of service personnel.

4. Warranty; Limitation of Liability. Reiser warrants that the Equipment will, upon delivery to Customer, conform to the description and specifications set forth herein and will be free from defects in material and workmanship. Reiser shall repair or replace, at its option, any part or parts comprising the Equipment which become defective during the 12-month period following first delivery of the Equipment to Customer's plant location. In addition, either Customer or Reiser may terminate this agreement at any time during the two week period following the date the Equipment is first installed and operable if Customer is not satisfied that the Equipment conforms to the description and specifications set forth herein and Reiser states that it is unable to cure such alleged defect. In such event and no later than ten days following said two week period, Customer shall at Customer's expense, crate and deliver (freight prepaid) the equipment to Reiser's Canton, Massachusetts plant. All risk of loss and damage to the Equipment (while at Customer's plant and while in transit) shall be borne by Customer until delivery to Reiser. If the Equipment is not delivered to Reiser within the period above stated, the Equipment shall be deemed accepted by Customer and to conform to such description and specifications. Reiser will not be liable for personal injury or property damage nor shall it have obligations or liabilities for consequential damages including but not limited to product loss, film loss and lost

profits even if advised of the possibility of such. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer further agrees that Reiser's liability hereunder for damages including but not limited to patent and copyright infringement shall not exceed the aggregate sum paid hereunder by Customer to the date the amount of such liability is determined.

5. Federal Acceptance. The equipment shall conform to and be in compliance with all known, applicable rules and regulations governing acceptance by the United States Department of Agriculture, FSIS. Inasmuch as the United States Department of Labor does not issue acceptance letters, Reiser cannot guarantee that the Equipment will comply with the Federal Occupational Safety and Health Act and the regulations issued thereunder.

6. Patent and Copyright Indemnification. If notified promptly in writing of any action brought against Customer, based on a claim that the Equipment infringes a United States patent or copyright, Reiser will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that Reiser shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against the Customer's use of the Equipment by reason of infringement of a United States patent or copyright, Reiser will, at its option and at its expense, either procure for the Customer the right to continue using the Equipment, replace or modify the same so that it becomes noninfringing, or grant Customer a credit for such Equipment as depreciated and accept its return. Customer shall hold Reiser harmless against any expense, judgment or loss for infringement of any patents or copyrights which results from Reiser's compliance with Customer's designs, or specifications.

7. Security Interest. Customer hereby grants Reiser a security interest in the Equipment and proceeds thereof, to secure Customer's obligation hereunder. Customer hereby appoints Reiser its attorney-in-fact to execute financing statements to perfect such security interest.

8. Title. Title to the Equipment and a security interest under the Uniform Commercial Code shall remain with Reiser until all required payments, or any judgment therefore, have been fully paid in money when ownership shall pass to Buyer.

9. General. If any of the provisions of this agreement are invalid under any applicable statute or rule of law, they are to that extent deemed omitted. The Customer's remedies in this agreement are exclusive. Any purchase order or similar form attached hereto is void to the extent that it contains any terms that are contrary to, or inconsistent with, the provisions of this contract. The parties agree that this agreement is the complete and exclusive statement of the understanding between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement. This agreement will be governed by the Laws of the State of Florida.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-170

Bid Title: Remove & Install Chilled Water Air Handling Units

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: _____ thru ☒ N/A - One Time Purchase

Contract Value: \$ 73,700.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 120 Bids Received: 5 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Perkins Elementary School

Requested By: Edward Ural
Title: Director, Facilities Planning, Design and Construction

Buyer: Christine Roney

Recommended award by vendor as follows:

Q & Q, INC.

Provide labor and materials to remove and replace chilled water air handling units and related equipment per plans and specifications provided by Global Sanchez, Inc.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-962-148

Bid Title: Aquatic Vegetation Control

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 4/9/13 thru 4/8/15

☐ N/A - One Time Purchase

Contract Value: \$ 60,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 35 Bids Received: 2 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Edward Ural
Title: Director, Facilities Planning, Design and Construction

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

BLUE WATER AQUATICS, INC. (V-173516)

The work shall consist of furnishing all materials, labor, tools, equipment and supervision required to have the capabilities and expertise to provide treatment of wetland mitigation areas and storm water systems

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1	Herbicide Application including Spot Spraying (including Rodeo)	\$ 85.00 per/hr
2	Removal of Nuisance Species (Hand Pulling or Equivalent & Approved Disposal Area)	\$ 85.00 per/hr
3	Labor including: Use of manual or powered equipment including augers, chain saws, shovels, etc.	\$ 85.00 per/hr.

SUBMITTED UNIT PRICES FOR ADDITIONAL SERVICES / SUPPLIES

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
4	Airboat application	\$ 90.00 per/hr
5	Herbicide application labor w/land based equipment	\$ 85.00 per/hr
6	Vermeer chipper for chipping up trees/brush	\$ 200.00 per/day

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-155-193-PB

Bid Title: Type 2 Modular Classroom and Associated Site Work

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☒ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: _____ thru ☒ N/A - One Time Purchase

Contract Value: \$ 1,762,316.60

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Piggybacking St. Lucie Public Schools RFP contract #07-42.

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Five (5) Elementary Schools
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

MOBILE MODULAR MANAGEMENT CORPORATION (V-27540)

Deliver and Install twenty six (26) Side Stackable Type II-B classroom units, restroom equipped per DCA Plan approval number CRA 11030.03 and PCS Group 7 specifications at various schools countywide.

<u>SCHOOL LOCATIONS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Mount Vernon Elementary	10	67,781.41	677,814.10
Anona Elementary	6	67,781.41	406,688.46
Belleair Elementary	2	67,781.41	135,562.82
Orange Grove Elementary	2	67,781.41	135,562.82
Ridgecrest Elementary	<u>6</u>	67,781.41	<u>406,688.46</u>
TOTAL	26		\$1,762,316.60

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-165-045-RA

Bid Title: Cafeteria Refrigeration & Ice Machines

Original Bid No: 13-165-045-PB

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☒ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 9/26/12 thru 5/10/13

☐ N/A - One Time Purchase

Contract Value: \$ 265,000.00 (Revised)

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

*** Rationale/Reason**

The original contract value board approved on September 25, 2012 was \$90,000.00. An additional \$175,000.00 is needed for Food Service Department in order to cover equipment purchased through the end of the contract period. Piggy-backing Orange County Public Schools Bid #ITB1203046.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Food Service Department & Maintenance Department

Title: Director, Purchasing Department

Requested By: Art Dunham

Buyer: Jena Grage

Title: Director, Food Service Department

Requested By: Michael Hewett

Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide and deliver cafeteria refrigeration & ice machines to the Pinellas County Schools Warehouse and other district locations, on an as needed basis, at the following firm, unit prices or discounts.

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 1	Manitowoc Ice Machines Product Line				
1	Ice Cube Machine, Manitowoc, Model SD-0452A, 345 lb Capacity, 115/60/1	Manitowoc	ID-0452A	\$1,732.00	EA
2	Ice Cube Machine, Manitowoc, Model SD-0602A, 650 lb Capacity, 208/230/60/1	Manitowoc	ID-0602A	2,121.00	EA
3	Ice Cube Machine, Manitowoc, Model SD-0852A, 785 lb Capacity, 208/230/60/1	Manitowoc	ID-0852A	2,811.00	EA
4	Ice Cube Machine, Manitowoc, Model SD-1002A, 1050 lb Capacity, 208/230/60/1	Manitowoc	ID-1002A	3,252.00	EA
5	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-400, 290 lb. Capacity	Manitowoc	B-400	589.00	EA
6	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-570, 430 lb. Capacity	Manitowoc	B-570	660.00	EA
7	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-970, 710 lb. Capacity	Manitowoc	B-970	906.00	EA
8	Ice Cube Machine, Manitowoc, Model QD-132A, Undercounter	Manitowoc	QD-132A	1,381.00	EA
9	Adapter, K-00370 for 0852A	Manitowoc	K-00370	135.00	EA
10	% of Discount for Balance on Manitowoc Product Line	Manitowoc		50/10/5/5/5/6%	%
Lot 8	Continental				
44	% of Discount for Balance on Continental Product Line	Continental		50/10/10%	%
Lot 9	Scotsman				
45	% of Discount for Balance on Scotsman Product Line	Scotsman		50/10/5%	%

INTERNATIONAL RESTAURANT DISTRIBUTORS, INC. (V-28502)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 2	Beverage-Air Product Line				
11	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF34-S, 8 case Capacity, 115/60/1	Beverage-Air	SMF34-S	\$1,829.00	EA
12	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF49-S, 12 Case Capacity, 115/60/1	Beverage-Air	SMF49-S	2,169.00	EA
13	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF58-S, 16 Case Capacity, 115/60/1	Beverage-Air	SMF58-S	2,439.00	EA
14	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF49-1-S, 12 Case Capacity, 115/60/1	Beverage-Air	STF49-1-S	2,999.00	EA
15	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF58-1-S, 16 Case Capacity, 115/60/1	Beverage-Air	STF58-1-S	3,009.00	EA
16	Reach-In Refrigerator, Beverage-Air, Single Door, Stainless Steel, Model PR1-1AS-XDX, 115/60/1	Beverage-Air	PR1-1AS-XDX	2,639.00	EA
17	Reach-In Refrigerator, Beverage-Air, Double Door, Stainless Steel, Model PR2-1AS-XDX, 115/60/1	Beverage-Air	PR2-1AS-XDX	3,549.00	EA

INTERNATIONAL RESTAURANT DISTRIBUTORS, INC. (V-28502) cont.

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
18	Reach-In Freezer, Beverage-Air, Single Door, Stainless Steel, Model PF1-1AS-XDX, 115/60/1	Beverage-Air	PF1-1AS-XDX	3,369.00	EA
19	Reach-In Freezer, Beverage-Air, Double Door, Stainless Steel, Model PF2-1AS-XDX, 115/60/1	Beverage-Air	PF2-1AS-XDX	4,489.00	EA
20	% Discount for Balance on Beverage-Air Product Line	Beverage-Air		66.00%	%
Lot 3 True Refrigeration Product Line					
21	Milk Cooler, True, Single Access, Forced Air, Model TMC-34-S, 8 Case Capacity, 115/60/1	True	TMC-34-S	\$1,779.00	EA
22	Milk Cooler, True, Single Access, Forced Air, Model TMC-49-S, 12 Case Capacity, 115/60/1	True	TMC-49-S	2,089.00	EA
23	Milk Cooler, True, Single Access, Forced Air, Model TMC-58-S, 16 Case Capacity, 115/60/1	True	TMC-58-S	2,299.00	EA
24	Milk Cooler, True, Dual Access, Forced Air, Model TMC-34-DS-SS, 8 Case Capacity, 115/60/1	True	TMC-34-DS-SS	2,639.00	EA
25	Milk Cooler, True, Dual Access, Forced Air, Model TMC-49-DS-SS, 12 Case Capacity, 115/60/1	True	TMC-49-DS-SS	2,989.00	EA
26	Milk Cooler, True, Dual Access, Forced Air, Model TMC-58-DS-SS, 16 Case Capacity, 115/60/1	True	TMC-58-DS-SS	3,119.00	EA
27	Reach-In Refrigerator, True, Single Door, Stainless Steel, Model TS-23, 115/60/1	True	TS-23	2,059.00	EA
28	Reach-In Refrigerator, True, Double Door, Stainless Steel, Model TS-49, 115/60/1	True	TS-49	2,739.00	EA
29	Reach-In Freezer, True, Single Door, Stainless Steel, Model TS-23F, 115/60/1	True	TS-23F	2,569.00	EA
30	Reach-In Freezer, True, Double Door, Stainless Steel, Model TS-49F, 115/60/1	True	TS-49F	3,599.00	EA
31	% Discount for Balance on True Product Line	True		65.00%	%
Lot 6 Traulsen Product Line					
40	Reach-In Refrigerator, Traulsen, Double Door, Stainless Steel, Model G22010, 115/60/1	Traulsen	G22010	\$2,739.00	EA
41	Reach-In Freezer, Traulsen, Double Door, Stainless Steel, Model G22010 115/60/1	Traulsen	G22010	3,366.00	EA
42	% Discount for Balance on Traulsen Product Line	Traulsen		56.00%	%
Lot 7 Nor-Lake					
43	% Discount for Balance on Nor-Lake Product Line.	Nor-Lake		56.00%	%
Lot 10 Hoshizaki					
46	% Discount for Balance on Hoshizaki Product Line	Hoshizaki		55.00%	%

SAM TELL AND SON, INC. (V-23391)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 5	Delfield Product Line				
37	Milk Cooler, Delfield, Model NDF-12, 12 Case Capacity with Plastic Air Curtain, 115/60/1	Delfield	NDF-12	\$4,721.49	EA
38	Milk Cooler, Delfield, Model NDF-18, 18 Case Capacity with Plastic Air Curtain, 115/60/1	Delfield	NDF-18	4,970.23	EA
39	% Discount for Balance on Delfield Product Line	Delfield		60.00%	%

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 4	Victory Product Line				
32	Reach-In Refrigerator, Victory, Single Door, Stainless Steel, Model VSR-1, 115/60/1	Victory	VSR-1	\$1,941.02	EA
33	Reach-In Refrigerator, Victory, Double Door, Stainless Steel, Model VSR-2, 115/60/1	Victory	VSR-2	2,497.26	EA
34	Reach-In Freezer, Victory, Single Door, Stainless Steel, Model VSF-1, 115/60/1	Victory	VSF-1	2,357.43	EA
35	Reach-In Freezer, Victory, Double Door, Stainless Steel, Model VSF-2, 115/60/1	Victory	VSF-2	3,231.84	EA
36	% Discount for Balance on Victory Product Line	Victory		50/20/23	%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-880-105-RB

Bid Title: Audio Visual & Video Equipment /
Materials

Original Bid No: 13-880-105

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☒ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/26/13 thru 1/25/14

☐ N/A - One Time Purchase

Contract Value: \$ N/A

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

* *Rationale/Reason*

Original awarded items board approved January 29, 2013. Previous awarded vendor was deemed non-responsive. Award being made to the next lowest responsive bidder.

☐ *Reason for Submittal to Board Under Separate Cover:*

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Corinne McManning
Title: ITV Broadcast Maintenance Specialist

Buyer: Jaime Haney

Recommended award by vendor as follows: (see attached)

Previous Award:

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
24	Laminating Film, 18"	GBC Naplam Model #3000003	88043324	17.87	Visual Concept Multimedia, Inc V- 30973
25	Laminating Film, 25"	GBC Naplam Model #3000004	88043325	20.87	Visual Concept Multimedia, Inc V- 30973
26	Laminating Film, 27"	GBC Naplam Model 3126061	88043326	23.44	Visual Concept Multimedia, Inc V- 30973

Revised Award:

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
24	Laminating Film, 18"	GBC Naplam Model #3000003	88043324	41.20	LexJet Corporation V-30971
25	Laminating Film, 25"	GBC Naplam Model #3000004	88043325	37.12	LexJet Corporation V-30971
26	Laminating Film, 27"	GBC Naplam Model 3126061	88043326	51.27	LexJet Corporation V-30971

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-149

Bid Title: Ceiling, Lighting and Ballasts
Replacement

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☒ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: _____ thru _____ ☐ N/A - One Time Purchase

Contract Value: \$ N/A

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input type="checkbox"/> None

* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

All bids received were over the projected budget. New specifications and scope of work will be developed before rebidding.

Bidders Solicited: 443 Bids Received: 7 Late Bids: 0 Rejected Bids: 7 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** North Shore Elementary School
Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows:

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-962-180-RN

Bid Title: Delivery Service, Food

Original Bid No: 12-962-184

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 5/13/13 thru 5/12/14

☐ N/A - One Time Purchase

Contract Value: \$ 92,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	1	6-months	1 - year	

* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage

Recommended award by vendor as follows: (see attached)

M & B PRODUCTS, INC. (V-1393)

Deliver cold lunch meals to approximately sixty (60) different Pinellas County Schools summer feeding sites on a daily basis.

Category Description	Unit Costs
Truck Rental	\$ 116.96/day/truck
Mileage Charge	0.28/mile/truck
Refrigeration Unit Rental	0.94/hour/truck
Driver Daily Rate	**218.66/day/truck

**Includes allowances for fringe benefits, FICA and unemployment tax contributions.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-961-181-RN

Bid Title: Vending Consulting & Support Service

Original Bid No: 11-961-136-RFP

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 4/27/13 thru 4/26/14

☐ N/A - One Time Purchase

Contract Value: \$ 50,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage

Recommended award by vendor as follows: (see attached)

FLORIDA FRESH VENDING (V-28656)

Provide vending support and service on district owned vending machines. Pricing methodology shown below constitutes the basis for billing. Unit prices and percentage figures are firm for the contract period.

Description Of Service	Schedule of Charges
Consulting Services Based On Percentage Of Gross Sales.	These services billed at hourly rate
Auditing Monthly Reports Based On Percentage Of Gross Sales.	1.75%
Repair Services (hourly rates)	\$50.00 /Technician (includes weekends & overtime) \$25.00/Helper (includes weekends & overtime)
Discount from manufactures list price for parts & supplies	0%
Personnel Training Per Site (hourly rates)	\$50.00 /1-5 Personnel per site location \$50.00 /6-10 Personnel per site location \$50.00 /11-15 Personnel per site location
Additional Work: (The cost per hour for additional services and parts, if requested)	\$50.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-525-211-SC

Bid Title: Library Materials

Original Bid No: 07-525-087-SC

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☒ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 3/1/13 thru 2/28/14

☐ N/A - One Time Purchase

Contract Value: \$ 889,626.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	1	6-months	1 - year	

*** Rationale/Reason**

Utilizing State of Florida Contract No. 715-001-07-1.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Bonnie Kelley
Title: Pk-12 Media Services Specialist,
Library/Media/Technology Department

Buyer: Mary Ann McConahy

Recommended award by vendor as follows: (see attached)

Contractors

- Baker & Taylor, Inc,
- Barnes & Noble
- Brodart Company
- Central Programs Inc. d/b/a Gumdrop Books
- Children's Plus, Inc.
- Coughlan Companies, Inc dba Capstone
- Davidson Titles, Inc.
- Delaney Educational Enterprises, Inc.
- DEMCO, Inc.
- Earley Learning Systems, Inc.
- Follett Library Resources, Inc.
- Ingram Library Services, Inc.
- Junior Library Guild
- Library Video Co.
- Mackin Book Company d/b/a Mackin Library Media
- Magazine Subscription Services Agency
- Midwest Tape, LLC
- Mumford Library Books
- Perma-Bound Books
- ProQuest, LLC
- Quality Books Inc. (A)
- Rainbow Book Company (A)
- Salem Press
- Scholastic Library Publishing, Inc (A)
- The Booksource (A)
- The Gale Group d/b/a Thomson Gale
- The Rosen Publishing Group, Inc.
- Unique Books, Inc. (A)
- W.E. Falk Books, Inc.
- W.T. Cox Subscriptions
- World Book, Inc.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-360-213-SC

Bid Title: Floor Covering with Related Supplies,
Equipment & Services

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☒ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/18/13 thru 3/19/16

☐ N/A - One Time Purchase

Contract Value: \$ 500,000.00

Contract Type: ☒ Estimated ☐ Firm, Fixed ☒ Firm, Fixed ☐ Firm, Fixed
Dollar Amount Dollar Amount Unit Prices Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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* **Rationale/Reason**

Utilizing State of Florida Contract 360-240-12-1-NJPA.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

Contractors Awarded:

BENTLEY PRINCE STREET
CONTINENTAL FLOORING COMPANY
INTERFACE AMERICAS
MILLIKEN SERVICES
MOHAWK CARPET DISTRIBUTORS
SHAW INDUSTRIES
TANDUS FLOORING US

Pricing

The State of Florida pricing for the manufacturers listed above are posted on the manufacturer's website and available through the link provided below. Instructions for ordering carpeting are also provided at this same link.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/floor_coverings_with_related_supplies_equipment_and_services/price_sheets_and_ordering_instructions

Authorized Dealers/Installation Firms & Manufacturer Representation

Bidders shall include a list of authorized dealers and installation firms with mailing address, telephone numbers, email address, and URL. **Bidders are encouraged to use certified Minority Business Enterprise dealers/installers.** This document will then be uploaded back into the space provided in the Forms Section of this RFX.

In an effort to encourage local and minority representation on this contract, the contractor may assign an authorized dealer or installation partner to receive orders on their behalf. It is the Bidder's responsibility to insure that all customers will be given equal representation and service with the approved dealers. If this ordering option is utilized, the following requirements and qualifications apply:

- The Manufacturer is ultimately responsible for the complete project (products and installation), REGARDLESS if the orders are received by the Manufacturer or dealer.
- The Manufacturer shall be held responsible for all requirements of this contract, which include, reporting sales and payment of the 1% transaction fee to MyFloridaMarketPlace.
- Each dealer named will be responsible for delivery and installation of products, as well as providing needed assistance to Eligible Customers, as defined in Section 163.3164, F.S.
- Any contract changes must be submitted by the Manufacturer, not the dealer.
- All contract changes must be approved by State Purchasing prior to implementation.
- All authorized dealers or installers participating in this contract are required to register in MyFloridaMarketPlace if they will be receiving orders on behalf of the manufacturer.
- Upon complaint(s) against the Manufacturer or Manufacturer's authorized dealer, State Purchasing may require the Manufacturer to remove this ordering option from their contract.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-205-216-SC

Bid Title: IT Hardware Contract

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☒ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 4/9/13 thru 9/7/13

☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None

*** Rationale/Reason**

Utilizing State of Florida Contract# 250-000-09-1.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Technology and Information
Systems Department

Title: Director, Purchasing Department

Requested By: Dave Galvin

Buyer: Mark Shuman, CPPO, CPPB

Title: Director, Networking and
Telecommunications

Recommended award by vendor as follows: (see attached)

ANIXTER, INC
CDW GOVERNMENT LLC
GRAYBAR ELECTRIC CO., INC.
GOVCONNECTION, INC.
INSIGHT PUBLIC SECTOR

Utilizing State of Florida Contract #250-000-09-1 to purchase APC Uninterruptible Power Supplies (UPS) to install in all MDF (Main Distribution Facility) and IDF(Intermediate Distribution Facilities) throughout the district. Using UPS power supplies maintains stability of the network for both voice and data communications and greatly extends the life of the equipment. Must solicit quotes for each purchase per State Contract.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-420-209-SC

Bid Title: Furniture: Library

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☒ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: _____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 2/21/13 thru 2/20/15

☐ N/A - One Time Purchase

Contract Value: \$ 135,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
	0	6-months	- year	

*** Rationale/Reason**

Utilizing State of Florida Contract No. 420-590-07-1

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Bonnie Kelley
Title: Pk-12 Media Services Specialist,
Library/Media/Technology Department

Buyer: Jaime Haney

Recommended award by vendor as follows:

LIBRARY INTERIORS OF FLORIDA, INC. (V-10535)

Provide and deliver library shelving and furniture on an as needed basis at a 15% to 51% discount off of list price per the State of Florida Educational Furniture Contract.

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: April 9, 2013

Bid File No: 13-205-214-SS

Bid File Title: Sole Source Point of Sale Units

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: \$ 420,000.00

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

MCS Software is the sole provider of Point of Sale products to work with MCS Software. .

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Food Service Department
Title: Director, Purchasing Department

Requested By: Art Dunham **Buyer:** Mark Shuman, CPPO
Title: Director, Food Service Department

Recommended award by vendor as follows:

MCS SOFTWARE (V-19049)

<u>DESCRIPTION</u>	<u>PRICE</u>
Point of Sale 17" Touch Dynamic I7, (200 Units @ \$2,100.00 ea.)	<u>420,000.00</u>
TOTAL:	\$420,000.00

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: April 9, 2013

Bid File No: 13-205-208-SS

Bid File Title: Sole Source Wireless Reading Devices

Contract Period: 4/27/13 thru 4/26/14

☐ N/A - One Time Purchase

Contract Value: \$ 263,000.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor is the manufacturer and distributor for the sale of the Kindle Wireless Reading Device . Amazon continues to partner with Pinellas County Schools by providing free management services and support beyond simple sale of the devices..

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: County Wide

Requested By: Bonnie Kelley
Title: Pk-12 Media Services Specialist,
Library/Media/Technology Department

Buyer: Jaime Haney

Recommended award by vendor as follows:

AMAZON DIGITAL SERVICES, INC.

Provide and deliver Kindle® wireless reading devices to various schools for the contract period. Quantities are projected estimates based on historical purchases.

<u>ESTIMATED QUANTITY</u>	<u>TERMS NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1000	205K0007	Kindle® electronic reading device; Touch	\$89.00	\$89,000.00
1000	205K0006	Kindle® electronic reading device; Fire	\$174.00	\$174,000.00
		TOTAL:		\$263,000.00

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid File No: 13-205-219-SS

Bid File Title: Sole Source Software & Training

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: \$ 183,500.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

*** Rationale/Reason**

This vendor is the developer and publisher of the software and training materials.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: County Wide High Schools

Title: Director, Purchasing Department

Requested By: Rita Vasquez

Buyer: Linda Balcombe

Title: Director, Secondary Education

Recommended award by vendor as follows: (see attached)

COMPASS LEARNING, INC.

<u>DESCRIPTION</u>	<u>PRODUCT CODE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>SOFTWARE:</u>				
OHS Biology	SWHSB	16	2500.00	40,000.00
OHS Geometry	SWHSG	16	2500.00	40,000.00
<u>SOFTWARE SUPPORT:</u>				
Hosted Basic	SPTKHB	16	2700.00	43,200.00
<u>PROFESSIONAL DEVELOPMENT:</u>				
Align Tier I	PDA1	2	1750.00	3,500.00
Odyssey Basic	PDOVO	16	1750.00	28,000.00
Overview Onsite				
Odyssey Instructional	PDINC	16	1750.00	28,000.00
Coaching Onsite				
<u>PROCESSING FEE:</u>				
Processing Fee	SHIP	16	50.00	800.00
GRAND TOTAL:				\$183,500.00

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
Compass Learning Inc.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of April, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and Compass Learning Inc. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin April 1, 2013 and end June 30, 2014. Software Licenses are owned by The School Board in perpetuity. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. Scope of Work: The scope of work is outlined in SO-086260 labeled as Attachment A.
Compass Learning Odyssey is a proven, Florida and Common Core standards-aligned student achievement program. The program combines scientifically-based curricula, assessment and performance outcome measures, data-driven instruction systems, and professional development to create programs customized to the district's needs. The program can provide a Pre/Post Test and automatically prescribe an individualized learning path of activities based on non-mastered objectives.
The following items are included in the purchase price for the 16 sites listed in Attachment A:
 - A perpetual unlimited user site license for Geometry and Biology
 - Hosting, Maintenance, Updates and Enhancements, and Technical Support for annual term noted in Attachment A
 - Two onsite training days per site as well as district level custom Alignment services
3. Compensation: The School Board agrees to pay the Contractor \$183,500.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Title II, Part A grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made- net thirty (30) days following the close of each order.
 - b) Contractor will submit invoices within 30 days following the close of each order.
 - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact prior to payment by the School Board.
 - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
 - g) Execution of this Agreement shall indicate approval.

4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.
6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party. In the event of termination, the School Board agrees to pay for all goods and services received prior to termination date.
 - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
8. Intellectual Properties: The Contractor is the owner of the Software and other components of the Services or otherwise has the right to grant to the School Board the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by the Contractor. All student data and reporting produced shall remain sole property of the School Board. All source code and intellectual property shall remain sole property of the Contractor.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.

10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.
14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Lisa Dreyer, Senior Account Executive

Mailing Address:
Compass Learning
203 Colorado St.
Austin, TX 78701
ldreyer@compasslearning.com

Board Project Contact: Rose Mack and Andrew Oyer,
Program Managers (6-12 Mathematics and Science Specialists)

Mailing Address:
301 4th Street SW
Largo, FL 33770

Board Administrative Contact: William Lawrence,

Associate Superintendent Curriculum and Instruction

Mailing Address:

P.O. Box 2942

Largo, FL 33779-2942

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
16. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
17. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
18. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
19. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
20. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.

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IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

Witnesses:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Carol Cook
Chairperson

Date: _____

Attest: _____
Michael A. Grego, Ed.D., Superintendent

Date: _____


Witness:

Compass Learning Inc.

By: Gina Rivera, Director Business Administration
Compass Learning Inc.

Date: _____

Approved as to Form:



Office of School Board Attorney

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: April 9, 2013

Bid File No: 13-205-210-SS

Bid File Title: Sole Source On-Line
Learning System

Contract Period: 2/17/13 thru 2/16/14

☐ N/A - One Time Purchase

Contract Value: \$ 51,800.00

Contract Type: ☐ Estimated ☒ Firm, Fixed ☐ Firm, Fixed ☐ Firm, Fixed
 Dollar Amount Dollar Amount Unit Prices Fees or Discounts

*** Rationale/Reason**

The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in this system.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: PTEC Clearwater &
PTEC St Petersburg

Title: Director, Purchasing Department

Requested By: Mark Erickson

Buyer: Jaime Haney

Title: Director, PTEC Clearwater Campus

Recommended award by vendor as follows:

BLACKBOARD, INC. V-30512

Provide on-line learning management system.

One year LMS License and Application Hosting services:

Software Licenses; Angel AHS for LMS, one-year. \$29,400.00

Application Hosting; Angel LMS He 2000 Users, one-year. \$22,400.00

TOTAL \$51,800.00