

PURCHASING AGENDA SUMMARY

June 11, 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>
13-330-289-CB	Fencing Chain Link & Miscellaneous	CB	35 mos.	County Wide Mike Guild	Various	Various	Smith Industries, Inc.	1,800,000.00	1,800,000.00 (estimate)	<i>Rationale:</i> Co-operative bid with Pinellas County BOCC Contract#123-0148-B (LN).
13-205-244-DN	Apple Inc. Computers, 3 rd Party Hardware, Software & Peripherals	DN	1 yr.	T.I.S. Dept. Norm Kelton	Various	Various	Apple, Inc.	3,000,000.00	3,000,000.00 (estimate)	
13-155-226	Relocatable Classrooms: Lease & Purchase	LRB	2 yrs.	County Wide Rodger Williams	Various	Various	Mod Space Corporation, Williams Scotsman, Mobile Modular Management, Corp. Modular Space Corporation, M Space Holdings, LLC	Unknown	3,000,000.00 (estimate)	
13-968-234	Roofing Systems Replacement & Remodel Locker Rooms	LRB	N/A	Madeira Beach Fundamental School Rich Gauvey	0379/2261	3500/3038	Eveland Brothers, Inc.	966,161.00	966,161.00	

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

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13-968-248	Repaint Interior Buildings	LRB	N/A	John Hopkins M/S Wayne LaFleur	0372/4061	3000/3005	Keystone Painting, Inc.	276,000.00	276,000.00	
13-968-241	Parking Lot & Parent Pick-Up Improvements	LRB	N/A	Marjorie Rawlings E/S Nick Hriciga	0379/4351 0379/4351	3500/3004 3500/3038	Caladesi Construction Co.	231,420.00	231,420.00	
13-968-252	Pre-Purchased Chiller Installation	LRB	N/A	Lakewood H/S Cliff Powers	0378/2031	3500/3001	Air Mechanical & Service Corporation	153,426.00	153,426.00	
13-600-229	Calculators, Hand-Held	LRB	N/A	Secondary Math Dept. Rose Mack	0373/5350	9615/3299	Valley Business Machines	137,498.36	137,498.36	
13-285-218	Mobile Generator Package	LRB	N/A	Maintenance Dept. Rodger Williams	0371/5370	3000/3038	Zabatt, Inc.	123,993.00	123,993.00	
13-545-242	Machinery: CNC Lathe and Mill	LRB	N/A	PTEC Clearwater Robert Hawkins	0150/4541	9901	Haas Factory Outlet	113,715.00	113,715.00	
13-154-153	Ceiling Tile and Accessories	LRB	1 yr.	Maintenance Dept. Ronald Bacher	0100/5370		Acousti Engineering Co. of Florida	100,000.00	100,000.00 (estimate)	

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13-285-217	Hand Dryers, Electric	LRB	1 yr.	Maintenance Dept. Mike Rossignol	0100/5370		Electric Supply. Inc.	90,000.00	90,000.00 (estimate)	
13-968-255	Pre-Purchased Cooler/Freezer Installation	LRB	N/A	Clearwater Fundamental M/S Cliff Powers	0373/0731	3500/3025	Grosz Construction Co. Inc.	89,000.00	89,000.00	
13-968-235	Earth Berm Removal & Stucco Walls	LRB	N/A	Curlew Creek E/S Nick Hriciga	0373/0851	3500/3006	R. Krueger Construction, Inc.	79,625.00	79,625.00	
13-968-256	Pre-Purchased Cooler/Freezer Installation	LRB	N/A	Anona E/S Cliff Powers	0373/0051	3500/3025	Grosz Construction Co. Inc.	79,000.00	79,000.00	
13-490-227	Elementary Science Labs	LRB	N/A	Elementary Science Dept. Julie Poth	0434/5130	Y105	Frey Scientific	65,580.60	65,580.60	
13-968-254	Pre-Purchased Cooler/Freezer Installation	LRB	N/A	Madeira Beach Fundamental School Cliff Powers	0373/2261	3500/3025	Grosz Construction Co. Inc.	43,000.00	43,000.00	

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13-490-305-PB	Fisher Science Labware Supplies and Equipment	PB	2 years	Countywide Pam Moore	Various	Various	Fisher Scientific	480,000.00	480,000.00 (estimate)	<i>Rationale:</i> Piggy Backing US Communities/Hartford County Public Schools, Maryland RFP # 08-04026.
13-961-304-PB	Virtual Instruction Program	PB	1 yr.	Academic Computing Pat Lusher	0100/7001	1181	Calvert Education Services LLC	132,000.00	132,000.00 (estimate)	<i>Rationale:</i> Piggy-back School Board of Brevard County ITN #11004/JO.
13-192-294-PB	Food Service Sanitation Program	PB	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	QVS, Inc.	100,000.00	100,000.00 (estimate)	<i>Rationale:</i> Piggy-Backing Hillsborough County Public Schools Bid #11073-DST.
13-165-295-PB	Food Service, Large Equipment	PB	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Designs, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc.	Unknown	75,000.00 (estimate)	<i>Rationale:</i> Piggy-backing Marion County School Board Bid #3445AH.

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13-968-296-PS	Asbestos NESHAP Demolition/ Renovation Survey	PS	N/A	Largo H/S Bill Robinson	0373/2081	3000/3018	Apollo Environmental, Inc.	88,000.00	88,000.00	
13-948-288-PS	Professional Nursing Services	PS	1 yr.	School Health Dept. Sara O'Toole	0100/5530	9902	Maxim Healthcare Services, Inc.	62,000.00	62,000.00 (estimate)	
12-640-210-RA	Cafeteria Paper & Supply Products	RA	2 wks.	Food Service Dept. Art Dunham	0410/5470	9502	Peninsular Paper Company	1,400,000.00	1,400,000.00 (revised estimate)	<i>Rationale:</i> The revised contract value board approved on February 26, 2013 was \$1,300,000.00. An additional \$100,000.00 is needed in order to fulfill orders through the end of the contract period and start the summer programs.

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13-060-156	Motor Vehicle Filters	REJ		Vehicle Maintenance Dept. Wade Hutchins						<i>Rationale:</i> Highest average discount award criteria did not afford the district its lowest net cost overall. Award criteria to be revised and the contract re-bid.
13-968-245	Drainage Improvements Phase 2B	REJ	N/A	Countryside H/S Manda Rahgozar						<i>Rationale:</i> All bids received were over budgetary limits. The scope of work will be re-evaluated and project will be re-bid.

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13-497-246	Landscaping Materials	REJ	N/A	County Wide Mike Guild						<i>Rationale:</i> Bids were not received for ten out of fifteen categories on the bid. Prior to re-bidding this contract, vendors will be contacted as to the reason why bids were not submitted and corrective action will be taken to increase competition.
13-340-290-RN	Fire Alarm Systems: Test, Inspection, Repair, Install and Internet Monitoring	RN	5 yrs.	County Wide Rodger Williams	Various	Various	Integrated Systems of Florida, Inc. K.C. Fire Systems, Inc. SAI, Inc.	Unknown	1,000,000.00 (estimate)	

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13-376- 240-RN	Beverage Vending	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Coca-Cola Refreshments, USA, Inc. Pepsi Bottling Group Nestle Waters North America AZ Southeast Distributors, LLC	Unknown	500,000.00 (estimate)	
13-375- 239-RN	Bread Products	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Flowers Baking Company of Bradenton, LLC	400,000.00	400,000.00 (estimate)	
13-630- 243-RN	Paint & Sundries	RN	1 yr	Maintenance Dept. Rodger Williams	0100/5370		Dyco Paints, Inc. The Sherwin Williams Company	Unknown	350,000.00 (estimate)	
13-380- 233-RN	Ice Cream Products	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Blue Bell Creameries, LP	200,000.00	200,000.00 (estimate)	
13-946- 237-RN	Armored Car Service	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Dunbar Armored, Inc.	140,000.00	140,000.00 (estimate)	

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13-165-238-RN	Refrigerated Self-Service Drop-In Counter Case	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Thompson & Little, Inc.	60,000.00	60,000.00 (estimate)	
13-445-186-RN	Hand Tools, Non-Powered	RN	1 yr	Maintenance Dept. Rodger Williams	0100/5370		AA Casey Co. Applied Industrial Technologies Dixie, Inc. Elizabeth Industrial HD Supply Power Solutions LTD Jim & Slim's Tool Supply MSC Industrial Supply, Co.	Unknown	55,000.00 (estimate)	
13-962-266-RN	Travel Management Services	RN	1 yr.	County Wide Cathy Davidson	Various	Various	Bowen Keppie Travel Carlson Maritime Travel	Unknown	50,000.00 (estimate)	
13-962-291-RN	Water Softeners: Treatment, Parts, & Service	RN	1 yr.	Maintenance Dept. Rodger Williams	0100/5370	2901/6003	On Tap Water Treatment	40,000.00	40,000.00 (estimate)	

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13-205-301-RN	Software Maintenance	RN	1 yr.	T.I.S. Dept. Robert Liles	0100/5140	2150	Core Education & Consulting	27,500.00	27,500.00	
13-485-262-RN	Dust Mops, Microfiber	RN	1 yr.	Warehouse Dept. Doug Abbott	0100/5800		Gem Supply Company, Inc.	20,000.00	20,000.00 (estimate)	
13-155-292-RN	Storage Trailer & Container Rentals	RN	1 yr.	County Wide Rodger Williams	Various	Various	Mobile Modular Management Corporation	15,000.00	15,000.00 (estimate)	
13-205-300-SS	Sole Source Food Service Accountability & Management System	SS	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	MCS Software	108,467.38	108,467.38	<i>Rationale:</i> MCS Software is the sole provider of products and services licensed under MCS Software.
13-480-303-SS	Sole Source Hands-On STEM Summer Workshop	SS	N/A	Lakewood E/S Cynthia Kidd	0420/2021	A673	Science Center of Pinellas	82,000.00	82,000.00	<i>Rationale:</i> This vendor offers proprietary workshops on STEM education and may not be used outside of the Science Center.

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13-205-287-SS	Sole Source Software	SS	N/A	Elementary Mathematics Dept. Laurel Rotter	0420/5380	A630	Mind Research Institute	72,000.00	72,000.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for this software.
13-880-298-SS	Sole Source Language Lab Maintenance	SS	1 yr.	County Wide Norm Kelton	0100/5140	2150	Stevens Learning Systems, Inc.	60,200.00	60,200.00	<i>Rationale:</i> Vendor is the manufacturer of the Renaissance 2200 Language Lab System and is the only source for the purchase of the system as well as the only provider of warranty and after-warranty service.

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13-931-293-SS	Sole Source POS Equipment Repair & Service	SS	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Pen-Tech, Inc.	50,000.00	50,000.00 (estimate)	<i>Rationale:</i> This vendor is the only authorized provider for service and parts for POS all in one computers.
13-205-281-SS	Sole Source Video-On- Demand Subscription	SS	1 yr.	PreK-12 Library Media Dept. Bonnie Kelley	0100/5140	2150/4149	Facts on File, Inc.	49,843.29	49,843.29	<i>Rationale:</i> The vendor is the sole source distributor of this software.
13-205-302-SS	Sole Source Software License & Maintenance	SS	1 yr.	Transportation Dept. Bob Liles	0100/5140	2150	Education Logistics Inc.	34,469.00	34,469.00	<i>Rationale:</i> The vendor is the developer and sole distributor of this software.

***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

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-330-289-CB

Bid Title: Fencing: Chain Link & Misc. Installed

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: 6/11/13 thru 6/10/16

☐ N/A - One Time Purchase

Contract Value: \$ 1,800,000.00

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	2 - year	

* **Rationale/Reason**

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

Co-operative bid with Pinellas Board of County Commissioners bid # 123-0148-B(LN).

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)

SMITH FENCE COMPANY (V-2054)

The work shall consist of furnishing all materials, labor, tools, equipment and supervision required to install fencing County Wide.

<u>Description</u>	<u>Unit Price</u>
<u>GROUP 1 - Chain Link Fence Fabric, with 1.2 oz. zinc coating per square foot of surface, ASTM Standards.</u>	
4'-0" with line posts & top rails	\$8.00 LF
6'-0" with line posts & top rails	10.50 LF
6'-0" with tension wire	8.50 LF
6'-0" with top rail & 3 strands of barbed wire	11.25 LF
7'-0" with line posts & top rails	12.50 LF
8'-0" with line posts & top rails	14.75 LF
10'-0" with line posts & top rails	17.65 LF
12'-0" with line posts & top rails	21.50 LF
Ground Rods, Copper, 5/8" x 8'	50.00 EA
Discount off of all items not listed above	5%
<u>GROUP 2 - End & Corner Posts, complete with braces per specifications.</u>	
4' End posts	39.00 EA
4' Pull posts	32.50 EA
4' Corner posts	48.25 EA
6' End posts	45.00 EA
6' Pull posts	38.00 EA
6' Corner Posts	56.00EA
7' End posts	82.00 EA
7' Pull posts	43.00 EA
7' Corner posts	123.00 EA
8' End posts	108.00 EA
8' Pull posts	64.00 EA
8' Corner posts	155.00 EA
10'-0" Pull posts	135.00 EA
10'-0" Corner posts	180.00 EA
12'-0" End posts	162.00 EA
12'-0" Pull posts	98.00 EA
12'-0" Corner posts	215.00 EA
Welded Plate to Post w/ anchors, include hardware	25.00 EA
Discount off of all items not listed above	5%

GROUP 3-A - Gates, including posts and hardware for 4'0" fence per specifications.

Unit Price

24' Rolling gate	766.00 EA
20' Rolling gate	692.00 EA
18' Rolling gate	610.00 EA
16' Rolling gate	573.00 EA
14' Rolling gate	564.00 EA
12' Rolling gate	462.00 EA
10' Rolling gate	425.00 EA
16' Cantilever gate	1151.00 EA
24' Cantilever gate	1360.00 EA
12' Single swing gate	431.00 EA
10' Single swing gate	376.00 EA
8' Single swing gate	323.00 EA
6' Single swing gate	243.00 EA
4' Single swing gate	190.00 EA
Discount off of all items not listed above	5 %

GROUP 3-B - Gates, including posts and hardware for 6'0" fence per specifications.

24' Rolling gate	729.00 EA
20' Rolling gate	662.00 EA
18' Rolling gate	583.00 EA
16' Rolling gate	547.00 EA
14' Rolling gate	514.00 EA
12' Rolling gate	445.00 EA
10' Rolling gate	411.00 EA
16' Cantilever gate	1118.00 EA
20' Cantilever gate	1,248.00 EA
12' Single swing gate	393.00 EA
10' Single swing gate	345.00 EA
8' Single swing gate	274.00 EA
6' Single swing gate	225.00 EA
4' Single swing gate	161.00EA
20' Slide gate	662.00 EA
Discount off of all items not listed above	5%

GROUP 3-C - Gates, including posts and hardware for 7'0" fence per specifications.

Unit Price

24' Rolling gate	766.00 EA
20' Rolling gate	692.00 EA
18' Rolling gate	610.00 EA
16' Rolling gate	573.00 EA
14' Rolling gate	564.00 EA
12' Rolling gate	462.00 EA
10' Rolling gate	425.00 EA
16' Cantilever gate	1,151.00 EA
24' Cantilever gate	1,360.00 EA
12' Single swing gate	431.00 EA
10' Single swing gate	376.00 EA
8' Single swing gate	323.00 EA
6' Single swing gate	243.00 EA
4' Single swing gate	190.00 EA
Discount off of all items not listed above	5%

GROUP 3-D - Gates, including posts and hardware for 8'0" fence per specifications.

24' Rolling gate	895.00 EA
20' Rolling gate	806.00 EA
18' Rolling gate	713.00 EA
16' Rolling gate	668.00 EA
14' Rolling gate	625.00 EA
12' Rolling gate	542.00 EA
10' Rolling gate	498.00 EA
16' Cantilever gate	1,180.00 EA
24' Cantilever gate	1,488.00 EA
12' Single swing gate	506.00 EA
10' Single swing gate	442.00 EA
8' Single swing gate	377.00 EA
6' Single swing gate	282.00 EA
4' Single swing gate	216.00 EA
Discount off of all items not listed above	5%

<u>GROUP 3-E - Gates, including posts and hardware for 12'0" fence per specifications.</u>	<u>Unit Price</u>
24' Rolling gate	1,060.00 EA
20' Rolling gate	939.00 EA
18' Rolling gate	840.00 EA
16' Rolling gate	775.00 EA
14' Rolling gate	715.00 EA
12' Rolling gate	621.00 EA
10' Rolling gate	560.00 EA
16' Cantilever gate	1,245.00 EA
24' Cantilever gate	1,554.00 EA
12' Single swing gate	686.00 EA
10' Single swing gate	596.00 EA
8' Single swing gate	505.00 EA
6' Single swing gate	379.00 EA
4' Single swing gate	288.00 EA
Wheel Assembly 5," for roll gate w/ hardware	23.00 EA
Wheel Assembly, 8," for roll gate w/ hardware	35.00 EA
Discount off of all items not listed above	5%
<u>GROUP 4-Removal of old fence up to and including 6' high</u>	
Removal of Old Fence	1.00 LF
<u>GROUP 5- Temporary Fence</u>	
Labor and materials to install & remove temporary fencing	2.00 LF
<u>GROUP 6- Remove & reinstall floor to ceiling fencing</u>	
6' to 8' chain link fence	1.20 LF
10' to 15' chain link fence	1.80 LF
16' to 20' chain link fence	2.00 LF
Discount off of all items not listed above	5%
<u>GROUP 7- Additional Fencing Materials</u>	
6' Privacy Fencing Material, PDS Vinyl slat or aluminum padded webbing	7.05 LF
6' Wood Stockade (Pressure treated pine)	10.50 LF
4' Field Fence (FDOT specifications)	3.30 LF
Razor Wire, 30"	286.00 /50" Roll
Roller Chain, #40 Steel	4.50 LF
Discount off of all items not listed above	5%
<u>GROUP 8- Pipe Handrail (Steel & Aluminum)</u>	
3 Rail Steel Handrail	31.00 LF
3 Rail Aluminum	30.50 LF
2 Rail Steel	25.75 LF

2 Rail Aluminum	25.50 LF
Replace 3 Rail Steel Handrail	35.50 LF
Replace 3 Rail Aluminum	35.00 LF
Replace 2 Rail Steel	29.75 LF
Replace 2 Rail Aluminum	29.50 LF
Discount off of all items not listed above	5%

GROUP 9- Vinyl Fencing, Posts, Top Rails, Corner Post (Various Colors)

Unit Price

4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1.20 LF
6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1.80 LF
8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	2.40 LF
4' Vinyl Coated fence system w/line post & top rail	10.50 LF
4' Vinyl Coated fence system w/o top rail	7.75 LF
6' Vinyl Coated fence system w/line post & top rail	13.95 LF
8' Vinyl Coated fence system w/line post & top rail	19.25 LF
4' Vinyl Coated end-pull-corner post	60.00 EA
6' Vinyl Coated end-pull-corner post	82.00 EA
8' Vinyl Coated end-pull-corner post	238.00 EA
6' White PVC tongue and grove fence	16.95 LF
4' x 4' Single vinyl coated gate	153.00 EA
6' x 6' Single vinyl coated gate	208.00 EA
4' x 8' Single vinyl coated gate	247.00 EA
6' x 4' Single vinyl coated gate	201.00 EA
6' x 6' Single vinyl coated gate	281.00 EA
6' x 8' Single vinyl coated gate	340.00 EA
8' x 4' Single vinyl coated gate	270.00 EA
8' x 6' Single vinyl coated gate	352.00 EA
8' x 8' Single vinyl coated gate	460.00 EA
4' x 6' White PVC gate w/gate post and hardware	800.00 EA
5' x 6' White PVC gate w/gate post and hardware	850.00 EA
6' x 6' White PVC gate w/gate post and hardware	900.00 EA
6 x 10' White PVC gate w/swing	1025.00 EA
Discount off of all items not listed above	5%

GROUP 10 Installation and removal of fencing (2 men crew w/tools)

Hourly rate charge Monday thru Friday straight time	90.00 HR
Hourly rate charge Monday thru Friday overtime	135.00 HR
Hourly rate charge Holidays	135.00 HR

GROUP 11- Repair and replacement of fencing (2 men crew w/tools)

Hourly rate charge	90.00 HR
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Additional Clearing per Hour

Clearing with Mower	150.00 HR
Clearing with Bush Hog	180.00 HR

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-205-244-DN

Bid Title: Apple Inc® Computers, 3rd Party Hardware, Software & Peripherals

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: 7/01/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 3,000.000.00

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
	6-months	- 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: County Wide

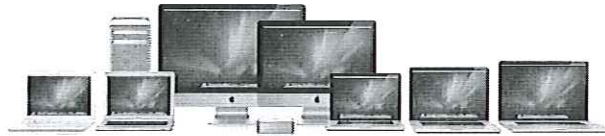
Requested By: Norman Kelton
Title: Assistant Supt, Technology and Information Systems

Buyer: Mark Shuman, CPPO, CPPB

Recommended award by vendor as follows:

APPLE, INC.

Deliver Apple Inc® Computers, 3rd Party Hardware, Software & Peripherals per the terms and conditions set forth in the agreement. All items listed in Apple's Retail Price List and Online Apple® Store will be available for purchase under this agreement. Pricing will be based upon a 0 % discount off the Apple® K-12 Education & Government Price List and the Online Apple® Store for Education webpage.



***APPLE INC[®] COMPUTERS, 3rd PARTY HARDWARE,
SOFTWARE & PERIPHERALS***

Direct Negotiated Agreement #13-205-244-DN



GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09

1. PREPARATION OF BIDS:

- a) **Bidder's Liability:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.
- b) **Submittal of Bids:** BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE. The return address label provided with your bid invitation packet should be affixed to the outside of your envelope identifying it as a sealed bid. Any company not responding to this request with either a bid or a "NO BID" may be removed from the active bidders list.
- c) **Receipt of Bids:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the purchasing department by the specified due date and time. **LATE BIDS WILL BE REJECTED!**
- d) **Minimum Required Documents:** The following documents must be returned with your bid proposal to be considered responsive:
 - i) Completed Invitation To Bid form with original signature. (page 1)
 - ii) Completed Bid Proposal form(s)
 - iii) All items checked required on Submittals Checklist form included with the bid.
- e) **Forms:** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the bidder may submit an attachment which will become part of the bid response. The Invitation to Bid Form 852-A must be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected. Telegraph, Facsimile (FAX) or e-mail bids will not be considered a sealed bid.
- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
 - i) Any item bid as an alternate which lacks sufficient descriptive literature or technical information to enable a

complete comparative analysis, may prevent its consideration.

- ii) If the bidder does not clearly state in their bid proposal that an item proposed is an alternate to that specified, the bidder must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.
- h) **Insurance Certificate:** When an insurance certificate is requested, the "Requested" box will be checked on the Submittals Checklist form included with the bid. Detailed specifications will be included in the "Insurance Specifications for Contractors" section of the bid.
- i) **Product Certification:** When product certification is requested, the bidder must submit a signed, notarized affidavit along with their bid attesting that the item meets all specifications requested.
- j) **Proposal Organization:** Bidders are expected to organize their bid proposals in such a manner as to facilitate the evaluation process. Bid proposals should be keyed or indexed to correspond with this bid solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the Invitation to Bid or Request for Proposal being addressed. District staff will make a reasonable effort to locate information in the bid proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your bid proposal.

2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed to the buyer whose name appears on the front of the Invitation To Bid form or to individuals specifically named in the Special Conditions or Personnel Matrix sections of the bid. The buyer will assist vendors and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary. Requests for interpretation of the bid or additional information should be communicated to the buyer in writing no later than seven (7) working days prior to the scheduled bid opening date. Requests for information relating to bids in process will be addressed without delay when such information has a material effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, lists of vendors solicited, prebid conference attendees, firms who have picked up plans and specifications, historical bid data or bid tabulations within (48) hours from receipt of a request. Vendors are encouraged to visit our Web site at the address shown below to obtain this information, or it may be obtained in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the Invitation to Bid form to allow him or her ample time to compile the information for you before you arrive. If you have Internet access, the following information is available from the Web sites listed below 24 hours per day, 7 days per week.. :

Go to <https://vendorapp.pinellas.k12.fl.us> to obtain:

- A copy of a bid packet for a contract or project currently out for bid and any associated addenda (This is a secured site and you must be registered in NovusVendor to access these documents. Contact the purchasing department if you need assistance with the registration process.)

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09

Go to www.pcsb.org/purch to obtain:

- The last price paid for an item(s) currently out for bid (when applicable);
- Historical bid results;
- A listing of bids scheduled for award at the next School Board meeting;
- Historical bid award information;
- A copy of a W-9 Form;
- A listing of departmental personnel, with job titles, phone numbers and e-mail addresses;
- A listing of buyers and their commodity assignments.
- A listing of prebid conference attendees.

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:

A bid (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the bid opening, nor may a bid (or amendment thereto) which has already been opened in public be withdrawn by the bidder for a period of sixty (60) calendar days after the bid opening date and time, unless authorized by the purchasing department. By written request to the purchasing department, the bidder may withdraw from the bid process and ask to have their sealed bid proposal returned at any time prior to the closing date and time for the receipt of bid proposals.

4. AMENDMENT & CANCELLATION:

The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of a bid or request for proposal, at any time.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

The district expressly prohibits bidders from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid. The only exception to this rule would be for items which bear product logos and other forms of advertising specifically intended for promotional purposes.

6. QUALIFICATIONS OF BIDDER:

Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any bid proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the bidder, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

Student record information may be provided to vendors to enable them to respond to a sealed bid invitation or to a request for proposals, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION:

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

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

The district reserves the right to retain all copies of bidders' proposals and associated documentation submitted. Under Chapter 119 F.S., (Florida's Public Records Law) sealed bids or proposals received by the district pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 10 days after the bid or proposal opening, whichever is earlier. If a vendor feels that public scrutiny of certain information contained in its bid proposal could be detrimental to its business, the vendor should identify the specific information in question and cite the governing statute and section which exempts such material from public scrutiny. A general statement to hold its entire proposal in confidence will not be honored. If the information in question does not qualify for an exemption under Chapter 119 F.S., the vendor will have the option of withdrawing its request for confidentiality or withdrawing its entire bid proposal.

10. SUBCONTRACTING:

The bidder must describe in their bid proposal, all responsibilities that the bidder anticipates assigning or subcontracting, identify all the subcontractors and also describe how the bidder will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133 (d), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY 3 for a period of 36 months from the date of being placed on the convicted vendor list".

12. PROPOSAL PREPARATION COSTS:

The costs to develop the bid proposal are entirely the responsibility of the bidder, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the bidder's personnel assigned to prepare the bidder's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the bidder in preparing their bid proposal.

13. VARIANCE TO BID DOCUMENTS:

For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the bidder's proposal, it shall be construed that the bid proposal submitted fully complies in every respect with the bid documents.

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09

14. ADDENDA TO BIDS IN PROCESS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* will be documented and communicated to bidders only by written addenda. Verbal responses to bidders' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the **Addendum Acknowledgement Form** or by returning a copy of the signed addendum along with your bid proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Telegraph, facsimile or e-mail acknowledgements of addenda will not be accepted.

15. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

The purchasing department reserves the right to reject all bids and purchase from State contracts or FDOE contracts if to do so represents the best interests of the district.

16. SAFETY REQUIREMENTS:

All items bid must comply with ALL applicable safety standards set by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this bid. All electrically operated equipment shall be UL[®] rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

17. MATERIAL SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to: Pinellas County School Board Risk Management Department, Attention Safety & Loss Coordinator, 301 Fourth Street S.W., Largo, FL 33770-3536.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

The purchasing department will seek alternative bids, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION:

The purchasing department reserves the right to request a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true, and that all products bid meet or exceed the specifications stated in the bid documents.

20. BID QUANTITIES:

Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

21. METHODS OF AWARD:

- a) **"By Item"**: Each item in the bid will be awarded individually to the lowest responsive and responsible bidder.
- b) **"All or None by Group, Section or Category"**: The bid will be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible bidder in total. Bidders are required to bid all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After bids are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, if it is in the best interests of the district.
- c) **"All or None"** in total.
- d) **"Primary & Secondary Suppliers or Contractors"**. The bid is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible bidders.
- e) **"Rotating Short List of Contractors"**. The bid is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the bid documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

22. DELIVERY LEAD TIME:

Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the bidder has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES:

Purchases are exempt from ALL Federal excise and most State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE:

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. BID SAMPLES:

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The bidder shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to: performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the bid in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS:

Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining low bid.

27. TIE BIDS:

Prompt payment discounts offered by bidders will be considered to break tie bids. If all other factors are equal and no prompt payment discounts are offered, preference will be given to a Florida resident vendor over an out-of-state vendor. If all vendors are Florida residents, a Pinellas County vendor will receive preference; if there is no Pinellas County vendor, preference will be given to the one closest to the Pinellas County School Administration Building, based upon mileage data provided by Mapquest.com. If all vendors reside out-of-state or all reside within Pinellas County, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids, or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

28. ERRORS AND OMISSIONS:

In the event a clerical error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. A bidder will not be allowed to change any information contained in its bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the purchasing department (or "designee") may request written clarification from a bidder in order to confirm the district's interpretation of the bidder's response and to preclude the rejection of its bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

29. BASIS OF AWARD OF BIDS:

When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible bidder(s) to the Board. A "Responsive" Bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid. A Bidder who substitutes its standard terms and conditions for the district's, or who qualifies its bid in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" bidder is defined as one who is able to perform and satisfactorily fulfill the requirements

described in the invitation to bid or request for proposal. The district may apply all, or any part of the following criteria to measure a Bidder's degree of responsibility.

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- *Bonding capacity*
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the Superintendent will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid.

30. REJECTION OF BIDS:

A bid may be rejected by the purchasing department if it is non-responsive or the bidder is determined to be not responsible. A bid is not officially rejected until the School Board takes official action. The Board reserves the right to reject any or all bids received, but not for arbitrary or capricious reasons.

31. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on the purchasing department's Web site @ www.pcsb.org/purch. For those who do not have Internet access, the notice will also be posted in a conspicuous location in the purchasing office located at the Largo Administration Building, 301 4th Street S.W., Largo, Florida. The recommendation for award is not official until this notice is posted. Intent to Award Notices are normally posted on or about the Monday two weeks preceding the Board meeting when the bid is scheduled for award. See the "Key Events & Dates" section of the Special Conditions for specific information. Occasionally a supplemental posting may occur after the regular Monday posting if it is essential to include the bid on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all bidders.

32. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Copies of this procedure are included in the bid document and are also available @ www.pinellas.k12.fl.us/purch/bidaward.html or from the purchasing department at the Largo Administration Building

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Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

33. NOTIFICATION OF BID AWARD:

After the Board awards a bid, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the bidder to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. PRESS RELEASES AND PUBLICITY:

No announcements or news releases pertaining to the bidder's participation in this bid or the award of this contract shall be made by the bidder, its representatives or agents without authorization from the purchasing department.

36. POINT OF CONTACT:

The district will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

37. ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

38. LICENSES AND PERMITS:

The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

39. CONDITION OF ITEMS:

Unless otherwise specified in the **Special Conditions** section of the bid, all items requested must be **new**, the latest model manufactured, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid. Bids for "used, remanufactured or reconditioned" equipment or "blemis or seconds" will not be considered unless specifically requested in the bid documents.

40. INSPECTION:

The district reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process to verify compliance with bid specifications.

41. PACKAGING:

All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Bidders are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

42. PATENTS AND COPYRIGHTS:

The bidder agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including without limitation attorneys' fees and costs, for use of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished or used in performance of the contract for which the contractor is not the patentee, assignee or licensee.

43. INSURANCE AND INDEMNIFICATION: The bidder agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including attorneys' fees and costs, which arise out of or relate in whole or in part to any act or omission on the part of the bidder, its agents, employees, or representatives, or to any bidder furnished goods or services, except to the extent that such claim or liability is attributable solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board, and will, at the request of the Board, supply certificates evidencing such coverage.

44. STANDARDS OF CONDUCT

Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors.

45. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid without prior

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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 district reserves the right to purchase on the open market while negotiations are being conducted.

46. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the bid specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers are included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

47. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered D.O.A. and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification.

48. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that merchandise should be returned in the original factory sealed carton whenever possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

49. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced.

To ensure timely payment, all original invoices should be submitted to the *Accounts Payable Department, Pinellas County School Board, PO Box 2942, Largo, FL., 33779-2942*. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if requested, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a **SCHOOL** purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.**

50. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause which shall include without limitation the failure of the vendor to comply with any provision of this contract. Prior to the district terminating a contract, the Director of Purchasing will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, it is determined that sufficient grounds exist to declare the vendor in default, the Superintendent (or designee) shall provide the vendor written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. If the nature and scope of the breach would allow for a cure within 10 days, the notice shall inform the vendor of its right to cure the default within the ten (10) days following receipt of the notice. If the breach is not cured within said 10 day period, the Superintendent (or "designee") shall serve a written notice of termination on the vendor, which shall become effective upon the vendor's receipt of such notice. The failure of either party to exercise its rights shall not be considered a waiver of such rights in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor.

If bid performance security was required with the bid, the district may elect to execute the performance security as liquidated damages. If bid performance security was not required, the bidder shall pay to the district, as liquidated damages, an amount equal to 5% of the total estimated value of the item(s) in question or \$25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A vendor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the district for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active bidders list.

51. RENEWAL OF BIDS:

Unless otherwise specified in the **Special Conditions** section, bids may be renewed for one (1) term equal to the original bid term, or for two (2) successive one (1) year periods, whichever is greater, under similar terms, conditions and specifications as the original bid.

52. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly

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pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

L. 94-163, 89 Stat. 871). (Applies only if checked on **Invitation to Bid** form, page 1)

53. EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):

All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees). (Applies only if checked on **Invitation to Bid** form, page 1).

54. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies only if checked on **Invitation to Bid** form, page 1).

55. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation). (Applies only if checked on **Invitation to Bid** form, page 1).

56. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)):

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies only if checked on **Invitation to Bid** form, page 1).

57. RECORDS RETENTION (34 CFR 80.36(i)(11)):

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed. (Applies only if checked on **Invitation to Bid** form, page 1)

58. CLEAN AIR ACT (34 CFR 80.36(i)(12)):

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000). (Applies only if checked on **Invitation to Bid** form, page 1).

59. ENERGY EFFICIENCY (34 CFR 80.36(i)(13)):

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.

60. VARIANCE IN CONDITION:

Any and all **Special Conditions** and specifications attached hereto which vary from these **GENERAL TERMS and CONDITIONS**, shall have precedence.

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SCOPE

The purpose and intent of this agreement are to establish negotiated net educational pricing methodology with *Apple Inc.*, hereinafter referred to as Contractor, for the purchase of *Apple*® computers, 3rd party hardware, software, & peripherals for delivery to all schools and departments. The pricing methodology will be explained later in this document. All agreed upon pricing methodology, terms and conditions shall remain firm for the period of this agreement as specified herein. *Apple* shall be required to provide the District with copies of the pricing updates as they occur.

CONTRACT PERIOD

The Contract Period shall commence on July 1, 2013, and end June 30, 2014. CONTRACT VALUE

This agreement is valued at approximately **\$3,000,000** for the **one-year contract period**, excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

AWARD

This agreement will be between the Pinellas County School Board (hereinafter referred to as "district") and Contractor and will grant the Contractor the right to sell and install any items which appear on its published price lists and its online store in accordance with the terms and conditions contained in this agreement.

PERFORMANCE EVALUATION

At least 90 days prior to July 1st of each year, the Contractor's performance since July 1st of the previous year will be evaluated and a meeting scheduled to determine if the agreement should continue for the next fiscal year. The Contractor's failure to comply with any of the bid terms and conditions after having been served notice to comply will constitute a breach of contract and cause to terminate this agreement prematurely. At any time during this agreement, should the District find the Contractor's performance unsatisfactory, the District will notify the Contractor in writing explaining specifically how the Contractor has breached its contract with the district in accordance with paragraph 51 of the General Terms & Conditions. Contractor will have the opportunity to correct any identified deficiencies to the satisfaction of the district. If Contractor cannot provide satisfactory remedies, the district may elect to initiate contract termination proceedings.

FISCAL NON-APPROPRIATIONS CLAUSE

In the event of termination of contract for non-appropriation, all outstanding and unpaid invoices shall be accelerated so that payment will be due and payable as of the termination date.

E-RATE DISCOUNT PROGRAM

The Pinellas County School Board plans on participating in the Universal Service Program, otherwise referred to as the "E-Rate Discount" created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services. All or part of the services you provide under our agreement may qualify for the E-Rate program.

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PRODUCTS INCLUDED UNDER THIS AGREEMENT

This agreement shall make available for purchase any Contractor-branded products, including software and courseware for education, as well as any 3rd party products that the Contractor has authority to sell and that appear on the Contractor's published price lists or website. Other items may be added to this agreement by mutual consent between the Contractor and the District.

PROPRIETARY RIGHTS

The District acknowledges that Products often contain not only hardware but also software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. The District, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The district and Contractor may mutually agree to make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Contractor's control
2. The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be at the discretion of the district and the Contractor. Requests for adjustments will not be considered more than once in a 90-day period.

INSURANCE

Insurance is required of all Contractors who are awarded a contract with the District. See the attached *Insurance Specifications for Contractors* included with this agreement. Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

QUALITY

Any products purchased under this agreement must be new, the latest model, first quality, and be equal to or exceed the specifications listed in this agreement unless otherwise stated. During the warranty period, Contractor must **refund the purchase price**, repair or replace the **covered** unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment.

ITEM SUBSTITUTIONS & DISCONTINUATIONS

Clarification to General Terms and Conditions, #46 – Contractor accepts this provision however, Contractor-branded products are sole-source to the education market and not available on the open market from authorized resellers. Contractor will provide a copy of its sole source letter upon request from the District.

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EQUIPMENT DEAD ON ARRIVAL

Products that arrive dead-on-arrival (DOA) are subject to Contractor's then current policy for receipt of DOA products. Products that arrive wholly inoperable are subject to Contractor Tech Support's determination of whether it is appropriate to offer the replacement or service option.

BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a vendor under contract with the school district **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this new law must be met in order for the School Board to contract with your company. For more information about how this new law may impact your business and answers to frequently asked questions, go to: www.pcsb.org/LunsfordFAQ.html .

To make an appointment to be screened by Pinellas County Schools, go to:
www.pcsb.org/jlahome.html

If you have already passed a Level II screening by another school district, go to:
www.pcsb.org/purch/html/lunsfordscreen.htm . Fill in the requested information and then submit. Your record will be checked on the Florida Department of Law Enforcement's shared-results website and you will be notified when to come in and receive a JLA identification card free of charge.

If Contractor/Vendor is awarded all or a portion of this bid, Contractor/Vendor hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and sub-contractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

FREIGHT TERMS

Title and risk of loss to all products will pass to Institution upon shipment from Contractor's shipping location. For products shipped pursuant to Contractor's standard practices in all but the last week of every Contractor fiscal quarter during the term of this agreement, Contractor will issue credits or replace products returned due to damage in transit or that are lost in transit. For products shipped pursuant to Contractor's standard practices in the last week of every Contractor fiscal quarter during the term of the agreement, Contractor will not issue credits or replace products returned due to damage in transit or that are lost in transit. Instead, Contractor will provide third-party insurance for damaged or lost products with the district named as the loss payee. When not shipping products pursuant to Contractor's standard practices but instead shipping via a carrier selected by the District, Contractor will not issue credits or replace products returned due to damage in transit or that are lost in transit.

SALES PROMOTIONS

It is understood that K-12 sales promotions may occur during the course of this agreement that will lower prices of some products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the normal net price established by this agreement. The District must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion. If we are not notified, a published advertisement can be supplied as proof. Prices for close-outs, discontinued items, free or distress products, liquidators, salvage stores, wholesalers and the like, will not be matched.

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RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION

Contractor accepts General Terms & Conditions #47 with clarification that deliveries will be subject to above freight terms paragraph.

PRICING

Upon approval of this agreement, literature and pricing information shall be provided to the District. Reductions in price shall apply to all future orders. The reductions shall remain in effect for the balance of the agreement term unless further reduced by the manufacturers. In the event price reductions are announced prior to the School Board's approval of this agreement, such price reductions shall be made available to the customer. This will not apply to temporary sales promotions.

Pricing for *Apple* Retail List and Online *Apple* Store for Education may be less than State of Florida contract pricing as outlined on the enclosed proposal form.

Pricing shall be based upon a discount from *Apple's* Government & Education Price List and Online *Apple* Store. *Apple* shall provide a list of products it is authorized to sell along with corresponding "discount off" price information. *Apple* shall provide net pricing showing how the customer's *net* price was derived in either hard copy form or an agreed upon electronic format. Pricing shall be updated no less than quarterly. Net prices shall be *Apple's* then-current published prices, less the District's applicable discount as listed on page 19.

Apple reserves the right to change published prices at any time for any reason. Quotations issued by *Apple* are valid for a period of thirty (30) calendar days from the date the quotation is issued.

As technology changes rapidly in the computer industry, with new products and revisions coming to market on a regular basis, *Apple's* policy shall be necessarily one of product update and revision. *Apple* may revise and discontinue products at any time without notice. In the event a product is discontinued, *Apple* will provide a unit of the same or greater functionality, providing the unit is available as part of *Apple's* standard product listing.

PRICE AUDITS

Apple's retail pricing will be available to the Purchasing Department via the Internet. The Purchasing Department will conduct random price audits to verify that the correct prices have been charged. Understanding that *Apple's* retail prices fluctuate, it is *Apple's* policy to bill at the prevailing price at the time of shipment if price for the same product is lower than reflected on the purchase order. It is further understood that discrepancies may occur between the original purchase order or amended purchase order total and the invoice total. Under no circumstances shall the invoice total ever exceed the original purchase order or amended purchase order total. Provided the invoice total is equal to or less than the original purchase order or amended purchase order total, it will be assumed that the District received the applicable contract discounts, even though the invoice and purchase order totals may not agree exactly.

It is also understood that there are instances that pricing is rounded to the nearest dollar.

BULK ORDERS

The Contractor must be willing to negotiate special lower volume pricing for large "bulk" orders, such as our annual technology refresh and other special programs. Consolidated purchase orders will be issued identifying each delivery location and submitted to the Contractor in one package along with a complete list of hardware and associated quantities to be delivered to each specific location. The refresh order is normally placed prior to the end of school (May) for installation prior to the beginning of the next school year (August).

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ADDITION & DELETION OF ITEMS

Any new items added to the Contractor's price list during the period of this agreement shall automatically be added to this agreement. Pricing methodology, terms and conditions shall be governed by the original approved negotiated agreement, unless subsequently renegotiated.

LOCAL SUPPORT

The Contractor must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District and be capable of installing large networks of (1000+) personal computers if called upon to do so by the District. The District prefers to use local Pinellas county-based resources, either Contractor-employed or through sub-contract to provide local support of this agreement. Sub-contractors must be pre-approved by the District. The District reserves the right to request a specific sub-contractor of its choice to partner with the Contractor to provide this support.

SERVICE REQUIREMENTS

1. An Apple-Authorized Service Provider may work with the District in order to use and/or interface with the District's ticketing system for problem reporting and service requests.
2. All efforts will be made to begin installation and set up within seven (7) working days after customer's receipt of product, however there may be unforeseen circumstances where additional days may be required. The Contractor (or sub-contractor) must contact end user via email or telephone to schedule such installation. The Contractor (or sub-contractor) will define a mutually acceptable notification process with customer to ensure complete receipt of product.
3. The Contractor must be prepared to provide a toll-free, technical support line for all the Contractor-branded products sold and installed, including operating systems. Onsite troubleshooting and problem diagnosis services may be available on a custom basis.
4. The Contractor must provide warranty support for all the Contractor-branded products sold or leased.
5. The Contractor will comply with all set up, installation and documentation standards and procedures as currently identified by District staff. Should these standards and procedures change in the future, the new standards and procedures will be based on mutual agreement between the Contractor and the District.
6. The Contractor will provide a representative and hardware for on-site demonstrations, and exhibits as requested.
7. Immediately upon approval of this agreement, the Contractor must provide an account representative directly responsible for Pinellas County Schools. The Contractor must also provide an inside sales representative to track order status and provide support to the outside sales representative assigned to our account. The assigned local support person shall be responsible to do the following:
 - Interact with and provide marketing support to the District's end-users on a daily basis.
 - Maintain regular communications with the inside corporate sales representative.
 - Provide quotations and spot pricing to end users and technical staff upon request within 2 business days.
 - Interact with manufacturers' representatives.
 - Have responsibility to coordinate and oversee that all the requirements of this agreement are met.
8. Parts must be available in sufficient supply to keep equipment purchased under this agreement in operational condition, either from the Contractor or from any third party, for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during the five (5) years, all parts ordered for repair shall be received within a maximum of thirty (30) days after receipt of order.
9. If requested by the customer, the Contractor must be prepared to provide a free demonstration of the equipment and software to acquaint the customer with its operation.
10. The Contractor shall provide education on the use and operation of hardware and software purchased.
11. The Contractor will provide online training and certification course offerings for any self-maintainer programs for at least ten district staff and at least one person per school at no cost to the district. Associated Exam Fees are as follows:
 - \$150 (USD) for each Apple certification exam (\$50 discount vouchers are available)
 - \$50 (USD) for each Apple recertification exam

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SERVICE REQUIREMENTS (continued)

12. The Contractor shall provide a minimum of ten on-site monthly update sessions each year for district staff. Topics will be decided by mutual agreement with the Contractor and the District based upon needs at no cost to the district.
13. At the time of install, the Contractor will be expected to make simple electrical connections to existing utilities to confirm that equipment is functioning properly. Under no circumstances will the Contractor be required to run new electrical service to the equipment.
14. The Contractor and District will be mutually responsible for scheduling installations. The Contractor will be responsible for all workmanship provided by the authorized service and installation providers.
15. The Contractor shall reinstall factory-installed software on hard drives that fail and are replaced during warranty. Apple will use reasonable efforts to reinstall the covered equipment's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in the covered equipment.
16. The Contractor shall provide means and facilitate the creation, maintenance, and use of software images for purchased or leased computer equipment.
17. The Contractor will provide client management software for each computer. The individual client portion of the management license is included on all new systems through our operating system (currently Snow Leopard). This client provides for district and/or school remote management when used in conjunction with Apple Remote Desktop Management software.
18. The Contractor will negotiate a fixed price Statement of Work (SOW) for all custom services required by the schools or district. SOW must be agreed to and signed prior to ordering the custom services."

BRIEFINGS

Technology briefings will consist of one per quarter, on-site, to include the Contractor's educational business partners with agendas aligned with system needs and objectives, to include in depth technical information and training. District Executive Staff briefings will be once per year at the Contractor's executive training facility or manufacturing facilities and include high level technical and instructional sessions. This is an option should Pinellas choose to attend.

STAFF PERSONAL PURCHASES

As part of this agreement, Contractor will provide academic pricing as outlined in *Apple's K-12 Education Individual Purchase Program* as listed on *Apple's K-12 Web page at www.Apple.com*. The Risk Management Department will be notified by email of any special offers so that staff will be notified through email of a website link or advertising flyer. The Contractor shall provide an on-line portal for staff to identify themselves, order equipment, software, or peripherals, in order to receive the discount.

TIME OF COMPLETION

All products shall be delivered within forty-five (45) business days after receipt of purchase order or notice to proceed from the District unless otherwise negotiated between the District and Contractor. Any known factors including vacation periods, abnormal lead-times, factory shutdowns, etc. that may prohibit compliance with this requirement should be clearly communicated to the District in advance.

WARRANTY

Apple will provide a one-year limited express warranty on its hardware products, and then offer the district the opportunity to elect to receive extended hardware repair service for an additional three years beyond the expiration of the warranty by purchasing the four-year AppleCare Protection Plan. Additionally, Apple will offer the four-year AppleCare Parts Agreement, should the district prefer to obtain extended coverage only for parts for an additional three years beyond the expiration of the warranty. For desktops and notebooks, the standard AppleCare Protection Plan term shall be four (4) years service. For notebooks, the standard AppleCare Protection Plan term shall provide four (4) years of depot repair via mail-in to the Apple repair facility. The AppleCare Protection Plan or AppleCare Parts Agreement must be purchased while the computer is covered by its one-year limited warranty.

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WARRANTY (continued)

The medium for Apple's provision of telephone, parts and labor support will be the AppleCare Protection Plan, which if selected and purchased by the District, provides onsite response by qualified technicians within two business days for all covered desktop computers products. For portable computers, the AppleCare Protection Plan repair strategy will be depot repair via mail-in to the Apple repair facility, for which a box will be dispatched to the site the next business day when ordered by 4 p.m. the preceding day. Apple agrees to accord the district the opportunity to service its own Apple Systems providing the district with the ability to respond with onsite technicians in its own regard, per the terms of our Self Servicing Account Program.

For all other Apple-branded products, the term shall be one (1) year with years two (2) three (3), and four (4) being parts only, unless otherwise requested. Apple's applicable AppleCare Protection Plans support agreements shall provide onsite response by qualified technicians within two business days with parts and labor covered for desktop computers and any covered peripherals, Apple mice, keyboards, Airport products and displays. AppleCare Parts Agreements alternatively will include parts only coverage to the same Apple mice, keyboards, Airport products and displays for the term of the attached CPU with that applicable four-year AppleCare Support Agreement.

Apple's warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Apple, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Apple.

This warranty shall not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a an Apple system after the system is shipped from Apple; accessories or parts that are not installed in the Apple factory; or 3rd Party products. All non-Apple-branded monitors, keyboards, and mice (including those sold through as 3rd party products) are not covered and will only carry the OEM's standard warranty.

Monitors, keyboards, and mice that are Apple-branded or that are included on Apple's standard price list will be covered under this warranty.

INSTRUCTION MANUALS & DOCUMENTS

The Contractor shall provide an original instruction manual in printed or electronic form with each product purchased. This information shall also be available on Contractor's web site at www.Apple.com.

EQUIPMENT DEAD-ON-ARRIVAL (DOA)

Products that arrive dead-on-arrival (DOA) are subject to Contractor's then current policy for receipt of DOA products. Products that arrive wholly inoperable are subject to Contractor Tech Support's determination of whether it is appropriate to offer the replacement or service option.

LEMON POLICY

Service incidents will be addressed and resolved with repair or replacement on a case-by-case basis upon diagnosis by AppleCare Technical Support within 30 days of notice by the district.

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, Winter and Spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

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BUSINESS HOURS & DAYS OF OPERATION

Regular School Year

Days of operation are **Monday thru Friday** (excluding holidays) 8 a.m. to 4:30 p.m.
Warehouse receiving 7 a.m. to 2:30 p.m.

Summer

From approximately the 2nd week of June thru the 2nd week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 4th week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:

- **Administrative Facilities and Schools:** 7:30 a.m. to 5:30 p.m.
- **Walter Pownall Service Center:** 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

INVOICES & PAYMENT TERMS

Invoices are due thirty (30) days after receipt of Contractor's invoice. Late penalties may not be assessed by the Contractor for lack of payment until 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services by the district in accordance with F.S. 215.422 (3) (b).

INVOICES & PAYMENT TERMS

Apple has a dedicated Sales Support Organization ("SSO") South Team to handle both the processing of the District's purchase orders and resolving any issues that may arise with order processing. The small SSO Team can be reached at SSOSouthK12@apple.com or by phone at 800-800-2775, option 4, the option 3. The District may request to speak with an Order Management Representative on this team, who handles the District's orders.

ADDITIONAL ELIGIBLE PURCHASERS

- Eligible Purchasers include the District and any school districts and their public or private not-for-profit school systems, Boards of Education, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Indian reservation in the State that District is located. Products purchased shall be for each of the Eligible Purchaser's own use in its facilities in the United States or in connection with educational purposes and shall not be purchased for the purpose of resale to another entity or individual. *Apple* reserves complete discretion in making eligibility determinations.
- The District shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchaser purchasing under this Agreement.

LIMITATION OF LIABILITIES AND REMEDIES

To the extent permitted by law, the maximum aggregate liability of Contractor for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to one million five hundred thousand U.S. dollars (\$1,500,000). IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR

SPECIAL CONDITIONS

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OTHERWISE. The remedies set forth in this Agreement shall be the District's sole and exclusive remedies for any and all claims against Contractor, its agents and subcontractors in connection with or related to this Agreement. The parties further agree that the liability cap set forth herein shall not be applied cumulatively or on a per claim basis and nothing shall be construed so as to enlarge that aggregate limit. THE PARTIES AGREE THAT THE ABOVE TERMS REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT.

END USER INDEMNIFICATION

A. Apple will defend any proceeding or action brought by a third party against Purchaser to the extent based on a claim that: (1) the marketing or licensed use of any Apple-branded product sold by Apple that Purchaser has paid to acquire infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party; or (2) a defective Apple Product directly caused death or personal injury or damage to tangible property (provided the product at issue has not been altered, modified or otherwise changed by Purchaser). Apple will indemnify Purchaser for damages awarded to third parties solely as a result of such claims. Apple's obligation to so defend and indemnify Purchaser is contingent on Purchaser's compliance with the Notice/Defense paragraph set forth below.

B. Notice/Defense: Purchaser shall promptly notify Apple of any claim, demand, proceeding or suit of which Purchaser receives actual notice which may give rise to a right of defense or indemnification pursuant to this section ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Purchaser's first receiving actual notice of such proceeding. Notice must include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, Purchaser will cooperate with Apple with respect to such defense and settlement.

TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement.

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, Winter and Spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

Thanksgiving, 2013	November 27 thru November 29, 2013
Winter Break, 2013:	December 23, 2013 thru January 3, 2014
Spring Break, 2014:	Schools: March 24 thru March 28, 2014
	Administrative Offices: March 25 thru March 28, 2014

PERSONNEL MATRIX

This matrix is included to provide you with a list of individuals directly responsible for various aspects of the bid process. We ask that you follow this matrix when making inquiries with district staff so that we may serve you efficiently. If your questions or concerns are not addressed in a timely manner by the responsible individual, a list of supervisory and administrative contacts with telephone numbers are provided. Please feel free to contact these individuals in the order they are listed to report your concerns.

Subject	Contact Name(s)	Title	Telephone No.	E-mail
Questions or Clarification About:				
<ul style="list-style-type: none">Bidding ProceduresGeneral Bid Terms & ConditionsSpecial Bid Terms & ConditionsAddenda IssuedNames of Bidders SolicitedPre-bid Conference AttendeesBid Due Date and TimeBid TabulationRecommendation for AwardBid Protest ProceduresPrevious Contract Information	Mark Shuman CPPO, CPPB	Purchasing Manager	(727) 588-6179	shumanma@pcsb.org
Supervisory Staff Responsible for above:				
	Linda M. Balcombe, CPPO, CPPB	Director, Purchasing	(727) 588-6143	balcombel@pcsb.org
	Kevin Smith	Assoc. Supt. Finance and Business Services	(727) 588-6172	smithk@pcsb.org
Questions or Clarification About:				
<ul style="list-style-type: none">Technical SpecificationsLicensing RequirementsAward Recommendation	Robert Liles	Director, Operations and User Support	(727) 588-6246	lilesb@pcsb.org
Supervisory Staff Responsible for above:				
	Norm Kelton	Assistant Supt, Technology and Information Systems	(727) 588-6363	keltonn@pcsb.org
Questions or Clarification About:				
<ul style="list-style-type: none">Insurance & Bonds	Armand "Skip" Paquette	Safety & Loss Prevention Specialist	(727) 588-6078	paquettea@pcsb.org
Supervisory Staff Responsible for above:				
	Ted Pafundi	Director, Risk Management	(727) 588-6282	pafundit@pcsb.org
	Ron Ciranna, J.D.	Assistant Supt., Human Resources	(727) 588-6198	cirannar@pcsb.org

COST PROPOSAL FORM

APPLE INC. COMPUTERS, 3rd PARTY HARDWARE, SOFTWARE & PERIPHERALS

All items listed in *Apple's* "Government & Education Price List and Online *Apple* Store shall be available for purchase under this agreement. Pricing shall be offered based on the expected discounts listed below.

0 % discount off Apple ® K-12 Education & Government Price List and the Online Apple ® Store for Education Web page at 0% discount. This includes all price lists stipulated under K-12 Education Institutions. Volume purchase discounts can be negotiated on a case-by-case basis.

No Cost Services:

1. *Apple* will create and maintain a Custom website for the District. *Apple's* custom websites are private Web sites created for select *Apple* customers. These pages are the district's home page for selecting and ordering *Apple* systems, tracking orders, accessing technical support tools and files, and obtaining customized order history reporting.
2. *Apple's* telephone support is available Monday through Friday from 7 a.m. to 8 p.m. CST and Saturday and Sunday from 8 a.m. to 8 p.m. CST for the duration of the AppleCare Protection Plan coverage, at toll-free numbers designed by Apple.

The Apple K-12 Education Price list and the Online Apple store for Education in many cases represent a significant discount from the Apple MSRP price list. Apple agrees to maintain a quarterly price list to include Pinellas County's standard bundle configurations.

This price list will be developed by the local Apple Education account team in conjunction with the district's purchasing department and the technology office at the start of every Apple fiscal quarter (January, April, July, September). The price list will be maintained with current products and part numbers to serve as a Pinellas County ONLY price list. Volume purchase discounts over and above the Apple K-12 Education price list can be negotiated on individual opportunities as they arise.

COST PROPOSAL FORM

It is at the district's discretion to determine the Apple Authorized Service Providers that will provide service under this Agreement.

Representative to perform **warranty** service:

Company Names:	Bell Techlogix
Contact:	Andrew Bianchi
Address:	1690 Roberts Blvd., Suite 105
City, State, Zip	Kennesaw, GA 30144
Telephone	678-463-5559
Fax	770-422-6378
Email address	<u>abianchi@bellind.com</u>

Representative to perform **installation** services:

Company Names:	Bell Techlogix
Contact:	Andrew Bianchi
Address:	1690 Roberts Blvd., Suite 105
City, State, Zip	Kennesaw, GA 30144
Telephone	678-463-5559
Fax	770-422-6378
Email address	<u>abianchi@bellind.com</u>

COST PROPOSAL FORM

TECHNICAL SUPPORT SERVICES

		Type of Service	Base Price
A.		For administrative and teacher systems: Set-up Personal Computer System and Network Workstation or Laptop: 1. Unpack boxes, install mouse, keyboard, monitor, external speakers 2. Install system and verify, configure Operating System, add to domain 3. Install Printer, locally attached or connection to (1) network printer 4. Configure user, complete Office install, setup Outlook for user, and setup Anitvirus 5. Verify working condition for user.	\$68.50/unit
B.		For student systems: Set-up Personal Computer System and Network Workstation or Laptop: 1. Unpack boxes, install mouse, keyboard, monitor, external speakers 2. Install system and verify, configure Operating System, add to domain 3. Install Printer, locally attached or connection to (1) network printer 4. Configure user, complete Office install, and setup Anitvirus. 5. Verify working condition for user.	\$68.50/unit
C.		Configuration charges: 1. Install hardware/software features 2. Install drivers 3. Configure system 4. Verify working condition	\$46.50/unit
D.		Set-up Network Hardware: 1. Unpack boxes 2. Install network interface cards (NIC's) 3. Connect NIC's to outlets 4. Verify working condition	\$46.50/unit
E.		Set-up Network Server: 1. Unpack boxes 2. Install system with static IP address and standard name to domain. 3. Unpack, install peripherals to include; mouse, keyboard, monitor, if available 4. Verify working condition 5. Load software or configure software to match requirements by purchaser 6. Configure users, files, peripherals 7. Test software features 8. Document network installation 9. Provide emergency restore diskettes for server configuration 10. Verify working condition *Fees for server installations and configurations are based upon the specific SOW for each installation. Since there is not a defined standard for Pinellas, the fees for server installation may vary. Apple Professional Services has two pricing tiers for these services:	*Tier 1 Pricing – Integration & Configuration Services For engagements utilizing Xsan, Final Cut Server, Active Directory, eDirectory, Podcast Producer, Xgrid, Quick Time Streaming Server, iTunes U, Scripting, or Package creation: 1 Day Services = \$2,900 2 Consecutive Days Services = \$4,500 3 Consecutive Days Services = \$6,500 4 Consecutive Days Services = \$8,500 *Tier 2 Pricing – Technician Services (all other engagements) 1 Day Technician Services = \$1,700

COST PROPOSAL FORM

TECHNICAL SUPPORT SERVICES

		Type of Service	Base Price
F.	<ol style="list-style-type: none"> 1. Load ordered configuration 2. Document configuration 3. Provide backup CDs or DVDs for workstation configuration 4. Verify working condition 	Factory imaging of OS and applications software per workstation:	\$41.00/unit
G.	<ol style="list-style-type: none"> 1. Install & set-up miscellaneous internal device 2. Verify working condition 	Set-up Miscellaneous Internal Device:	\$46.50/unit
H.	<ol style="list-style-type: none"> 1. Install & set-up miscellaneous external device 2. Verify working condition 	Set-up Miscellaneous External Device:	\$46.50/unit
I.	<ol style="list-style-type: none"> 1. Unpack boxes 2. Setup printer on network with static IP address and standard name 3. Add printer queue to available server if possible 4. Test printer from a workstation 	Set-up Network Printer	\$46.50/unit
J.	<p>Cart/Tray Setup Services</p> <ul style="list-style-type: none"> • Unboxing and verification of no shipping damage. • Physical setup of iOS cart/tray. • Placement of Apple Configurator Station onto cart/tray (configuration completed using separate part #/price). • Placement of respective iPads into cart/tray (configuration completed using separate part #/price). • Testing connectivity of one iPad at each position of cart/tray to ensure correct connectivity and power connection. <p>Trash removal of all associated trash (e.g. Boxes, shipping materials, etc.) to a customer-specified onsite location.</p>		\$179.50/unit
K.	<p>iPad Setup Services</p> <ul style="list-style-type: none"> • Unboxing and verification of device functionality • Activating device • Updating iOS, if applicable • Testing connectivity to wireless network • Affix an asset tag to be furnished by Customer • Providing an inventory spreadsheet that includes, but not limited to: • Campus Name • Room Number • iPad Serial Number • Asset Tag Number • Install device into customer-supplied case • Enroll device into existing JAMF Casper MDM solution <p>Trash removal of all associated trash (e.g. Boxes, shipping materials, etc.) to a customer-specified onsite location</p>		\$41.00
L.	<p>Apple Configurator/iPad Setup</p> <p><u>Apple Configurator</u></p> <ul style="list-style-type: none"> • Unboxing and verification of system functionality • If applicable, affix an asset tag to be furnished by Customer • Setting up Apple Configurator on a customer-specified MacBook system • Importing customer-provided profiles into Apple Configurator (see Pre-Engagement Preparation section) • If applicable, import of iOS app codes into respective Apple Configurator libraries (see Pre-Engagement Preparation section) • Trash removal of all associated trash (e.g. Boxes, shipping materials, etc.) to a customer-specified onsite location <p><u>iPads</u></p>		\$99.50

COST PROPOSAL FORM

TECHNICAL SUPPORT SERVICES

		Type of Service	Base Price
		<ul style="list-style-type: none"> • Unboxing and verification of device functionality • Activating device • Updating iOS, if applicable • Install customer-provided profiles and iOS load set via Apple Configurator Sync Station • Testing connectivity to wireless network • Affix an asset tag to be furnished by Customer • Providing an inventory spreadsheet that includes, but not limited to: <ul style="list-style-type: none"> • Campus Name • Room Number • iPad Serial Number • Asset Tag Number • Install device into customer-supplied case • Enroll device into existing JAMF Casper MDM solution <p>Trash removal of all associated trash (e.g. Boxes, shipping materials, etc.) to a customer-specified onsite location</p>	
M.		<p>Miscellaneous Technical Support Services: <i>(on-site time only) (per day)</i></p> <ul style="list-style-type: none"> • Hardware Troubleshooting • Software Troubleshooting • Network Troubleshooting • Application Software Installation • Other Technical Services 	<p>See pricing for E.</p> <p>Engagements are for multiples of a full day (8 hours) only.</p>

SUBMITTALS CHECKLIST

APPLE INC.

Company Name

1 Infinite Loop

Address

Cupertino, CA 95014

City, State, Postal Code

Authorized Signature

Typed Name/Title of Above

(408) 974-0070

Telephone

(408) 974-4908

Fax

94-2404110

F.E.I.N.

Date

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Customer

301 Fourth Street S.W.

Address

Largo, FL 33770-3536

City, State, Postal Code

Authorized Signature

Typed Name/Title of Above

727-588-6143

Telephone

727-588-6129

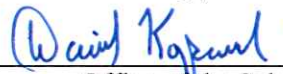
Fax

59-6000799

F.E.I.N.

Date

Approved as to Form



Office of the School Board Attorney

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE *******

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage's required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board before the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an "Additional Insured" and "Certificate Holder" on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an "Additional Insured" shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in Best's Financial Strength Rating. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in Best's Financial Strength Rating.

1. GENERAL LIABILITY INSURANCE

The contractor shall provide the ISO Commercial General Liability Policy. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the contractor or subcontractor providing such insurance.

The **Commercial General Liability Policy (CGL)** is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage's at a future date and allows for a wide distribution of those packaged coverage's.

The CGL policy shall provide coverage of at least the following items:

- a) **General Aggregate:**
 - i) **Premises Operation** which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.
 - ii) **Independent Contractor's Protective** which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as "Additional Insured".
 - iii) **Broad Contractual Liability** which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured's business. If excluded, exception for liability is assumed in an insured contract.
- b) **Products and Completed Operations**
- c) **Personal & Advertising Injury Liability**

The contractor shall obtain insurance which shall at least meet the following minimum limits:

For projects/contracts under \$500,000.00:

- \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

For projects/contracts \$500,000.00 and over:

- \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate.

2. *AUTOMOTIVE LIABILITY INSURANCE*

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- \$300,000.00 Combined Single Limit
- \$100,000.00 Bodily Injury (per person), \$300,000.00 Bodily Injury (per accident)
- \$100,000.00 Property Damage

3. *WORKERS' COMPENSATION INSURANCE*

The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker's Compensation: Statutory
- Employer's Liability: \$100,000.00 Each Accident
 \$500,000.00 Disease, Policy Limit
 \$100,000.00 Disease, Each Employee

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-155-226

Bid Title: Relocatable Classrooms: Lease & Purchase

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: 7/1/13 thru 6/30/15

☐ N/A - One Time Purchase

Contract Value: \$ 3,000,000.00

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	2 - year	

* **Rationale/Reason**

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

Bidders Solicited: 81 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: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

Provide, deliver and set in place, relocatable classrooms of various types and sizes. All pricing shall be firm for the 2 year contract period. Delivery and Setup charges are not included for any of the units in Groups 1 2 and 3 because they are currently in place. Teardown and Return charges will be deferred until the units are actually returned to the vendors.

GROUP 1: MODSPACE CORPORATION (V-25278) - Units Currently In Place

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
Stand Alone Classroom Unit 24' X 36', with bathroom (Type II-B)	\$570.00	\$2163.00	\$2530.00
Stand Alone Classroom Unit 24' X 36', without bathroom (Type II-B)	\$530.00	\$2163.00	\$2530.00
Stand Alone Classroom Unit 24' X 36', with bathroom (Type III-B)	\$294.00	\$2163.00	\$2530.00
Stand Alone Classroom Unit 24' X 36', without bathroom (Type III-B)	\$246.00	\$2163.00	\$2530.00
Group Toilet Unit 12' X 40', (Type II-B)	\$481.00	\$788.00	\$1,070.00
Group Toilet Unit 12' X 40', (Type III-B)	\$460.00	\$788.00	\$1,070.00

GROUP 2: WILLIAMS SCOTSMAN, INC. (V-12252) - Units Currently In Place

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
Group Toilet Unit 12' X 40', (Type III-B)	NO BID	NO BID	NO BID

GROUP 3: MOBILE MODULAR MANAGEMENT, CORP. (V-27540) - Units Currently In Place

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
Stand Alone Classroom Unit 24' X 36', with bathrooms (Type II-B)	\$500.00	\$2,300.00	\$1,200.00
Stand Alone Classroom Unit 24' X 36', without bathrooms (Type II-B)	\$500.00	\$2,300.00	\$1,200.00
Side Stackable Classroom Unit 24' X 36', without bathrooms (Type II-B)	\$500.00	\$2,300.00	\$1,200.00

GROUP 4: MOBILE MODULAR MANAGEMENT, CORP. (V-27540) - New Placements (Overcrowding)

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Set-Up Charge</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
(REFURBISHED) Stand Alone Classroom Unit 24' X 36', with bathroom (Type II-B)	\$270.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00

(REFURBISHED) Stand Alone Classroom Unit 24' X 36', without bathroom (Type II-B)	\$270.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED) Side Stackable Classroom Unit 24' X 36', with bathroom (Type II-B)	\$385.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED) Side Stackable Classroom Unit 24' X 36', without bathroom (Type II-B)	\$385.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED)) Group Toilet Unit 12' X 40', (Type II-B)	\$750.00	\$220.00	\$500.00	\$1,635.00	\$1,000.00

GROUP 5: MOBILE MODULAR MANAGEMENT, CORP. (V-27540) – New Placements (Construction)

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Set-Up Charge</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
(REFURBISHED) Stand Alone Classroom Unit 24' X 36', with bathroom (Type II-B)	\$270.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED) Stand Alone Classroom Unit 24' X 36', without bathroom (Type II-B)	\$270.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED) Side Stackable Classroom Unit 24' X 36', with bathroom (Type II-B)	\$385.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED) Side Stackable Classroom Unit 24' X 36', without bathroom (Type II-B)	\$385.00	\$490.00	\$1,027.00	\$3,762.00	\$1,400.00
(REFURBISHED)) Group Toilet Unit 12' X 40', (Type II-B)	\$750.00	\$220.00	\$500.00	\$1,635.00	\$1,000.00

GROUP 5: MODULAR SPACE CORP. (V-27278) – New Placements (Construction)

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Set-Up Charge</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
(REFURBISHED) Stand Alone Classroom Unit 24' X 36', with bathroom (Type III-B)	\$198.00	\$515.00	\$1,808.00	\$1,750.00	\$2,530.00
(REFURBISHED) Stand Alone Classroom Unit 24' X 36', without bathroom (Type III-B)	\$198.00	\$515.00	\$1,808.00	\$1,750.00	\$2,530.00
(REFURBISHED)) Group Toilet Unit 12' X 40', (Type III-B)	\$700.00	\$257.00	\$573.00	\$600.00	\$1,070.00

GROUP 6: MODULAR SPACE CORP. (V-27278) – New Placements (Construction)

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Set-Up Charge</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
(REFURBISHED) Non-Classroom (Multi-Office) Unit 24' X 60', with bathrooms (Type II-B)	\$2,000.00	\$515.00	\$2,208.00	\$2,015.00	\$3,380.00
(REFURBISHED) Non-Classroom (Multi-Office) Unit 24' X 60', without bathrooms (Type II-B)	\$2,000.00	\$515.00	\$2,208.00	\$2,015.00	\$3,380.00
(REFURBISHED) Non-Classroom (Open Space) Unit 24' X 60', without bathrooms (Type III-B)	\$625.00	\$515.00	\$2,280.00	\$2,015.00	\$3,380.00

GROUP 6: MOBILE MODULAR MANAGEMENT, CORP. (V-27540) – New Placements (Construction)

<u>Description</u>	<u>Monthly Rental</u>	<u>Return Charge</u>	<u>Set-Up Charge</u>	<u>Return Charge</u>	<u>Relocation Charge</u>
(NEW) Non-Classroom (Multi-Office) Unit 24' X 60', with bathrooms (Type III-B)	\$750.00	\$490.00	\$1,200.00	\$4,170.00	\$1,400.00
(REFURBISHED) Non-Classroom (Multi-Office) Unit 24' X 60', with bathrooms (Type III-B)	\$595.00	\$490.00	\$1,200.00	\$4,170.00	\$1,400.00

GROUP 7: MSPACE HOLDINGS LLC (V-) – Outright Purchase of New Type II-B Relocatables

<u>Description</u>	<u>Purchase Price</u>	<u>Delivery Charge</u>	<u>Installation on Dry Stack Piers</u>	<u>Installation on Strip Footers (3) per Unit</u>
(NEW) Stand Alone Classroom Unit 24' X 36', with bathroom (Type II-B)	\$76,092.00	\$791.00	\$1,758.00	\$4,670.00
(NEW) Stand Alone Classroom Unit 24' X 36', without bathroom (Type II-B)	\$71,917.00	\$791.00	\$1,758.00	\$4,670.00
(NEW) Side Stackable Classroom Unit 24' X 36', with bathroom (Type II-B)	\$72,036.00	\$791.00	\$1,758.00	\$4,670.00
(NEW) Side Stackable Classroom Unit 24' X 36', without bathroom (Type II-B)	\$67,861.00	\$791.00	\$1,758.00	\$4,670.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-234

Bid Title: Roofing Systems Replacement &
Remodel Locker Rooms

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: \$ 966,161.00

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: 348 Bids Received: 5 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Maderia Beach Fundamental
School

Title: Director, Purchasing Department

Requested By: Edward Ural

Buyer: Christine Roney

Title: Director Facilities Planning, Design and
Construction

Recommended award by vendor as follows:

EVELAND BROTHERS, INC.

Provide labor and materials to remove and install roofing systems as well as renovate locker rooms as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-248

Bid Title: Repaint Interior Buildings

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: \$ 276,000.00

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**

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

Bidders Solicited: 449 Bids Received: 2 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** John Hopkins Middle School
Title: Director, Purchasing Department

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

Recommended award by vendor as follows:

KEYSTONE PAINTING, INC.

Provide labor and materials to repaint the interior of all school buildings in accordance with the School Board's General Conditions 9FMP and the technical manufacturer's specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-241

Bid Title: Parking Lot & Parent Pick-Up
Improvements

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: \$ 231,420.00

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: 348 Bids Received: 4 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Marjorie Rawlings Elementary
School

Title: Director, Purchasing Department

Requested By: Edward Ural

Buyer: Christine Roney

Title: Director Facilities Planning, Design and
Construction

Recommended award by vendor as follows:

CALADESI CONSTRUCTION COMPANY

Provide labor and materials to pave the parking lot and traffic route, and provide drainage improvements as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-252

Bid Title: Pre-Purchased Chiller Installation

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: \$ 153,426.00

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**

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

Bidders Solicited: 126 Bids Received: 3 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

For: Lakewood High 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 the existing CH-2 chiller with the pre-purchased CH-2 chiller as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-600-229

Bid Title: Calculators, Hand-Held

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: \$ 137,498.36

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: 105 Bids Received: 4 Late Bids: Rejected Bids: 3 ☐ N/A - Bids Not Required

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

Requested By: Rose Mack **Buyer:** Mary Ann Smith
Title: 6-12 Mathematics Specialist

Recommended award by vendor as follows: (see attached)

Provide and deliver *Hand-Held Calculators* to Instructional Materials Department at the Walter Pownall Service Center.

VALLEY BUSINESS MACHINES (V # 31360)

MODEL	DESCRIPTION	QTY	UNIT PRICE	TOTAL
TISPIRECXNAV30	TIInspire CX Navigator System	10	\$2,289.00	\$22,890.00
TINSPIRECEZTRP	TINSPIRE EZ Spot Teacher Pack	30	\$1,304.59	\$39,137.70
TINSPIREEXTCHBU	TINSPIRE CX Teacher Bundle	10	\$181.59	\$1,185.90
TI84PLSCOLOORTPK	TI84 Plus C Silver Edition Color EZ Spot Graphing Calculator, Teacher Pack	62	\$1187.98	\$73,654.76
TOTAL:				\$137,498.36

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-285-218

Bid Title: Mobile Generator Package

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: \$ 123,993.00

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**

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

Bidders Solicited: 132 Bids Received: 6 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

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

Requested By: Michael Hewett **Buyer:** Nick Sparta
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide and deliver one (1) new 500KW electric Generator Package (Trailer Mounted) meeting bid specifications.

ZABATT, INC. (V-30708)

Generator Manufacturer:

Taylor Power Systems

Generator Model:

TMC500

Ratings Range-60 Hertz operation conforms to CSA, NEMA, EGSA, ANSI and other standards. Heavy duty 4 cycle industrial engine, and other features as specified.

Transport Trailer Manufacturer:

JRS Custom Fabrication

Access doors both sides, flexible fuel lines, Integral fuel tank, battery, battery charging alternator, and other features as specified.

Total Delivered Price of Package:

\$123,993.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-545-242

Bid Title: Machinery: CNC Lathe and Mill

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: \$ 113,715.00

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: 47 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

For: PTEC Clearwater

Requested By: David Barnes
Title: Director, Career, Technical, and Adult Education

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

Provide, deliver, and install the following CNC Lathe and Mill machinery at the Pinellas County Schools PTEC, Clearwater. Training on this new equipment is also to be provided by the vendor at PTEC at no extra cost.

HAAS FACTORY OUTLET, LLC. (V-31164)

Section I

QUANTITY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	ST-10	CNC Lathe, 14" x 14" Max Capacity, 16.25" Swing, 15 HP	\$39,095.00	\$39,095.00
1	ATP	Automatic Tool Pre-setter System	\$3,565.00	\$3,565.00
1	LTS-1	Optional Manual Tailstock	\$4,245.00	\$4,245.00
1	IPS	Intuitive Programming System	\$1,695.00	\$1,695.00
1	LCC1	Belt-Type Chip Conveyor	\$3,820.00	\$3,820.00
1	EWL-1	Standard 12-Month Warranty	No Charge	No Charge
1	CSMD	Control Simulator Module	No Charge	No Charge
1	TCERT	Tool Purchase Allowance	\$1,000.00	\$1,000.00
4	STD-PM	Yearly Preventative Maintenance	\$895.00	\$3,580.00
1	N/A	Freight to Destination	\$1,562.00	\$1,562.00
1	N/A	Rigging for Unloading & Placement	\$1,300.00	\$1,300.00
1	N/A	Training by Haas Personnel	No Charge	No Charge
			Total Cost	\$59,862.00

Section II

Quantity	Model Number	Description	Unit Price	Extension
1	TM-1P	Toolroom Mill with Tool Changer	\$30,595.00	\$30,595.00
1	WIPS-R	Wireless Intuitive Probing System	\$4,670.00	\$4,670.00
1	WL-MM	Work Light	\$420.00	\$420.00
1	PFDM	Power Failure Detection Module	\$675.00	\$675.00
1	RTAPMM	Synchronized Tapping Feature	\$1,185.00	\$1,185.00
1	EWV-1	Standard 12-Month Warranty	No Charge	No Charge
1	CSMD	Control Simulator Module	No Charge	No Charge
1	TCERT	Techniks Tool Certificate Face Value of \$5,000.00	\$3,000.00	\$3,000.00
4	STD-PM	Yearly Preventative Maintenance	\$895.00	\$3,580.00
1	N/A	Freight to Destination	\$1,648.00	\$1,648.00
1	N/A	Rigging for Unloading & Placement	\$1,300.00	\$1,300.00
1	N/A	Training by Haas Personnel	No Charge	No Charge
			Total Cost	\$47,073.00

Section III

Quantity	Model Number	Description	Unit Price	Extension
4	CSMD	Control Simulator Module	\$1,695.00	\$6,780.00

Total Cost of All Machinery Components (Sections I + II + III)	\$113,715.00
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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-154-153

Bid Title: Ceiling Tile and Accessories

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: 7/27/13 thru 7/26/14

☐ N/A - One Time Purchase

Contract Value: \$ 100,000.00

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: 36 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

For: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

ACOUSTI ENGINEERING CO. OF FLORIDA (V-39)

Provide and deliver Ceiling Tile and Accessories on an as needed basis, with firm pricing for the contract period.

DESCRIPTION	TERMS ITEM NUMBER	U.O.M.	UNIT PRICE
Ceiling Tile, 1-hour rated, Class-A, 5/8" x 2' x 4', 64 sf/case Armstrong #1830 only	15424419	Case	\$35.20
Ceiling Tile, 1-hour rated, Class-A, 5/8" x 2' x 2', 64 sf/case Armstrong #1831A only	15424423	Case	36.48
Ceiling Tile, Humi-Guard Plus, 5/8" x 2' x 2', 48 sf/case, Fine Fissured Fire Guard, Angled Tegular Armstrong #1833 only	15424416	Case	39.84
Ceiling Tile, Humi-Guard Plus, 5/8" x 2' x 2', 64 sf/case, Fine Fissured, Angled Tegular Armstrong #1732 only	15424417	Case	23.04
Ceiling Tile, Non-Combustible Class A, 5/8" x 2' x 4', 96 sf/case Armstrong #1729A only	15424418	Case	34.56
Ceiling Tile, Non-Combustible, Class-A, 5/8" x 2' x 2', 56 sf/case Armstrong #1728 only	15424424	Case	23.04
Ceiling Tile, Gypsum Lay-In Panels, 1/2" x 2' x 4', 32 sf/case Goldbond #5045, or equal	15424425	Case	16.64
Ceiling Tile, Gypsum Lay-In Panels, 1/2" x 2' x 2', 16 sf/case Goldbond #5044, or equal	15424426	Case	8.48
Wall Angle, 42 each/case, Armstrong #7800 only	15424420	Case	93.60
Tie Hanger, 50 lbs./case, Eastern #9219123, or equal	15424428	Case	44.00
Main T-Beam, 12', 20 each/case, Armstrong #8300 only	15424421	Case	93.60
Cross T-Bar, 4', 60 each/case, Armstrong #XL8340 only	15424422	Case	100.80
Cross T-Bar, 2', 60 each/case, Armstrong #XL8323 only	15422427	Case	\$57.60

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-285-217

Bid Title: Hand Dryers, Electric

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: 7/1/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 90,000.00

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: 132 Bids Received: 4 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

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

For: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

Provide and deliver electric hand dryers and recess kits as specified in the bid, at firm, fixed unit prices per the contract period.

ELECTRIC SUPPLY OF TAMPA, INC. (V-736)

<u>Brand & Model</u>	<u>Unit Price</u>
<u>Hand Dryer</u> , Electric, 1 piece, lightweight, unbreakable fiberglass reinforced thermoset bulk molding compound (BMC) thermoplastic material – white color Xlerator Model #XL-BW	\$277.25
<u>Recess Kit</u> for above Hand Dryer, wall box to be 22 GA, 18-8 Type 304 stainless steel with #4 satin finish, with dryer mounting plate which is to be 16 GA, 18-8 Type 304 stainless steel. All welded construction. Xlerator Model #40502	\$107.30

Warranty: The dryer shall be guaranteed to be free of defects for a period of five years, and shall include factory labor as well as the repair or exchange of defective parts, at manufacturer's option.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-255

Bid Title: Pre-Purchased Cooler /Freezer Installation

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: \$ 89,000.00

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: 351 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Clearwater Fundamental School
Title: Director, Purchasing Department

Requested By: Edward Ural **Buyer:** Christine Roney
Title: Director Facilities Planning, Design and Construction

Recommended award by vendor as follows:

GROSZ CONSTRUCTION CO. INC.

Provide labor and materials to remove and install a walk in cooler freezer with related equipment as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-235

Bid Title: Earth Berm Removal & Stucco Walls

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:

\$ 79,625.00

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: 348

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: Curlew Creek Elementary School

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

Buyer: Christine Roney

Recommended award by vendor as follows:

R. KRUEGER CONSTRUCTION, INC.

Provide labor and materials to remove the earth berm, provide stucco and paint walls, re-sod and re-work irrigation system as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-256

Bid Title: Pre-Purchased Cooler /Freezer Installation

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: \$ 79,000.00

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: 351 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

For: Anona Elementary School

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

Buyer: Christine Roney

Recommended award by vendor as follows:

GROSZ CONSTRUCTION CO. INC.

Provide labor and materials to remove and install a walk in cooler freezer with related equipment as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-490-227

Bid Title: Elementary Science Labs

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: \$ 65,580.60

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

* **Rationale/Reason**

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

Bidders Solicited: 5 Bids Received: 4 Late Bids: Rejected Bids: 2 ☐ N/A - Bids Not Required

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

Requested By: Julie Poth **Buyer:** Mary Ann Smith
Title: Elementary Science Specialist

Recommended award by vendor as follows: (see attached)

FREY SCIENTIFIC

Provide and deliver Elementary Science Labs to Walter Pownall Service Center, 11111 South Belcher Rd., Largo Fl 33773.

Each Grade level Lab (3rd, 4th & 5th) to be packaged for 12 separate sets each. Science Equipment needed for all grade levels to be packaged for 12 separate sets each.

3rd Grade Science Lab

Science Labs	Item #	Description	Quantity	Cost Each	Total	Total, (12 schools)
Earth Science Lab 1	561067	Soil Thermometer	12	\$4.34	\$52.08	\$624.96
	192-1974	Soil Sieves Set	12	\$15.65	\$187.80	\$2,253.60
	584202	Clay Soil	5	\$2.74	\$13.70	\$164.40
	2011536	Sedimentation Demonstration	7	\$10.29	\$72.03	\$864.36
	1367955	Test Tube Set 6 With Stand Stand	7	\$8.78	\$61.46	\$737.52
Physical Science Lab 2	1013082	Measurement Lab	3	\$74.95	\$224.85	\$2,698.20
Physical Science Lab 3	131-3430	Mirror Sets	4	\$10.72	\$42.88	\$514.56
	527277	Basic Optics Kit	7	\$22.24	\$155.68	\$1,868.16
Life Science Lab 5	576071	Leaf Identification Kit	4	\$27.11	\$108.44	\$1301.28
	1015079	Foam Cross Section Flower Model	7	\$10.36	\$72.52	\$870.24
	1430819	Jars, Unbreakable, 16 oz. Pack of 12	3	\$31.11	\$93.33	\$1,119.96
				Total, each Lab	\$1084.77	
					Total for 12 Schools	\$31,017.24

4th Grade Science Lab

Science Labs	Item #	Description	Quantity	Cost Each	Total Per School	Total, (12 schools)
Earth Science Lab 1	598701	Radiant Energy Kit	7	\$38.73	\$271.11	\$3,253.32
	322574	Illuminated Orbiter Planetarium, sun, earth & moon	5	\$178.07	\$890.35	\$10,684.20
Earth Science Lab 2	586992	Acid Rain Lab	2	\$27.87	\$55.74	\$668.88
Physical Science Lab 3	385813	Magnets Kit	6	\$32.77	\$196.62	\$2,359.44
Life Science Lab 5	150-1781	Owl Pellets	4	\$69.84	\$279.36	\$3,352.32
	60-0166	Forceps, pk of 10	3	\$1.69	\$5.07	\$60.84
	525326	Into The Forest Food Chain Game	6	\$11.24	\$67.44	\$809.28
				Total, each Lab	\$1,765.69	
					Total for 12 Schools	\$21,188.28

5th Grade Science Lab

Science Labs	Item #	Description	Quantity	Cost Each	Total	Total, (12 schools)
Earth Science Lab 1	750-5024	Rocks & Minerals Exploration	4	\$24.99	\$99.96	\$1,199.52
	203933	Rock & Mineral Testing Lab	2	\$59.99	\$119.98	\$1,439.76
Earth Science Lab 2	056677	Water Cycle Model With Cards	6	\$68.99	\$413.94	\$4,967.28
	792-1450	CPO Stream Table	6	\$125.50	\$750.00	\$9,000.00
Physical Science Lab 4	564647	Static Electricity	11	\$34.24	\$376.64	\$4,519.68
Life Science Lab 5 SEAMS	563881	Mealworms, pack of 500	2	\$19.19	\$38.38	\$460.56
		Live Material Charge	1	None	None	None
	571949	10 Gallon Aquarium	1	\$22.79	\$22.79	\$273.48
				Total, ea. Lab	\$1,821.69	
					Total for 12 Schools	\$21,860.28

Science Equipment Needed By All Schools not grade specific

Item #	Description	Quantity	Cost Each	Total	School Total, Times 12 (12 schools)
086241	Hand Lens, pack of 10	3	\$4.44	\$13.32	\$159.84
576952	Stop Watch, Pack of 2	12	\$2.49	\$29.88	\$358.56
2001394	Thermometers, Pack of 12	8	\$7.23	\$57.84	\$694.08
571583	Hot Plate	1	\$102.37	\$102.37	\$1,228.44
015348	Rulers	24	\$.18	\$4.32	\$51.84
2017973	Measuring Tape	12	\$1.72	\$20.64	\$247.68
1006307	Balance	8	\$25.24	\$201.92	\$2,423.04
336975	Gram Weights	10	\$5.39	\$53.90	\$646.80
593866	Gram Weights	7	\$15.79	\$110.53	\$1,326.36
1388623	400 ml Beakers, Pk of 100	1	\$26.09	\$26.09	\$313.08
1277807	Graduated cylinders, set/7	8	\$17.39	\$139.12	\$1,669.44
1370883	Science Sort	3	\$10.99	\$32.97	\$395.64
			Total, each School	\$792.90	
				Total for 12 Schools	\$9,514.80

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-254

Bid Title: Pre-Purchased Cooler /Freezer Installation

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: \$ 43,000.00

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**

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

Bidders Solicited: 409 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Madeira Beach Fundamental School

Title: Director, Purchasing Department

Requested By: Edward Ural

Buyer: Christine Roney

Title: Director Facilities Planning, Design and Construction

Recommended award by vendor as follows:

GROSZ CONSTRUCTION CO. INC.

Provide labor and materials to remove and install a walk in cooler freezer with related equipment as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-490-305-PB

Bid Title: Fisher Science Labware Supplies and Equipment

Original Bid No: 09-490-240-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: 7/01/13 thru 6/30/15

☐ N/A - One Time Purchase

Contract Value: \$ 480,000.00

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
	6-months	- year	

* *Rationale/Reason*

Piggy Backing US Communities/Hartford County Public Schools, Maryland RFP # 08-04026.

☐ *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: Pam Moore
Title: Executive Director, K-12 Core Curriculum

Buyer: Mary Ann smith

Recommended award by vendor as follows:

FISHER SCIENTIFIC

Provide and deliver science equipment and lab ware supplies at a 32% discount on all science education products and an 18% discount on research science product line. There are no minimum order requirements and free shipping on all orders except live or hazardous materials.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-961-304-PB

Bid Title: Virtual Instruction Program

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: 7/1/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 132,000.00

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**

Piggy-backing School Board of Brevard County ITN #11004/JO.

☐ **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:** School District Virtual School
Title: Director, Purchasing Department

Requested By: Pat Lusher **Buyer:** Linda Balcombe
Title: Director, Academic Computing

Recommended award by vendor as follows: (see attached)

CALVERT EDUCATION SERVICES, LLC

Provide virtual school instruction to enrolled K-5 students at \$2200.00 per student. Adding the Calvert curriculum with Pinellas County School teachers give parents a choice of another virtual instruction program and allows part time instruction to K-5 students. It is anticipated that 60 students will enroll in this virtual program.

Pricing includes:

- Full year of instruction including a details daily lesson plan.
- All textbooks, workbooks and support materials.
- All digital instructional and reference materials.
- Professional development for teachers and families.
- Connexus learning and student management system.
- Auto-graded daily and monthly assessments.
- Student account set-up and management.
- Enrollment marketing services.
- Shipping and handling.

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
CALVERT EDUCATION SERVICES, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and CALVERT EDUCATION SERVICES, LLC (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 July 1, 2013 and end June 30, 2014.
2. Scope of Work: The scope of work is described in Attachment A. This Agreement results from a piggyback of a competitive solicitation awarded by the School Board of Brevard County on June 14, 2011 and extended by the School Board of Brevard County on April 19, 2013. All of the terms of that solicitation and resulting contract are attached hereto and incorporated herein and are to be used as the scope of work.

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

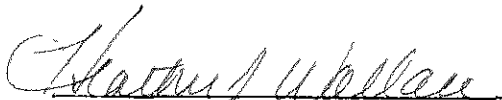
Witnesses:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Carol J. Cook
Chairperson

Date: _____

Approved as to Form:



Office of School Board Attorney

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

Date: _____

Witness:

CALVERT EDUCATION SERVICE, LLC

By:  , CAO
(Name), (Title)

Date: May 29, 2013



Contract # ITN 11004/JO - A2

Approval Date: _____

The School Board of Brevard County, Florida
Option Year 2 – July 1, 2013 through June 30, 2014

THIS AMENDMENT TO AGREEMENT ("Amendment") is by and between The School Board of Brevard County, Florida, (hereinafter "District"), whose address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, and Calvert Education Services, LLC, (hereinafter "Contractor"), whose address is 10713 Gilroy Road; Suite B, Hunt Valley, Maryland 21031.

WHEREAS, District and Contractor entered into that certain Agreement for Brevard Virtual Instruction Program dated June 14, 2011 in connection with Invitation to Negotiate #ITN 11004/JO; and

WHEREAS, the parties desire to amend that Agreement with this document.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. Page 2, Section VI. Term of Contract. As authorized by the School Board on June 14, 2011, the parties are authorized and agree to renew the term from July 1, 2013 through June 30, 2014.
3. Attachment C, Calvert Partners 2011/2012 Program Pricing shall be replaced with a revised Exhibit B to this agreement for this renewal term. A standardized, all inclusive price for Calvert Education Classic per student across all grades (K-8) shall be \$2,200.00. A standard all inclusive price for Verity for grades 3-8 shall be \$2,800.00.
4. Except as herein expressly modified, the Agreement for Brevard Virtual Instruction dated June 14, 2011 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Barbara A. Murray, Ph.D., Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

CONTRACTOR:

By: Steven M. Brown

Print Name: Steven M. Brown

Title: Chief Administrative & Technology Officer

Date: 4/19/13

ATTEST (WITNESS):

By: [Signature]
Print Name: D. A. Brady Kocher, Jr.
Title: Dir. Partnership Services

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send all completed Forms to the Purchasing Department

Contractor Contact Name: Brady Locher

Email Address: blocher@calvertsolutions.org

Phone Number: 410-568-1312

Fax Number: _____

Exhibit B
SCHEDULE 1
Pricing (July 1, 2013 – June 30, 2014)

Calvert Education Classic Grades K-8	\$2,200
---	---------

Verticy Learning Grades 3-8	\$2,800
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Pricing includes:

- Full year of instruction including a details daily lesson plan
- All textbooks, workbooks and support materials
- All digital instructional and reference resources
- Professional development for teachers and families
- Connexus learning and student management system
- Auto-graded daily and monthly assessments
- Student account setup and management
- Enrollment marketing services
- Shipping and handling

Discount for member districts of the Florida District Virtual Instruction Program Network (FDVIPN)

- A \$200 discount per student is available for all full-time virtual students enrolled through districts who are members of the FDVIPN.

Return Policy Options

1. Withdrawal Insurance

For all full-time students enrolled for school year 2013-2014 in Florida, the district has the option to purchase withdrawal insurance. This option is being offered to address the financial impact the district incurs when a student withdraws during the year resulting in the loss of their funding. The principle features of this option are as follows:

- A fee of \$350/student will be invoiced when the order is processed and shipped.
- This option applies to all students enrolled by the district in the Calvert Partners program. It cannot be purchased on a student-by-student basis.
- In the event of a withdrawal, Calvert will refund 100% of the curriculum fee paid. This does not include the \$350 insurance fee.
- The refund will be limited to a number of withdrawals less than or equal to 25% of that year's enrolled population. For example: 100 students enroll and, over the course of the year, 26 (26%) withdraw. Calvert would refund the curriculum fee for 25 students (25%).

- Students would be required to return the curriculum materials to the district in order to qualify for the refund.
- The district will be required to submit a completed Calvert withdrawal authorization form and return the withdrawing student's Lesson Manuals, in order to receive a credit.

2. Standard Return Policy (included in program fee)

- Full credit less \$125 restocking fee for complete and unused courses returned within 60 days of receipt by customer. Shipping paid by the customer.
- 25% credit for courses returned incomplete or used within 60 days of receipt by Full Service and New School customers (including flat rate customers). No restocking fee. Shipping paid by the customer.
- 50% credit for courses returned incomplete or used within 60 days of receipt by Legacy customers (curriculum sales only). No restocking fee. Shipping paid by the customer.
- No credit after 60 days.
- Customer has 30 days to identify any missing materials for reshipment.
- Administrator Withdrawal Form: required for all withdrawals to receive credit.
- Materials are required to be returned to receive credit.
- Mid-Year Pricing Enrollments:
 - Full credit less \$125 restocking fee for complete and unused courses returned within 60 days.
 - No credit after 60 days.

All fees unless otherwise stated are for the period from July 1st through June 30th of each applicable year (an "Academic Year"). All fees and charges will be invoiced directly to the Virtual School at its address, or at such other address as it may designate, upon shipment of Calvert Education Materials (or at the times stated in Schedule 3 or 4 if applicable).

Exhibit C
School Board of Brevard County
District Data Confidentiality Agreement

- I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Calvert Education Services LLC (hereinafter referred to as the Contractor), located at 10713 Gilroy Road; Suite B, Hunt Valley, Maryland 21031 for purpose of Calvert Education Classic and Verticy as outlined in Exhibit A.

Witnesseth that:

- 1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
 - 2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.
- II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

- a. Assist Contractor concerning the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.

2) Contractor agrees to:

- a. Adhere to the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldor.org>.
- b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
- c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

- 1) Contractor shall not co-mingle SBBC data with public data;
- 2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor's organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
- 3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.

- 4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.
- 5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

CONTRACTOR: Calvert Education Sevices

By: _____
Gino Butto, Assistant Superintendent, Education Technology

Date Approved: _____

By: Steven M Brown

Print Name: Steven M Brown

Title: Chief Administrator & Technology Officer

Date: 4/19/13

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

ATTEST (WITNESS):

By: Shirley J. Lohier, Jr.

Print Name: SHIRLEY LOHIER, JR

Title: DIC PARTNERSHIP SERVICES

Brevard Virtual Instruction Program Agreement

Name of School District: The School Board of Brevard County 2700 Judge Fran Jamieson Way Viera, Florida 32940	Name of Contractor: Calvert Education Service, LLC. 10713 Gilroy Road; Suite B Hunt Valley, Maryland 21031
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THIS AGREEMENT ("Contract") is made and entered into as of the fourteenth day of June in the year of 2011, by and between The School Board of Brevard County School District ("District") and Calvert Education Service, LLC ("Contractor") for services in connection with the project identified below ("Project").

- I. **Name of Project:** Brevard Virtual Instruction Program
- II. **Services:** Contractor agrees to perform for the District the services set forth in and further defined in this agreement.
- III. **Brief Summary of Nature and Purpose of Project:**
The 2008 Legislature created s. 1002.45 Florida Statute, an act relating to virtual instruction programs that authorizes school districts to implement virtual instruction programs through district-operated programs or programs provided by contracted providers approved by the Florida Department of Education (the "Department"). School districts are required to offer specified virtual instruction programs beginning in the 2009-2010 school year by operating one or more schools. Students must meet eligibility requirements defined by s. 1002.45(5) Florida Statutes in order to participate in the virtual instruction program. Each student must meet compulsory attendance requirements and take state assessment tests. Funding will be provided for full-time equivalent students in grades K-5 who successfully complete a basic program and are promoted to a higher grade. The State Board of Education will adopt rules as necessary to administer the bill.
- IV. **Contract Documents:** The documents establishing and constituting the contractual relationship between the District and the Contractor (referred to collectively as the "Contract") consist of the following:
 1. All written mutually agreed upon modifications, amendments, change directives to this agreement.
 2. District's ITN#11004/JO
 3. Contractor's Response to District's ITN #11004/JO
 4. Attachment A: Detailed Description of Performance Duties
 5. Attachment B: Payment Terms and Schedule
 6. Attachment C: Calvert Partners 2011/2012 Program Pricing
 7. Attachment D: Other Special Terms and Conditions
 8. Florida School Board Contract Rider

This contract has no bearing on the existing Franchise Agreement with districts.

This contract is subject to ratification and approval of the district's school board.

The Contract Documents form the entire contract between District and Contractor, and by incorporation herein are as fully binding on the parties as if repeated herein.

V. Project Management:

The District and the Contractor designate their respective representatives, identified below ("Contract Manager") for coordination, communication and management of the Project.

For the District: The School Board of Brevard County Cyndi Van Meter, Associate Superintendent 2700 Judge Fran Jamieson Way Viera, Florida 32940 (321) 633-1000	For the Contractor: Calvert Education Service, LLC. R. Brady Locher, Jr. 10713 Gilroy Road; Suite B Hunt Valley, Maryland 21031 410-568-1312
--	--

VI. Term of Contract

The term of this Contract shall be effective from the day following School Board approval through June 30, 2012 with the option to renew, such option to be exercised by written agreement of the parties, for an additional two (one year) periods.

Option Year 1 - July 1, 2012 through June 30, 2013


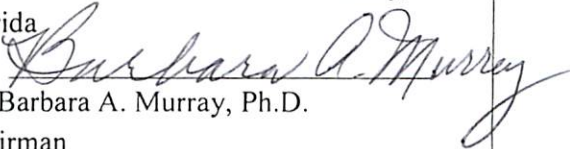
Option Year 2 - July 1, 2013 through June 30, 2014

VII. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery.

VIII. Approval and Execution:

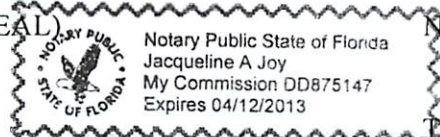
In executing this Contract, District and Contractor each individually represents that each has the necessary corporate approvals to execute this contract, and perform the services described herein.

ATTEST:  Brian T. Binggeli, Ed.D Superintendent	The School Board of Brevard County, Florida By:  Dr. Barbara A. Murray, Ph.D. Chairman
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STATE OF FLORIDA

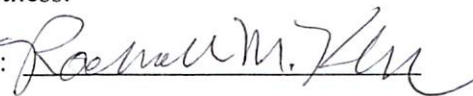
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 15 day of June, by Barbara Murray / Brian Binggeli, whose position is Chairman / Secretary with the School Board of Brevard County. He/She is personally known to me or has produced _____ as identification.

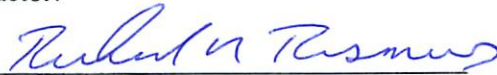
(SEAL)  NOTARY PUBLIC

Typed, Printed or Stamped Name

Witness:

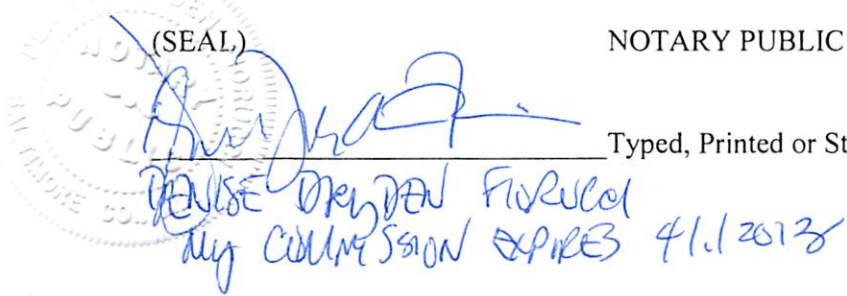
By: 

Contractor:

By: 
Richard Rasmus,
Chief Executive Officer

STATE OF Maryland COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 9 day of JUNE 2011, by RICHARD NRASMUS, whose position is CEO with Calvert Education Services, LLC. He/She is personally known to me or has produced DRIVERS LIC. as identification.

(SEAL)  NOTARY PUBLIC

Typed, Printed or Stamped Name

The above is a copy of the original document.
 The original document is in the possession of the
 Department of the Interior, Bureau of Land Management.
 The original document is in the possession of the
 Department of the Interior, Bureau of Land Management.
 The original document is in the possession of the
 Department of the Interior, Bureau of Land Management.

[illegible]

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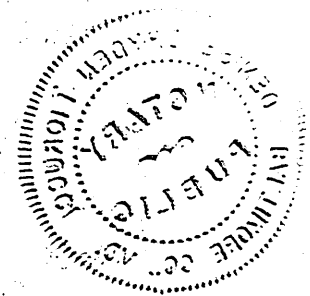
RECEIVED
JAN 10 1968

U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

OFFICE OF THE SECRETARY
WASHINGTON, D.C.

MEMORANDUM FOR THE SECRETARY
SUBJECT: [Illegible]

[Illegible handwritten notes and stamps follow]



**Attachment A:
Detailed Description of Performance Duties**

I. Project Overview:

A. Program Background and Purpose of Project.

The 2008 Legislature required in Section 1002.45, Florida Statutes, beginning with the 2009-2010 school year, each school district shall provide eligible students within its boundaries the option of participating in a virtual instruction program. School districts may establish a district-operated program by contracting with entities to provide segments of the program. The District wants to use this contractor in order to operate components of a district-operated virtual instruction program for its resident students under the terms of 1002.45 FS for the 2011-2012 school year.

B. Scope of Work.

The Contractor is to provide the District with the curriculum, online learning system and learning management system to support the district-operated K-5 virtual school to provide students a free, full-time, 180-day online instructional program for the 2011-2012 school year. The Contractor will provide the District with a non-exclusive, non-transferable license for access to the online courses, curriculum, online learning system, learning management system and related instructional tools, and with other products and services selected by the District. The Contractor is to provide each student with all necessary instructional materials, educational tools and software required to fully participate in the curriculum program. All students are required to participate in the state assessment program created in Section 1008.22 Florida Statutes. All curriculum and course content must conform to Florida's Next Generation Sunshine State Standards or Common Core Standards. The contractor will provide assistance to the District to align its curriculum with the district student progression plan and make modifications to incorporate district-level initiatives and enrichment activities. Curriculum will include, but not be limited to, K-5 Language Arts, Science, Social Studies, Math, Reading, remedial reading and electives. The District's progression plan, which is hereby made a part of this agreement, is posted on the District's website at <http://secondarypgms.brevard.k12.fl.us/SPP.pdf>. The Contractor will provide the District with on-site training for administrative and instructional staff as deemed necessary by the District. The Contractor will also provide the District with ongoing support, technical assistance and training throughout the contract period. The Contractor will also provide students and families with technical assistance when accessing online curriculum.

C. Place of Performance.

Performance of Services is not required to be rendered on District premises.

D. Required Outcome of the Project.

The Contractor agrees to deliver services and materials necessary to operate a full-time, 180-day online instructional program for eligible students in kindergarten through grade 5.

E. Role of Contractor in the Project Outcome.

1. To provide students curriculum for a free, full-time, 180-day instructional program using online and distance learning technology for eligible kindergarten through grade 5 students.
2. Be nonsectarian in its programs, employment practices and operations.
3. To provide advising, as appropriate, to ensure proper grade placement and course selection. To provide access to the placement services and assistance from Calvert Placement Counselors.
4. To conform all curriculum and course content to Florida's Next Generation Sunshine State Standards school program requirements as delineated in Chapter 2007-28, Laws of Florida or the Common Core Standards.
5. To keep complete and accurate attendance records for each enrolled student to include days present and days absent by subject area in the Learning Management System. The Contractor will provide summary information upon written request by the District or the Department for attendance verification. The attendance recordkeeping system shall provide complete and accurate attendance data and shall make provision for maintaining auditable records for three (3) years or until applicable audits are completed.
6. To provide the district access to required data for the Department's Database for Surveys 2, 3, 4, 5, any other requirements specified by the Department for participation in Florida's School Accountability and Information Systems, and any additional data as required by the Department of Education will also be provided.
7. To provide high quality, rigorous and relevant curriculum to all eligible students regardless of number of enrollments.
8. To provide district program administrators with access to student attendance and progress data files in a format compatible with district data system.
9. To provide an Online Learning System which will allow the district program administrators to access program curriculum provided to all Brevard students.
10. To provide district administrators and instructors with access to a Learning Management System that will allow for the monitoring of individual student progress, performance and attendance.
11. To provide district staff and instructors with on-site training annually, access to asynchronous online training through the Calvert Professional Development Portal, assistance from the Calvert Education Counselor, and technical assistance through the Calvert Technical Support Service throughout the contract period.
12. To assist district staff, when appropriate, with recruitment of students.
13. To obtain written District approval of all marketing activities and events within the district as well as print, video, audio or web-based materials where the district name or logo will be used.
14. To provide access to parents and students to the Calvert Technical Support Service and to provide access to Education Counselors' curriculum support, at the direction of the district.
15. The Contractor will receive written consent from the parent/guardian prior to publishing for other than educational purposes any student work on the internet

or in any Contractor publication and identification of the student will be limited to the first name only.

16. The Contractor will receive written consent from the parent/guardian prior to publishing for other than educational purposes any video or photograph of a student on the internet or in any Contractor publication and identification of the student will be limited to the first name only.
17. To ship all materials, approved by the district, directly to families.
18. To provide access to all third party software embedded into the curriculum, with the exception of Kurzweil, for the base tuition.

F. Role of the District

1. To cooperate in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing the duties prescribed by the Contract.
2. To verify the enrolled students are residents of the District and eligible to participate in the program in accordance with s. 1002.45 Florida Statute.
3. To provide instruction to all students by Highly Qualified teachers who hold valid Florida Teaching Certificates.
4. To provide testing locations for all students for the FCAT and to administer any Florida State or district mandated required testing; to provide readiness screening for students entering grade K.
5. To designate to the Contractor, a District Liaison to act for the District in all matters pertaining to this Contract and to accept and approve all deliverables and invoices.
6. To pay the Contractor in accordance with Attachment B.

II. Project Phases and Deliverables:

A. Description of the Major Phases, Stages, or Other Organizational Structure of the Project.

B. Deliverables.

The Contractor is required to provide to the District, such data as may be required by the regulations, issued or to be issued by the Department which may include:

1. Submission of records indicating the materials and online access delivered to each student by grade level and by subject area.
2. Such attendance data in a form and on a schedule as is required by the Department or the District.
3. Provide the District with additional student data upon request and as permitted by law.

C. Criteria for Final Completion of the Contract.

The criteria for final completion of the Contract are the delivery to, and approval by, the District of the Deliverables required by the Contract.

Attachment B:
Payment Terms and Schedule

Cost of Services: The District will pay fees to the Contractor according to Calvert Partners 2011-2012 Program Pricing which is hereby made a part of this contract, Attachment C. The Contractor will invoice the district following shipment of materials to families as approved by the district.

The District will make payments to Contractor upon receipt of a valid and acceptable invoice as per the terms and conditions set forth in the "Local Government Prompt Payment Act" (FS 218.70).

The School Board of Brevard County represents and warrants that it is exempt from federal excise and state sales tax. The District will provide Contractor with a certificate of tax exemption.

If the District's total FEFP funding received from the Department has an adverse effect on the ability of the District to support the Virtual Instruction Program, the District, upon written notice to the Contractor may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised pricing within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given.

Attachment C: Calvert Partners 2011/2012 Program Pricing



2011/2012 PROGRAM PRICING

	PK	K	1	2	3	4	5	6	7	8
COMPLETE COURSES										
Complete Calvert Curriculum with ATS ¹	—	\$984	\$1,224	\$1,224	\$1,289	\$1,289	\$1,289	\$1,519	\$1,519	\$1,519
Complete Verticy Curriculum with ATS ¹	—	—	—	—	\$1,980	\$1,980	\$1,980	\$2,230	\$2,230	\$2,230
SUPPLEMENTAL										
Supplemental Verticy Math ³	—	—	—	—	\$203	\$203	\$203	\$203	\$203	\$203
Supplemental Verticy Reading ^{2,3}	—	\$730	—	\$730	—	—	—	—	—	—
Supplemental Phonics/Spelling ³	—	\$495	—	\$495	—	—	—	—	—	—
Supplemental Grammar/Composition ³	—	\$285	—	\$285	—	—	—	—	—	—
FEEs										
Supervising Teacher Services (STS) ⁴	—	—	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114
Educational Support & Resources ⁵	\$28	\$59	—	—	—	—	—	—	—	—
Enrollment Marketing Services	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400

- (1) Complete Calvert and Verticy Curriculums Include: Placement, textbooks, workbooks, online resources, daily lesson plans, online answer keys, and assessments.
- (2) Supplemental Verticy Reading: Appropriate levels are determined by Calvert placement evaluation. Includes one level of Phonics/Spelling and one level of Grammar/Composition.
- (3) ATS available
- (4) STS Fee Includes: Online gradebook, attendance and progress tracking, Professional Development, student recruitment support, shipping, and student accounts.
- (5) Education Support & Resources Fee Includes: Registration and shipping of materials in grades for which the STS fee does not apply.

**Attachment D:
Other Special Terms and Conditions**

- I. The Contractor in delivering the services contracted for shall provide Deliverables in the form of instructional tools and supplies, instructional materials, and data in a form and on a schedule as is set forth herein and required by the Department or the District as are necessary to deliver the Project, but will retain ownership of all such Deliverables.
- II. To the best of the Contractor's knowledge, the Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable and the District's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S. C. Section 106. To the best of the Contractor's knowledge, in furtherance of this provision, the Contractor warrants that:
 - a. As to each work of software or other "information technology" as identified in Section 287.012(15), Florida Statutes, in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
 - c. District acknowledges and agrees that all content, software, graphics, pictures, documents, licenses, designs and materials (collectively, Works) made available to District pursuant to this order are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. District acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of Contractor, District agrees not to sell, license, sub-license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works. District will not act or permit any action that would impair any of Contractor's rights in the Works. District shall not resell or transfer the materials or intellectual property in those products to any person who is not enrolled by District in the Contractor's courses.
 - d. Contractor shall fully defend, indemnify and hold harmless District, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. District shall make reasonable efforts to notify Contractor not later than ten (10) days after District is served with any such claim, action, lawsuit or other proceeding, provided that District's failure to

provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Contract. In this Contract, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, Photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by District.

- III. If there is a change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given.
- IV. The Contractor will comply with all applicable laws including, but not limited to, those requiring confidentiality of student records.
- V. Contractor has filed for or is the owner of various trademarks and logos. The District will be granted the use of such logos and trademarks in connection with its virtual school offering during the Term of this Agreement but shall be limited to those services provided under this Contract.
- VI. The Contractor will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the District, or of the public, which may arise from operations under this Contract, whether such operations be by Contractor, or by any subcontractor or anyone directly or indirectly employed by any of them.

General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
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Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

Workers' Compensation/Employer's Liability:	
Workers' Compensation Limit Required	Statutory Limits
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Each Employee	\$ 500,000
Employer's Liability Disease – Policy Limit	\$1,000,000

- VII. In no event will the District, Board members, District officers, employees, or agents be responsible or liable for the debts, acts or omissions of Contractor, its officers, employees, or agents.
- VIII. The Contractor shall indemnify and hold harmless the District, its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of District or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.
- IX. This agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of the District, provided, however, that Contractor may assign all of its rights and obligations under this Agreement to any person or entity that controls Contractor, is controlled by Contractor, or is under common control with Contractor and which is authorized as a provider by the Florida Department of Education.
- X The District reserves the right to renew this agreement or any portion thereof, for up to two (2) additional one year periods, upon funding availability and the written consent and agreement of both parties. The District retains the right to renegotiate the contract renewal with the awarded Contractor one hundred and twenty (120) days prior to contract expiration date. The District will have the option to renegotiate the contract or terminate without penalty.

Notification for termination of contract must be given to provider 90 calendar days prior to the end of the contract term.

- XI. No Escalation provision will be accepted during the term of this contract.
- XII. It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Contractor doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- XIII. The ITN (and any documents referenced therein) and Contractor's Proposal (including any best and final offer) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the language of the ITN and the Contractor's Proposal, the language in the ITN shall govern.
- XIV. Contractor is an independent contractor and shall not be deemed to be employed by the District. Inasmuch as District and Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor agrees not to represent himself or herself as District's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of District without the express knowledge and prior written consent of District.
- XV. Contractor warrants that in performing the Services:
- a. Contractor will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor and any employees of Contractor will perform the Services on time;
 - b. Contractor will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CONTRACTOR MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE CONTRACTOR WEBSITE,

**END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS
REGARDLESS OF THE CAUSE.**

- c. Contractor's products, if any, will conform to generally applicable standards in the industry;
- d. The services will not be in violation of any applicable law, rule or regulation, and Contractor will obtain all permits required to comply with such laws and regulations;
- e. The services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;

XVI. Contractor shall not use District's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of District.

XVII. Contractor must have legal right to sell, distribute, install and/or implement any and all software to be sold, distributed, installed and/or implemented by Contractor as part of this agreement.

XVII. Definitions:

Agreement - The written Agreement between District and Contractor covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Contract - The "Contract" shall mean the Contract Documents as defined and listed herein, advertisement, Invitation to Negotiate, Scope of Work, Contract Agreement, General and Special Conditions, together with all Addenda and supplemental agreements concerning the project.

Contractor - The "Contractor" shall mean the individual or firm offering these goods and services, which executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the goods, services, work and materials, required under the covenants, terms and provisions contained in this Contract and any and all Amendments thereto.

Applicable Laws – Applicable Law is defined herein as the State Constitution, the State Education laws and codes, the Elementary and Secondary Education Act, the Individual with Disabilities in Education Act, other applicable Federal, State or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and executive orders, case law and other rulings applicable to the State of Florida Public Schools.

Invitation to Negotiate (ITN) - The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from contractors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Scope of Work - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

XVIII. Miscellaneous.

A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance.

If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances.

This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise.

Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

All representations, warranties and indemnities made in this Agreement will survive termination of this agreement.

FLORIDA SCHOOL BOARD CONTRACT RIDER

The Brevard Virtual Instruction Program Agreement, (hereinafter "Agreement"), entered between the School Board of Brevard County, Florida, (hereinafter "School Board"), and Calvert Education Services, LLC, (hereinafter "Contracting Party"), is conditioned upon and subject to all of these provisions. The provisions of this Rider are incorporated in said Agreement, the School Board's Invitation to Negotiate #— District-Operated Virtual Instruction Program dated are made a part thereof fully and for all purposes.

1. Inconsistencies Between The Agreement And This Rider. In the event that there is any inconsistency between the Agreement and the terms of this Rider, then the terms of this Rider shall govern and control. The provisions in this Rider are an essential component of the Agreement, and the School Board of Brevard County will not maintain a contractual relationship with the contracting Party unless each of these provisions governs and controls the contractual relationship between the parties.
2. Limitation of Indemnity. Notwithstanding anything to the contrary in the Agreement, the School Board of Brevard County shall not be liable to hold harmless or indemnify the Contracting Party unless the loss or claim that gives rise to the claim for indemnity is materially and proximately caused by some breach, fault or wrongdoing on the part of the School Board or on the part of any agent or employee of the School Board for which the School Board is responsible. In addition, in no event shall the obligation of the School Board to hold harmless or indemnify the Contracting Party or any other third party exceed the limits of liability set out in the Limited Waiver of Sovereign Immunity Statute under Florida law, § 768.28, Florida Statutes.
3. No Liens/Limitation On Interest. Notwithstanding anything in the Agreement to the contrary, no party including the Contracting Party shall on account of the Agreement, obtain any lien or right to claim a lien in any property or assets owned or lawfully in the possession of the School Board of Brevard County. Additionally, notwithstanding any provision in the Agreement to the contrary, no interest or financial charges may be assessed or claimed against the School Board at an effective rate in excess of the limit of the rate of interest that may be charged against a local government entity in Florida.
4. Student Confidentiality. The Contracting Party and all of its agents and employees shall be bound to the same extent as the School Board of Brevard County in fulfilling the requirements of student confidentiality pursuant to Florida law, (§1002.22, Florida Statutes) and federal law (including, but not limited to, the requirements of the Family Educational Rights and Privacy Act – FERPA). This means that to the extent the Contracting Party or any agent or employee thereof in the course of performing work pursuant to the Agreement becomes aware of or has access to student identifying information, such information shall be maintained as strictly confidential and shall not be released except under circumstances permitted or required by Florida and federal law and applicable regulations.
5. Information Obtained From The School Board/School District of Brevard County May Not Be Published Or Distributed By The Contracting Party. The Contracting Party shall not

release nor publish to any third party any information regarding students, the families of students and employees or other information obtained in the course of performing the Agreement without the prior written consent of the Superintendent of the Brevard County School District. This includes without limitation, a prohibition against the Contracting Party selling or leasing lists of names, addresses or any other personal information for remuneration or otherwise. If the contracting party violates this provision then the School Board may seek all available remedies at law.

6. Florida Public Records Law. The Contracting Party and its agents and employees agree that the records they maintain as a result of performing the Agreement with the School Board of Brevard County may be determined under Florida law to be public records pursuant to Chapter 119, Florida Statutes, and to the fullest extent required by Florida law the Contracting Party shall maintain as public records and available for inspection those records maintained as a result of performing the Agreement to the extent such are required by the provisions of Chapter 119, Florida Statutes to be maintained as public records. Notwithstanding, student records are not public records under Florida law.
7. Limitation of Liability. Notwithstanding any provision herein, in the event that the District determines that Contractor is in breach of the agreement, the District will provide written notice to Contractor identifying the basis for the breach, and if applicable, the expected or desired cure. The Contractor shall have a reasonable time under the circumstances, not to exceed 30 days, to cure in all material respects the basis for the breach. Contractor shall not be in breach of the Contract if it complies with this cure process.
8. Annual Termination. Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board, and, with thirty days prior written notification to the Contracting Party, the School Board may elect to terminate or non-renew the Agreement annually for any reason in its discretion, or for no cause.

The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of Brevard County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.


9. Amendments To The Agreement. No modification, waiver or amendment of the Agreement or this Rider shall be valid or binding on the School Board unless that modification, waiver or amendment is presented in writing to the School Board sitting as a collegial body in a Sunshine Law meeting conduction pursuant to § 286.011, Florida Statutes, and by majority vote of quorum present said matter is adopted by the School Board and spread on the minutes thereof. Thereafter, such written modification, waiver or amendment must be signed by the Superintendent of the School Board of Brevard County. Without adherence to these formalities, there will be no enforceable or valid waiver, modification or amendment to the provisions of this Rider or the Agreement.

10. Dispute Resolution. Notwithstanding anything in the Agreement to the contrary, venue of any dispute resolution or litigation between the parties shall mandatorily be in the court of appropriate jurisdiction in Brevard County, Florida. Disputes will not be subject to binding arbitration although the parties are encouraged to mediate before litigation is filed. Each party shall be responsible for its own attorneys' fees for such dispute resolution and litigation.
11. Binding On Assigns And Successors. The provisions of this Rider bind affiliates, holding companies, subsidiaries, assignees, and successors of the Contracting Party, and are also applicable to employees and agents of the Contracting Party.
12. Florida Law. Florida law shall govern the interpretation of this Agreement.

Provider Name

School Board of Brevard County

By: 

By: 

Print: Richard Rasmus

Print: Dr. Brian T. Binggeli

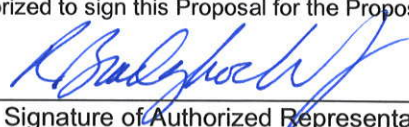
Title: Chief Executive Officer

Title: Superintendent

Date: _____

Date: 6/15/11

GENERAL CONDITIONS

SUBMIT PROPOSAL TO: The School Board of Brevard County Office Of Purchasing Services 2700 Judge Fran Jamieson Way Viera, FL 32940-6601		INVITATION TO NEGOTIATE ITN Acknowledgment	
ITN TITLE: District-Operated K-5 Full Time Virtual Instruction Program II		ITN NO: 11004/JO	
ITN DUE DATE AND TIME: April 15, 2011 – 2:00 P.M.		BUYER: Joe O'Connor	
PURCHASING TELEPHONE NUMBER: (321) 633-1000 Ext. 470		ISSUE DATE: March 16, 2011	
Vendor Name: CALVERT EDUCATION SERVICES LLC		If returning as a "No Proposal" state reason:	
Vendor Mailing Address: 10713 GILROY RD SUITE B			
City – State – Zip Code: HUNT VALLEY, MD 21031			
Vendor Taxpayer Identification Number: 52-0591510	Telephone Number: 410.785.3400	Toll-Free Number: 877.485.8283	Fax Number: 410.785.3447
Internet E-Mail Address: (Required For Electronic Purchase Orders) oleikvoll@calvertservices.org		Internet URL www.calvertschool.org	
<p>I certify that this Proposal is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the School Board of Brevard County, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the School Board of Brevard County all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School Board of Brevard County. At the School Board's discretion, such assignment shall be made and become effective at the time of final payment to the Proposer.</p>		<p>I agree to adhere to all requirements referenced in these General Conditions as well as all other requirements specified in the ITN Documents for the life of the contract and certify that I am authorized to sign this Proposal for the Proposer.</p> <p>X  Signature of Authorized Representative (Manual)</p> <p>R. BRADY LOCHER, JR. Name of Authorized Representative (Typed or Printed)</p> <p>DIR. PARTNERSHIP DEVELOP. 4/14/11 Title Date</p>	
<p>PURCHASING CARDS: <input checked="" type="checkbox"/> Not applicable to this ITN. District personnel may choose to use a Purchasing Card in place of a purchase order to make purchases from this proposal. Unless exception to this condition is checked below, the Proposer, by submitting a proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your proposal to be declared non-responsive.</p> <p><input type="checkbox"/> I do not accept the above condition.</p>			

PROPOSERS: To insure acceptance of the Proposal, follow these instructions.

- SEALED ITN REQUIREMENTS:** All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain in addition to the above address, the date and time of the proposal opening and the ITN number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- Taxes:** The School Board does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase orders.
 - Mistakes:** Proposers are expected to examine the specifications, delivery schedule, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - Conditioning & Packaging:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) Underwriter's Laboratories: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval of reexamination listing where such has been established by U.L. for the item(s) offered and furnished.

e) Proposer's Conditions: Any conditions to be made as part of the proposal should be submitted by letter with notes thereof on proposal sheet for consideration.

3. Equivalents: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, unless noted otherwise, are for information and not to limit competition. Proposal any brand, which meets or exceeds the quality of specifications listed for any item. Indicate on the proposal form the manufacturer's name and number and indicate any deviation from the specifications as listed. If the proposal is based on equivalent products, include two (2) copies of fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as a quotation in complete compliance with the specifications as listed in the proposal form.
4. Nonconformance to Contract Conditions: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items, and items not delivered as per delivery date in proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in: 1) Vendor's name being removed from the proposal list, and: 2) Claims against Performance Bonds will be implemented for damages.
5. Samples: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Proposer's expense. Request for the return of samples must be made within 10 days following opening of proposals. Each individual sample must be labeled with Proposer's name, proposal number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
6. Delivery: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user Monday through Friday.
7. Interpretations: Any questions concerning conditions and specifications shall be submitted to the buyer no later than three (3) days prior to the proposal opening.
8. Notice of Proposal Protest Bonding Requirement: Any person who files an action protesting a decision or intended decision pertaining to this proposal pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
9. Awards: Awards will be made to the lowest and best firm proposal price from the most responsive and responsible Proposer, meeting all the specifications and/or criteria, printed matter, attachments, drawings, schematics, and pre-proposal conferences (if any.). In the best interest of the School Board, the right is reserved to reject any and all proposals, to reject or accept any item or group of items.
10. Additional Quantities: Unless qualified by Proposer, acquisition of additional quantities at prices quoted on the invitation is at Buyer's discretion. If not the case, the proposal sheets must be noted "Proposal For Specified Quantity Only."
11. Inspection, Acceptance & Title: Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the buyer.
12. Payment: Payment will be made by the accounting department or by Purchasing Card if applicable to this proposal, after the items awarded to a vendor have been received, inspected, and found to comply with award specifications free of damage or defect and properly invoiced.
13. Disputes: In case of any doubt or difference of opinion as to the items to be furnished, the decision of the buyer shall be final and binding on both parties.
14. Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
15. Special Conditions: Any and all Special Conditions that may vary from these General Conditions shall have precedence.
16. Validity: Bids must be valid for one year after date of award, unless otherwise stipulated in bid request, or bidder's offer has been made and acceptance has been considered and accepted.

17. Asbestos Statement: All materials supplied to the School Board of Brevard County, Florida must be 100% asbestos free. Bidder by virtue of bidding, certifies by signing bid, that if awarded any portion of this bid, will supply only material or equipment that is 100% asbestos free. No bid will be considered unless this is agreed to by the bidder.
18. Toxic Substances In Construction, Repair, Or Maintenance Of Educational Facilities: (Florida Statute 1013.49) - (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair, or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used, the contractor shall notify the district school superintendent or public postsecondary institution president in writing at least 3 working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.
19. Doing Business With One's Agency: (Florida Statute 112.313) -- No employee of the School Board of Brevard County may purchase goods or services from a firm in which said employee has a material interest, nor shall employees, directly or indirectly, purchase, sell, rent or lease goods or services for his/her agency from any business entity of which he/she, spouse, or child has a material interest.
20. Public Entity Crimes: All bidders are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
21. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
 - a) The prospective lower tier participant certifies, by submission and signature of this bid, that either it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
22. Davis-Bacon Act (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
23. Liability, Insurance, Licenses and Permits: Where bidders are required to enter or go into School Board property to deliver materials or to perform work or services as a result of a bid award, the bidder agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurances. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of their bid.
24. Release, Indemnification and Hold Harmless: The Vendor shall indemnify and hold harmless the School Board of Brevard County (SBBC), its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of SBBC or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SBBC's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.
25. Jessica Lunsford Act: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors' employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
26. Proposers and/or interested parties may attend this opening.

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

INSURANCE REQUIREMENTS

All bidders shall furnish (with their bid), a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract award, the successful bidder(s) shall be required to name the School Board of Brevard County, Florida, as an additional insured to the successful bidder(s) General Liability insurance policy. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.

Each Claim:	\$1,000,000
Per Occurrence:	\$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

CALVERT EDUCATION SERVICES LLC
Vendor/Company Name - Print

R. BRADY HOCHER, JR.
Authorized Representative's Name – Print

 Signature	<u>1/14/11</u> Date
---	------------------------

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6699**

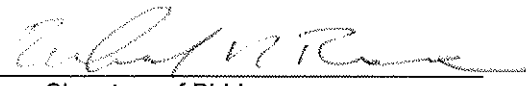
DRUG FREE WORK PLACE, SECTION 287.087 FL STATUTES

IDENTICAL TIE BID - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (Provide School District with a copy of said document with firm's name on Notification Document.)
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CALVERT EDUCATION SERVICES LLC
Vendor's Corporate Name


Signature of Bidders
Executive Officer

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

March 17, 2011

TO: All Proposers

FROM: Joe O'Connor, Purchasing Specialist

RE: ITN #11004/JO – District–Operated K-5 Full Time Virtual Instruction Program II

ADDENDUM #1 TO ITN #11004/JO

[illegible]

This addendum is issued as a part of the aforementioned ITN. The changes incorporated herein are an amendment to and supersede those conditions shown in the original invitation to bid. The proposer shall acknowledge receipt of this addendum by signing this form and returning with proposal package. Failure to do so may subject bidder to disqualification.

Be advised of the following clarifications and corrections:

- 1) Section 5.13 states that the District's authorized representative for communications regarding this ITN is identified in Section 3.1. The District's authorized representative for communications regarding this ITN is actually identified in Section 3.2.

Section 5.13 is now changed to read:

- 5.13** Respondents of this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting date of the intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer, or member of the School Board of Brevard County concerning any aspect of this solicitation, except in writing to the authorized BPS representative identified in Section 3.2. Violation of this provision may be grounds for rejecting a response at any time during the proposal process.

- 2) Section 6.6 states that questions must be received before 5:00 PM on January 21, 2011. The correct deadline date for receipt of questions is April 6, 2011.

Section 6.6 is now changed to read:

- 6.6** Please direct all inquiries concerning this proposal to: Joe O'Connor, Purchasing Specialist, Office of Purchasing Services, 2700 Judge Fran Jamieson Way, Viera, Fl. 32940-6601, phone number 321-633-1000 Ext. 470. Requests for Information must be submitted by E-mail to oconnor.joe@brevardschools.org or by Fax to 321-633-3618. Questions must be received before 5:00 PM on April 6, 2011. Questions not received by this date and time will not be considered.

CALVERT EDUCATION SERVICES LLC

Company Name


Signature

Signature

A. Executive Summary

Calvert Education Services, LLC (CES) is seeking to partner with the Brevard County Public Schools by providing services and materials needed for the district to operate a virtual school program for students in grades Kindergarten through Grade 5. The foundation of the Calvert program is the high-quality, research-based, and standards-aligned Calvert curriculum, which has been producing results for over a century. Since 1906, the non-profit Calvert School has helped children around the world to realize their academic potential despite the constraints of income and geography.

Calvert Education Services, LLC provides a proven curriculum that has been used to educate over 600,000 students over the past 100 years. The K-5 curriculum aligns to Florida Next Generation Sunshine standards and provides the best in both online education via a student portal and learning management system and offline materials including textbooks, workbooks, and supplies. The Calvert curriculum provides an outstanding option for Brevard students. Seven core principles guide the development of Calvert's academic program:

1. ***A balance of subject matter that includes cultural literacy.*** The Calvert experience is a complete experience that challenges students while preparing them with 21st century skills. The curriculum builds on a rich foundation of reading, writing, and arithmetic to give students a firm foundation. That foundation is then layered with history, science, geography, and the arts to ensure a comprehensive experience. In a time when reading and mathematics seem to be the focus, often at the expense of other subjects, this point is significant. Reading and writing strategies are applied, reinforced, and enriched in the other content areas. The students then learn how to use their knowledge and skills by thinking critically, reasoning logically, working cooperatively in a virtual environment--skills that are needed in the 21st century workplace.
2. ***Integration and application across content areas.*** Calvert's time-tested curriculum is built on the principle of subject integration. For instance, Calvert Fifth Grade students study the Civil War in history. At the same time, they also interpret Walt Whitman's poem "O Captain! My Captain!" about Abraham Lincoln's assassination and draft a composition entitled "A Civil War Battle." This reinforced study across subject areas develops higher order thinking skills, promotes content mastery, and establishes a purpose for learning.
3. ***Content mastery with balance of new and review.*** Important ideas, skills, and concepts are interwoven between subjects and spiraled from lesson to lesson and from grade to grade to expand student's understanding and knowledge throughout the years. Daily checkpoints and routine assessments allow students to demonstrate cumulative content mastery.
4. ***Strong foundation of basic skills and application of high order thinking skills.*** A solid foundation in reading, writing, and mathematics skills development is essential but the ability to apply those skills in a variety of situations with critical thinking and analysis make for a well-educated student.
5. ***Oral and written expression.*** The ability to communicate effectively cannot be underestimated. These skills are introduced at any early age and cultivated continually so that students are poised to make the most of language in any endeavor.
6. ***Clear expectations for highest quality of work possible.*** Attention to detail and accuracy with support from explicit instruction is emphasized by District Teachers and Calvert professionals who challenge students to understand direction and seek their highest potential.

7. *Development of character, curiosity, and commitment.* Calvert strives to instill a strong sense of citizenship, responsibility, and independence in the students. Creating a lifelong passion for learning is underscored in everything Calvert does and supports the organization's highest mission to challenge and inspire the best in each child.

In addition to its research-based curriculum, CES has the educational, programmatic, and technical infrastructure necessary for operating a virtual program. Unlike the other large-scale providers, CES is not-for-profit, has been operating a brick and mortar school since 1897, and has been offering home instructional services since 1907. Leveraging the partnership between student, professional teacher, parents, peers, and other members of the academic community, the Calvert program allows Brevard County to create a learning environment that empowers students who participate to achieve success.

Each student is surrounded by a robust learning community that consists of three components: a *District Teacher*, *Instructional Support* from Calvert, and the *Learning Guide* (parent or guardian) at home. Each student's learning team is led by a certified district-employed teacher who is accountable for individual student results. This teacher is supported by a professional learning community of grade level and subject experts at CES. The final team member is the Learning Guide who supports and monitors the student as s/he completes assignments at home under the direction of the District Teacher.

The Calvert program is designed to serve any student who is motivated to learn rigorous content in a customized educational setting and who has the daily support of a responsible adult. The program uses a blend of online and offline activities and the percentage of online activities increases as the student matures. A fundamental benefit of the Calvert experience is the ability to move through subjects at the optimal pace for the individual student, completing easier subjects more rapidly and taking more time with challenging material. One-on-one attention is given by the District Teacher and Learning Guide helping all students excel.

Students log in to the Learning Management System to see assignments, announcements, resources, and other student work posted by the District Teacher. The Teacher may also conduct live classes that could include a daily overview, topical discussions, instructional lectures, peer review sessions, group projects, and much more. Other online activities include instructional videos, electronic game-based skill practice tools, technology instruction, group projects, interaction tools, threaded discussions, peer review sessions, and the option to use either an online or offline lesson manual and textbooks.

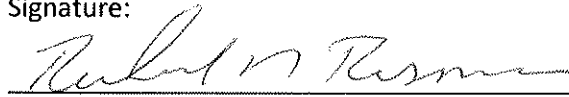
Offline activities include the use of novels and textbooks, workbooks, Learning Guide-led discussion, and experiential learning activities such as science labs and nature walks. The Learning Guide may also, on any given day, choose to take advantage of district-recommended, age-appropriate extra-curricular activities, field trips, events, and community gatherings to enhance the learning of the student.

Calvert is committed to providing an academic experience that inspires the best in students and maximizes teacher effectiveness. Schools can look forward to many benefits for students, teachers, and administrators. Calvert has worked effectively with students in a variety of school settings from urban classrooms to rural distance learning and virtual schools. Through its flexible yet rigorous program, CES can help Brevard County Public Schools raise the achievement level of elementary students. The Calvert program has successfully demonstrated student achievement gains among a wide variety of socio-economic and demographic groups.

Conclusion

Calvert Education Services LLC is dedicated to inspiring Brevard County students in grades K-5 to realize their full potential in a 21st Century learning environment. The program uses a proven curriculum, expert support, and instructional systems designed to encourage academic excellence. In partnership with Calvert Education Services, LLC Brevard County Public Schools will provide an important and high quality educational alternative to their families.

Signature:



Richard Rasmus, Chief Executive Officer

4-13-11

Date

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C. Compliance Requirements

1. Registration

- a. See Attachment A
- b. See attached W-9

2. Evidence of three years of service

Calvert Education Services has been providing this scope of services for a minimum of three years as attested to in the attached auditor's letter from the year ending June 30, 2008.

3. Financial Stability

- a. Calvert Education Services, as a not-for-profit wholly owned subsidiary of the Calvert School, has been in continuous operations for one hundred and four years. Calvert currently supports over twelve thousand students annually in all fifty states, seventy-five public school districts and seventy-eight foreign countries. Calvert has invested significantly in the evolution of its program and services over the last ten years in order to better serve the regulatory, administrative and academic needs of its public school partners. At the conclusion of our last audited fiscal year 2010, Calvert School reported cash and cash equivalents of \$4,303,010 and investment reserves of \$36,524,395. Calvert School is not now and has never been involved in bankruptcy proceedings.

b. Credit References

D & B Number: 07-828-1292

P.S. Graphics
21 Fontana Lane, Suite 101
Baltimore, MD 21237
410-574-1313

Rockville Printing
736 Rockville Pike
Rockville, MD 20852
301-251-0001

Webb Mason
Po Box 62414
Hunt Valley, MD 24264-2414
410-785-1111

- c. See attached financial statements and auditors letters for the last three fiscal years

- d. See Attachment B

4. Program Coordinators

Brady Locher	410.568.1312	blocher@calvertservices.org
Nancy Gibson	410.785.3400 x3374	ngibson@calvertservices.org
Jason Losover	410.785.3400 x3373	jlosover@calvertservices.org
Lauren Bone	410.785.3400 x3381	lbone@calvertservices.org

- 5. Calvert Education Services has no licensing sanctions.

- 6. All software involved with the Calvert Partners curriculum program is web based.

**ATTACHMENT A
ACKNOWLEDGEMENT OF BUSINESS TYPE**

All Respondents shall sign the following: I R. BRADY LOCHER, JR. certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, equipment, and services, and is in all respects fair and without collusion or fraud. I/We proposed to furnish and deliver the materials in accordance with the specifications, at the prices as bid.

If Individual - Name of Owner _____

Address _____

Signature _____ Telephone _____

Type the Persons name of the above signature _____

If an individual is doing business under a name (d.b.a) other than his own

Firm Name _____

Address _____

Signature _____ Telephone _____

Type the Persons name of the above signature _____

If a partnership – Name of Partners _____

Name of Partnership _____

Address _____

Signature(s) _____ Telephone _____

Type the Persons name of the above signature _____

If a corporation – Name of Corporation CALVERT EDUCATION SERVICES LLC

In what State is the Corporation Incorporated? MARYLAND

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes X No _____

Address 10713 GILROY RD SUITE B, HUNT VALLEY, MD 21031

Authorized Signature [Signature] Telephone 410-785-3400 ext 3320

Signature [Signature] Telephone 410. 785. 3400 x 3379

Signatures witnessed by R. Brady Locher, Jr. Date 4/13/11

Please have an Official of your company sign this page and have the signature witnessed

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Calvert Education Services, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 10713 Gilroy Road, Suite B	Requester's name and address (optional)
	City, state, and ZIP code Hunt Valley, MD 21031	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
2	7	-	4	2	9	7	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

4/13/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Calvert School, Inc.

Statements of Financial Position
as of June 30, 2010, 2009 and 2008

Assets	2010	2009	2008
Cash & cash equivalents	4,303,010	4,771,074	8,075,106
Tuition & accounts receivable, net	1,720,662	447,793	345,533
Pledges receivable, net	150,131	188,408	515,407
Notes receivable	671,463	490,590	492,590
Prepaid expenses	759,395	678,544	600,808
Inventory	5,514,921	5,417,115	4,372,586
Investments	36,524,395	34,277,566	44,680,721
Construction in progress	1,635,993	1,635,993	1,723,656
Property & equipment, net	29,699,061	30,858,619	31,382,877
Total Assets	80,979,031	78,765,702	92,189,284
Liabilities & Net Assets			
Liabilities & Net Assets			
Accounts payable & accrued expenses	7,665,193	6,630,088	5,707,226
Deferred revenues	3,714,198	1,947,413	2,298,379
Bonds payable	11,600,000	12,000,000	12,000,000
Total Liabilities	22,979,391	20,577,501	20,005,605
Net Assets			
Unrestricted	53,049,797	53,243,239	67,422,747
Temporarily restricted	921,597	1,150,062	589,895
Permanently restricted	4,028,246	3,794,900	4,171,037
Total Net Assets	57,999,640	58,188,201	72,183,679
Total Liabilities & Net Assets	80,979,031	78,765,702	92,189,284

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Independent Auditor's Report

To the Board of Trustees
Calvert School, Inc.
Baltimore, Maryland

We have audited the accompanying statements of financial position of Calvert School, Inc. (the School) as of June 30, 2010 and 2009, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Calvert School, Inc. as of June 30, 2010 and 2009, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Baltimore, Maryland
November 18, 2010

Calvert School, Inc.

Statement of Activities
Year Ended June 30, 2010

	Unrestricted			Temporarily Restricted	Permanently Restricted	2010 Total
	Operating	Long-term Investment	Total Unrestricted			
Revenues, gains and support						
Tuition & Fees, net	23,181,697	-	23,181,697	-	-	23,181,697
Contributions	846,534	53,125	899,659	(60,016)	122,134	961,777
Investment income, net	-	3,910,376	3,910,376	233,247	111,212	4,254,835
Other income	606,924	-	606,924	-	-	606,924
Net assets released from restrictions	281,776	119,920	401,696	(401,696)	-	-
Total revenues, gains & support	24,916,931	4,083,421	29,000,352	(228,465)	233,346	29,005,233
Expenses						
General instructional	12,882,865	-	12,882,865	-	-	12,882,865
General & administrative	11,755,902	-	11,755,902	-	-	11,755,902
Plant operation & maintenance	2,096,839	-	2,096,839	-	-	2,096,839
Depreciation & amortization	1,413,392	-	1,413,392	-	-	1,413,392
Fundraising	532,064	-	532,064	-	-	532,064
Total Expenses	28,681,062	-	28,681,062	-	-	28,681,062
Change in net assets before transfers & Pension-related changes other than net-periodic pension costs	(3,764,131)	4,083,421	319,290	(228,465)	233,346	324,171
Pension-related changes other than net-periodic pension cost	(512,732)	-	(512,732)	-	-	(512,732)
Transfers to support operating activities	1,727,447	(1,727,447)	-	-	-	-
Transfers to support financing activities	400,000	(400,000)	-	-	-	-
Transfers to support capital projects	-	-	-	-	-	-
Change in net assets	(2,149,416)	1,955,974	(193,442)	(228,465)	233,346	(188,561)
Net Assets at beginning of year	23,800,507	29,442,732	53,243,239	1,150,062	3,794,900	58,188,201
Effect of adoption of recognition provision of FAS 117-1	-	-	-	-	-	-
Net Assets at end of year	21,651,091	31,398,706	53,049,797	921,597	4,028,246	57,999,640

McGladrey & Pullen

Certified Public Accountants

Independent Auditor's Report

To the Board of Trustees
Calvert School, Inc.
Baltimore, Maryland

We have audited the accompanying statements of financial position of Calvert School, Inc. (the School) as of June 30, 2009 and 2008, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Calvert School, Inc. as of June 30, 2009 and 2008, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Timonium, Maryland
October 27, 2009

Calvert School, Inc.

Statement of Activities
Year Ended June 30, 2009

	Unrestricted			Temporarily Restricted	Permanently Restricted	2009 Total
	Operating	Long-term Investment	Total Unrestricted			
Revenues, gains and support						
Tuition & Fees, net	22,413,363	-	22,413,363	-	-	22,413,363
Contributions	698,521	24,401	722,922	272,655	82,208	1,077,785
Investment income, net	48,545	(8,001,602)	(7,953,057)	(244,607)	(382,138)	(8,579,802)
Other income	501,448	-	501,448	-	-	501,448
Net assets released from restrictions	307,322	130,171	437,493	(437,493)	-	-
Total revenues, gains & support	23,969,199	(7,847,030)	16,122,169	(409,445)	(299,930)	15,412,794
Expenses						
General instructional	12,229,361	-	12,229,361	-	-	12,229,361
General & administrative	11,836,140	-	11,836,140	-	-	11,836,140
Plant operation & maintenance	2,083,202	-	2,083,202	-	-	2,083,202
Depreciation & amortization	1,454,059	-	1,454,059	-	-	1,454,059
Fundraising	502,716	-	502,716	-	-	502,716
Total Expenses	28,105,478	-	28,105,478	-	-	28,105,478
Change in net assets before transfers & Pension-related changes other than net-periodic pension costs	(4,136,279)	(7,847,030)	(11,983,309)	(409,445)	(299,930)	(12,692,684)
Pension-related changes other than net-periodic pension cost	(1,302,794)		(1,302,794)			(1,302,794)
Transfers to support operating activities	1,847,630	(1,847,630)	-	-	-	-
Transfers to support financing activities	(1,000,000)	1,000,000	-	-	-	-
Transfers to support capital projects	469,719	(469,719)	-	-	-	-
Change in net assets	(4,121,724)	(9,164,379)	(13,286,103)	(409,445)	(299,930)	(13,995,478)
Net Assets at beginning of year	27,881,599	39,541,148	67,422,747	589,895	4,171,037	72,183,679
Effect of adoption of recognition provision of FAS 117-1	40,632	(934,037)	(893,405)	969,612	(76,207)	-
Net Assets at end of year	23,800,507	29,442,732	53,243,239	1,150,062	3,794,900	58,188,201

McGladrey & Pullen

Certified Public Accountants

Independent Auditor's Report

To the Board of Trustees
Calvert School, Inc.
Baltimore, Maryland

We have audited the accompanying statements of financial position of Calvert School, Inc. (the School) as of June 30, 2008 and 2007, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the School's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Calvert School, Inc. as of June 30, 2008 and 2007, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Timonium, Maryland
December 4, 2008

Calvert School, Inc.

Statement of Activities
Year Ended June 30, 2008


	Unrestricted			Temporarily	Permanently	2008 Total
	Operating	Long-term Investment	Total Unrestricted	Restricted	Restricted	
Revenues, gains and support						
Tuition & Fees, net	24,938,940	-	24,938,940	-	-	24,938,940
Contributions	769,980	-	769,980	475,571	384,691	1,630,242
Investment income, net	106,046	(6,657,595)	(6,551,549)	(351,243)	-	(6,902,792)
Other income	639,442	-	639,442	-	-	639,442
Net assets released from restrictions	224,138	666,652	890,790	(890,790)	-	-
Total revenues, gains & support	26,678,546	(5,990,943)	20,687,603	(766,462)	384,691	20,305,832
Expenses						
General instructional	12,228,646	-	12,228,646	-	-	12,228,646
General & administrative	11,277,566	-	11,277,566	-	-	11,277,566
Plant operation & maintenance	2,005,897	-	2,005,897	-	-	2,005,897
Depreciation & amortization	1,572,733	-	1,572,733	-	-	1,572,733
Fundraising	329,756	-	329,756	-	-	329,756
Total Expenses	27,414,598	-	27,414,598	-	-	27,414,598
Change in net assets before transfers & Pension-related changes other than net-periodic pension costs	(736,052)	(5,990,943)	(6,726,995)	(766,462)	384,691	(7,108,766)
Pension-related changes other than net-periodic pension cost	(2,814,028)	-	(2,814,028)	-	-	(2,814,028)
Transfers to support operating activities	1,962,353	(1,962,353)	-	-	-	-
Transfers to support financing activities	(1,000,000)	1,000,000	-	-	-	-
Transfers to support capital projects	-	-	-	-	-	-
Change in net assets	(2,587,727)	(6,953,296)	(9,541,023)	(766,462)	384,691	(9,922,794)
Net Assets at beginning of year	30,469,326	46,494,444	76,963,770	1,356,357	3,786,346	82,106,473
Effect of adoption of recognition provision of FAS 117-1	-	-	-	-	-	-
Net Assets at end of year	27,881,599	39,541,148	67,422,747	589,895	4,171,037	72,183,679

ATTACHMENT B
Vendor's Statement of Qualification

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract? ___Yes XNo
2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract? ___Yes XNo
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations hereunder? ___Yes XNo
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ___Yes XNo
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? ___Yes XNo
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ___Yes XNo
9. Provide the following financial information:

\$ <u>324,000</u>	Earnings Before Interest & Taxes
\$ <u>91,000,000</u>	Total Assets
\$ <u>29,000,000</u>	Net Sales
\$ <u>N/A</u>	Market Value of Equity (Common & Preferred Stock)
\$ <u>23,000,000</u>	Total Liabilities
\$ <u>13,000,000</u>	Current Assets
\$ <u>7,700,000</u>	Current Liabilities
\$ <u>58,000,000</u>	Retained Earnings


 Authorized Representative's Signature

CALVIN EDWARDS SERVICES
 Company Name

D. Experience and Qualifications

1. Organizational History

Calvert Education Services is a subsidiary division of the Calvert School in Baltimore Maryland. The Calvert School was founded in 1907 as a private K-5 elementary school. Early in its history, the Calvert School began to support students who, for a variety of reasons, needed to engage in their education outside of the traditional classroom. To support this unique need, the Calvert headmaster instructed his teachers to develop explicit daily lesson plans that could be facilitated by parents with their students in the home or wherever they were located. This innovative instructional methodology was enthusiastically adopted by families who were temporarily stationed outside of the country with the military, Foreign Service, multi-national corporation or engaged in extensive travel. Calvert supported these families with a rigorous American style education for decades.

As Calvert approached the turn of the next century, virtual education began to be adopted by public school systems around the country. The evolution of instructional technologies made it possible to effectively instruct students at a distance. As part of Calvert School's longstanding commitment to continuous improvement, they adopted these new methodologies and made them available, for the first time, to public school partners for use with their own students. Today, Calvert Education Services supports over seventy public school district partners in eighteen states with a combined full time enrollment of over six thousand students. Three of those partners are in Florida today.

- **Duval County Public Schools-** Calvert Education Services was selected by DPS as their provider of K-5 curriculum and services for their first district operated virtual school program. (Reference contact information is included on Attachment C). We are just completing our first year of service which began with the September 2010 school year. In their first year, Duval Virtual School enrolled 125 K-5 students. Calvert provided all curriculum materials, online instructional and administrative resources, professional staff development and placement services and student information support systems. The Duval School Board has just voted to renew our contract for next year based upon the success of our initial year. All of the following key staff participated in this engagement and would be assigned to support the program covered by this ITN:

Dr. Gloria Julius	Chief Learning Officer
Brady Locher	Director of Partnership Development
Nancy Gibson	Senior Program Manager
Jason Losover	Web Marketing Strategist
Lauren Bone	Program Manager

- **Hillsborough County Public Schools-** HPS selected Calvert as their K-5 curriculum and services provider for their first district operated virtual school program. (Reference contact information is included on Attachment C). We are now concluding our first year with Hillsborough who enrolled twenty-five students this year. The Hillsborough School Board has voted to renew our contract based upon results. Calvert provided all curriculum materials, online instructional and administrative resources, professional staff development and placement services and student information support systems. All of the following key staff participated in this engagement and would be assigned to support the program covered by this ITN:

Dr. Gloria Julius	Chief Learning Officer
Brady Locher	Director of Partnership Development
Nancy Gibson	Senior Program Manager
Jason Losover	Web Marketing Strategist
Lauren Bone	Program Manager

- **Northeast Florida Educational Consortium-** NEFEC implemented the Calvert K-5 curriculum program on behalf of their sixteen member districts in school year 2010-2011. (Reference contact information is included on Attachment C). We are about to conclude our first year of working with NEFEC who enrolled fifty students during the year. NEFEC has confirmed their intention to continue offering the Calvert program to its member districts for the 2011-2012 school year. Calvert provided all curriculum materials, online instructional and administrative resources, professional staff development and placement services and student information support systems. All of the following key staff participated in this engagement and would be assigned to support the program covered by this ITN:

Dr. Gloria Julius	Chief Learning Officer
Brady Locher	Director of Partnership Development
Nancy Gibson	Senior Program Manager
Jason Losover	Web Marketing Strategist
Lauren Bone	Program Manager

Equal Employment Opportunity and Anti-Harassment Policy

Calvert Education Services, LLC strictly prohibits any discrimination or harassment. All employees, regardless of position or title, will be subject to severe discipline, up to and including discharge, should Calvert Education Services, LLC determine that an employee engaged in a violation of this policy.

Calvert Education Services, LLC Provides An Environment Free of Discrimination

It is our policy to recruit, hire, train, promote and administer any and all personnel actions without regard to race, color, religion, age, sex, sexual orientation, pregnancy, national origin, marital status, ancestry, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local law. Calvert Education Services, LLC also will not discriminate on the basis of an individual's membership in the military, application for membership to the military, or military service. We will not tolerate any unlawful discrimination or harassment, and any such conduct is prohibited. We will not condone or tolerate the discrimination or harassment of employees by their co-workers, supervisors, third parties or any individual under our control.

Calvert Education Services, LLC Provides An Environment Free of Harassment

Calvert also prohibits any harassment based on any of the attributes mentioned above, including racial or religious harassment. For example, we will not tolerate racial or religious slurs, jokes, threats or intimidation or any similar verbal or physical conduct that denigrates or shows hostility or aversion towards an individual because of his/her race, ethnicity, religion or national origin, or any of the other attributes mentioned above. These types of behavior are unacceptable anywhere on Calvert's facilities, in other work settings, such as business trips, and at business-related social events. All employees, particularly managers, have a responsibility for keeping the environment free of harassment.

Sexual harassment, male or female, is a particular form of harassment, and like all other harassment, is expressly prohibited. Sexual harassment includes any unwelcome or unwanted conduct of a sexual nature (verbal or physical) when: (1) submission to such conduct is a term or condition of a person's employment; (2) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; or (3) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Examples of unacceptable conduct include, but are not limited to:

- Threats or promises of benefits in exchange for sexual favors;
- Unwanted sexual jokes, flirtations, advances or propositions or obscene comments or gestures;
- Graphic or verbal commentary or abuse about an individual's body, dress, sexual prowess, sexual deficiencies or of any sexual nature or the use of sexually degrading words to describe an individual;
- Unwanted or suggestive touching, leering, whistling, pinching or insulting; or
- The display of sexually suggestive objects or pictures, including nude or barely clothed photographs.

Reporting Violations of this Policy and Investigation

Any incident or situation that an employee believes involves a violation of this policy, sexual or otherwise, by any employee or individual under Calvert's control, should be brought to the immediate attention of the employee's manager. If an employee does not feel comfortable discussing the matter with his or her manager, or if the situation involves the employee's manager, the employee should bring the matter to the attention of the Human Resources Manager. It is also recommended, but not required, that an employee firmly and promptly notify the offender that his or her behavior is unwelcome. Any supervisor or manager who becomes aware of any possible discrimination or harassment should immediately advise the President.

If an employee makes us aware of a complaint of discrimination or harassment, we are obligated by law to investigate and, if appropriate, take prompt remedial action. For this reason, if a complaint regarding a potential violation of this policy is brought to our attention, we will investigate, regardless of whether the complaining employee wishes us to do so or not. We will promptly and thoroughly investigate the facts and circumstances of any claim that this policy has been violated and will do our best to maintain the confidentiality of the complaint and complaining employee to the extent practical and appropriate under the circumstances.

No Retaliation For Complaining Of Discrimination Or Harassment

No individual will be subject to, and it is Calvert's policy to strictly prohibit, any form of discipline or retaliation for reporting any incident or situation of discrimination or harassment, pursuing any claim of discrimination or harassment, or otherwise participating or cooperating in any investigation of a complaint of discrimination or harassment. Retaliation is a serious violation of this policy, and any retaliation also should be reported immediately. Any person found to have retaliated against another individual for reporting discrimination or harassment will be subject to disciplinary

action, up to and including termination. Any individual who intentionally makes a false claim of discrimination or harassment is subject to discipline, up to and including termination.

2. Administrative and Staff Qualifications

See attached job descriptions of the key professionals designated to support the BPS program:

Dr. Gloria Julius	Chief Learning Officer
Brady Locher	Director of Partnership Development
Nancy Gibson	Senior Program Manager
Jason Losover	Web Marketing Strategist
Lauren Bone	Program Manager

3. References- See Attachment C and reference letters from three Florida district partners.

4. Litigation-Calvert Education Services is not involved in any litigation, either at this or any time, regarding any services we have provided to public school district partners.



CALVERT
Education Services, LLC

JOB DESCRIPTION

JOB TITLE: Chief Learning Officer

DEPARTMENT: Executive Team

SUPERVISOR: Chief Executive Officer

CLASSIFICATION: Salaried/Exempt

SUMMARY: The Chief Learning Officer serves as the executive sponsor for key client accounts. This person demonstrates commitment and support for each account by championing as the face of Calvert with the executive leadership of major clients and by advocating with CES staff on behalf of the client. The CLO provides leadership and direction in setting objectives and expectations, resolving problems, and measuring success.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:

- Remains current on trends and research about e-learning and global education
- Maintains a working knowledge of federal and respective state laws and regulations regarding public virtual education and/or charter schools.
- Collaborates with and supports the Sales/Marketing Team in presenting/explaining the academic program in depth to key potential district administrators/buyers via demonstrations and question and answer sessions
- Regularly dialogues with superintendents and/or district administrators to determine strategy, direction and vision of their virtual program. Solicits input and feedback on client needs, what's working, what's not working, and suggestions for improvement ("Voice of the Customer" contribution to market research)
- As client voices begin to show patterns, collaborates with Sales/Marketing team to orchestrate the internal discussions to address common concerns and issues
- Contributes to grant-writing and application efforts to expand opportunities as identified by Sales/Marketing team
- Monitors academic effectiveness of clients' programs
- Advocates and champions for the account both internally and externally
- Has a view of how the account aligns to CES's goals and how it benefits the organization.
- Clearly communicates overall objectives and expectations of the account to other members of the Executive Team, Directors, and Managers.

- Communicates account updates and expected outcomes as appropriate throughout the organization.
- Communicates with CES staff to motivate and build support for effectively serving the client
- Assesses the challenges and risks for each account studying the probability, the impact, and the effect of known risks on the client and on the organization, as well as the corrective action to take should that risk occur.
- Ensures that the Account Manager and teams have the skills and resources necessary to manage the account
- Supports the Account Manager in managing the scope of the account
- Facilitates resolutions to problems escalated from the Account Manager and/or client
- Clears roadblocks to success such as resource availability, competing priorities, or politics.
- Monitors and reviews program progress ensuring that operations and services for each client are on schedule and on budget and achieving the planned benefits.
- Assesses program deliverables and decides whether the predefined acceptance criteria have been met.
- Ensures that account benefits are realized for both the organization and the client
- Assures linkage of account efforts to organizational strategies and priorities.
- Actively participates at all meetings where executive sponsor is necessary (Initial Kick-off, Milestone Reviews, and End-of-Year Reviews).
- Ensures timely reviews at key decision points to accelerate decision-making, keep team members motivated, and maintain account velocity
- Supervises Principals of Calvert-managed Virtual Academies as laws allow

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Master's degree in education or a related field with ten to twelve years of management experience. Must have demonstrated leadership skills and ability to develop and implement new concepts. Has working knowledge of regulatory trends in education markets and has knowledge of No Child Left Behind regulations. In addition, must have excellent team building skills, the ability to multi-task and have excellent oral and written communication skills.



CALVERT
Education Services, LLC

JOB DESCRIPTION

JOB TITLE: Director of Partnership Development

DEPARTMENT: School Services

SUPERVISOR: Director of Sales and Marketing

CLASSIFICATION: 12-month; Exempt

SUMMARY: The Director is a key member of the sales and marketing team and participates in strategic planning with the President and other members of the administration.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:

- Develop the business plan for Calvert Education Services School Services department that identifies an appropriate market niche
- Create a menu of services, develop a service delivery plan, establish standards to price and value service offerings;
- Hire, train, mobilize, and evaluate staff
- Work with the Director of Marketing to create and implement a marketing strategy;
- Generate new business opportunities,
- Design and deliver consulting engagements for clients
- Ensure prompt services of servicing of accounts.
- Responsible for achieving budgeted goals as established in the business plan.
- Report any new trends including changes to competitors strengths and weaknesses
- Other duties as assigned

QUALIFICATION REQUIREMENTS:

- Able to start new things and to take ideas from concept to implementation;
- Commitment to a collaborative leadership style;
- Strong interpersonal and communication skills
- Proficiency in Microsoft office is required
- Demonstrated relationship-building skills; solid judgment; critical thinking skills; ability to handle multiple tasks; highly organized
- Willing and able to exercise the authority entrusted in order to accomplish assigned duties and responsibilities

EDUCATION and/or EXPERIENCE:

- Requires a bachelor's degree in business or related field with at least 10-12 years of experience in the field. Masters degree preferred



CALVERT
Education Services, LLC

JOB DESCRIPTION

JOB TITLE: Program Manager

DEPARTMENT: School Services
SUPERVISOR: Director of School Services
CLASSIFICATION: Salaried

SUMMARY: Position coordinates the sales and marketing for new school clients and provides service support for existing client schools. Develops and follows through on sales leads and works with school administrators on curriculum applications, pricing, and related services.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:

- Cultivates potential clients and markets using research to develop strategic marketing plans.
- Acts as a liaison between CES and various educational groups, including charter school, school choice and reform groups.
- Works on a grassroots level in the Education community to promote CES' curriculum and services.
- Networks with other Education professionals to grow strong ties, nationwide, with educators and represents CES at high-level, strategically-chosen education conferences.
- Collaborates with Marketing to determine needs for marketing communications to clients and coordinates the development of collateral materials, direct mail, and website.
- Promotes the Calvert curriculum to clients representing CES and gives presentations on curriculum at conventions, workshops, and home school fairs.
- Any other work-related duties as assigned by supervisor or management.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Bachelor's degree from four-year college or university in Education, Business Administration, or Marketing with five to seven years of experience. Must have strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community. Must be willing to travel.

April 2011

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-192-294-PB

Bid Title: Food Service Sanitation Program

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: 8/07/13 thru 8/06/14

☐ N/A - One Time Purchase

Contract Value: \$ 100,000.00

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**

Piggy-backing Hillsborough County Public Schools Bid #11073-DST.

☐ **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)

Q V S, INC. (V-20634)

Provide and deliver dishwashing products for the Food Service Department Cafeterias countywide and to secure firm, net pricing for the contract period as specified herein.

ITEM NO.	DESCRIPTION	BRAND OF PRODUCT	HOW DISPENSED	RECOMMENDED DILUTION RATIO (CONCENTRATE)	COST PER OUNCE	UNITS CASE PACK	COST PER CASE
1.	Anti-Bacterial/ Microbial Liquid Hand Soap	Kutol Antibacterial Moisture Wash	Dispensers	Do Not Dilute	\$0.205	6/1000 ML	\$41.63
2.	All Purpose Cleaner (For Floor and Spray Applications)	QVS Super 4	1 oz. Hand Pump	<u>0.5</u> FL. Oz/Gallon	0.038	2/2.5 Gal	\$24.57
3.	Multi-Purpose Degreaser (For Floors)	QVS Super 4	1 oz. Hand Pump	<u>0.66</u> FL. Oz/Gallon	0.038	2/2.5 Gal	\$24.57
4.	Multi-Purpose Degreaser (For Any Non-Food Surface)	QVS Super 4	1 oz. Hand Pump	<u>4.0</u> FL. Oz/Gallon	0.038	2/2.5 Gal	\$24.57
5.	Sanitizer (Quaternary Solution – No Bleach)	QVS DS-10	Packets P/C	<u>0.25</u> FL. Oz/Gallon	0.1069	120/2.5 oz.	32.06
6.	Pot and Pan Detergent	QVS Premium Pot & Pan	Pump	<u>0.25</u> FL. Oz/Gallon	0.049	2/2.5 Gal	31.75
7.	Germicidal Detergent (For Cleaning)	QVS Lemon 4C	1 oz. Hand Pump	<u>2.0</u> FL. Oz/Gallon	0.042	4/1 Gal	21.61
8.	Freezer Cleaner	QVS Kleen-San	Spray	<u>RTU</u> FL. Oz/Gallon	.1341	6/1 QT	25.75

Balance of Line Catalog Discount: 20%

Note: Items will be delivered through Peninsular Paper Company (V-1725)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-165-295-PB

Bid Title: Food Service, Large Equipment

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: 6/11/13 thru 5/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 75,000.00

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
	3	6-months	1 - year	

* **Rationale/Reason**

Piggy-backing Marion County School Board Bid #3445AH.

☐ **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)

The following awarded bidders will provide discount t from the Manufacturer's Published list for delivered, uncreated and set-in place of Large Food Service Equipment as per bid specifications.

ITEM NO.	DESCRIPTION	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT & DELIVERY	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT, DELIVERY, UNCRATE AND SET-IN PLACE	VENDOR
1	Alexander Shelving	39%	36%	Design, Furnishings & Equipment, Inc.
2	Amco	50%	45%	International Restaurant Distributors, Inc.
3	Atlas Metal Set 'n' Service	47%	44%	International Restaurant Distributors, Inc.
4	Berkel Slicers (SA)	52%	50%	International Restaurant Distributors, Inc.
5	Beverage Aire	67%	66%	International Restaurant Distributors, Inc.
6	Cambro	52.5%	50.5%	International Restaurant Distributors, Inc.
7	Champion	35%	33%	Design, Furnishings & Equipment, Inc.
8	No line item 8 on proposal form.			
9	Cleveland	59%	58%	Design, Furnishings & Equipment, Inc.
9A	Cleveland: Combi Oven-Steamer – Convotherm	59%	58%	Design, Furnishings & Equipment, Inc.
9B	Cleveland: Convection Steamers – SteamChef	59%	58%	Design, Furnishings & Equipment, Inc.
9C	Cleveland: Hot Plate – Two Element Electric	59%	58%	Design, Furnishings & Equipment, Inc.
9D	Cleveland: Classic Convection Steamers	59%	58%	Design, Furnishings & Equipment, Inc.
10	Delfield	64%	62.5%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
10A	Delfield Pass thru Warmers	64%	62.5%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
10B	Delfield Reach in Refrigerators and Freezers	64%	62.5%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
10C	Delfield Pass thru Refrigerators	64%	62.5%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
11	Doyon	48%	46%	International Restaurant Distributors, Inc.
12	Duke Manufacturing	59%	57%	International Restaurant Distributors, Inc.

ITEM NO.	DESCRIPTION	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT & DELIVERY	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT, DELIVERY, UNCRATE AND SET-IN PLACE	VENDOR
12A	Duke Convection Ovens	59%	57%	International Restaurant Distributors, Inc.
13	Eagle	58%	57%	International Restaurant Distributors, Inc.
13A	Eagle – Foot Operated Pedestal Unit-HAS-10-FA-P	58%	57%	International Restaurant Distributors, Inc.
14	Eloma – Combi Ovens	32%	30%	Design, Furnishings & Equipment, Inc.
15	Excellence Commercial Products	47%	44%	Design, Furnishings & Equipment, Inc.
16	Food Warming Equipment	49%	48%	Design, Furnishings & Equipment, Inc.
17	Galley	55.9%	55.9%	International Restaurant Distributors, Inc.
18	Garland Commercial Industries	60%	59.5%	International Restaurant Distributors, Inc.
18A	Garland: Master Electric Convection Oven	60%	59.5%	International Restaurant Distributors, Inc.
19	Globe – Automatic Slicer	56%	55%	International Restaurant Distributors, Inc.
20	Hammerall Disposer	36%	34%	Design, Furnishings & Equipment, Inc.
21	Hobart	32.1%	31.1%	Design, Furnishings & Equipment, Inc.
21A	Hobart – Disposal	32.1%	31.1%	Design, Furnishings & Equipment, Inc.
21B	Hobart – Food Processor	32.1%	31.1%	Design, Furnishings & Equipment, Inc.
21C	Hobart – Slicer	32.1%	31.1%	Design, Furnishings & Equipment, Inc.
22	Hoshizaki	55%	53%	International Restaurant Distributors, Inc.
23	Insinkerator	53%	52%	International Restaurant Distributors, Inc.
23A	Insinkeator: Disposer – 2 HP Model SS200	53%	52%	International Restaurant Distributors, Inc.
23B	Insinkerator: Control Center Aqua Saver Model AS-101	53%	52%	International Restaurant Distributors, Inc.
24	Keating	22%	20%	International Restaurant Distributors, Inc.
25	Legion	45%	43%	Design, Furnishings & Equipment, Inc.
26	Low Temp/Color Paint	23%	22%	International Restaurant Distributors, Inc.
27	Manitowac Ice Machines (28A)	57%	56%	International Restaurant Distributors, Inc.

ITEM NO.	DESCRIPTION	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT & DELIVERY	DISCOUNT % FROM MANUFACTURERS PUBLISHED LIST PRICE INCLUDES: FREIGHT, DELIVERY, UNCRATE AND SET-IN PLACE	VENDOR
28	Metalcraft (Power Soak)	25%	23%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
29	Metro Shelving	50%	48%	International Restaurant Distributors, Inc.
30	Nexel Shelving	55%	50%	International Restaurant Distributors, Inc.
31	Power Soak Systems – 3 Bay Scrub Sink – See Exhibit B	25%	23%	Design, Furnishings & Equipment, Inc. International Restaurant Distributors, Inc
32	Regal Pinnacle	50%	46%	International Restaurant Distributors, Inc.
32A	Regal Pinnacle: Bandit Air Screen Merchandiser	50%	46%	International Restaurant Distributors, Inc.
33	Rubbermaid	45%	42%	International Restaurant Distributors, Inc.
34	Salvajor	54%	50%	International Restaurant Distributors, Inc.
35	Shelley	64%	62.2%	Design, Furnishings & Equipment, Inc.
36	Spray Master Technologies	38%	32%	Design, Furnishings & Equipment, Inc.
36A	Spray Master Technologies: Floor Scrubbing Machine	38%	32%	Design, Furnishings & Equipment, Inc.
37	True	66%	65%	International Restaurant Distributors, Inc.
38	Winston Industries	54.5%	53.2%	Design, Furnishings & Equipment, Inc.
38A	Winston Industries: CVap Holding Cabinet	54.5%	53.2%	Design, Furnishings & Equipment, Inc.
38B	Winston Industries: CVap Therm & Hold High Production Cabinet	54.5%	53.2%	Design, Furnishings & Equipment, Inc.
38C	Winston Industries: CVap Holding/Proofing Cabinet	54.5%	53.2%	Design, Furnishings & Equipment, Inc.

Note: Food Service Department intends on purchasing products from the following manufacturers: Beverage Aire, Delfield, Duke Manufacturing, Globe – Automatic Slicer along with Low Temp/Color Point Serving Lines, on an as needed basis from this bid. However, they may order additional manufacturers should a situation arise that requires them to do so.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-296-PS

Bid Title: Professional Service: NESHAP
Asbestos Demolition & Renovation
Surveys

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: \$ 88,000.00

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**

☐ **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:** Largo High School
Title: Director, Purchasing Department

Requested By: Edward Ural **Buyer:** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows:

APOLLO ENVIRONMENTAL, INC.

Perform Asbestos NESHAP demolition and renovation survey's prior to new school construction. Report to meet federal, state, and local government regulations.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-948-288-PS

Bid Title: Professional Nursing 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: 9/1/13 thru 8/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 62,000.00

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: School Health Services

Requested By: Sara O'Toole
Title: Manager, School Health Services

Buyer: Linda Balcombe

Recommended award by vendor as follows:

MAXIM HEALTHCARE SERVICES, INC.

Provide professional nursing services to students of Pinellas County Schools no longer eligible to receive these services at no cost under Medicaid guidelines.

- Hourly Rate LPN \$ 29.00
- Hourly Rate RN \$ 39.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 12-640-210-RA

Bid Title: Cafeteria Paper & Supply Products

Original Bid No: 10-640-229

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: 6/11/13 thru 6/30/13

☐ N/A - One Time Purchase

Contract Value: \$ 1,400,000.00 (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 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None

* *Rationale/Reason*

The revised contract value board approved on February 26, 2013 was \$1,300,000.00. An additional \$100,000.00 is needed to fulfill orders through the end of the contract period and start the summer programs.

☐ *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:

PENINSULAR PAPER COMPANY (V-1725)

Provide and deliver all types of paper & supply products for delivery to approximately **119** District facilities. The **Fixed Fees** for each product will remain firm for the length of the contract period. The **Fixed Fee** includes the distributor's overhead, profit, freight, and handling charges. The distributor may petition for product price increases every six months based upon published third-party market indicators.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-060-156

Bid Title: Motor Vehicle Filters

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 checked="" type="checkbox"/> None

* *Rationale/Reason*

Highest average discount award criteria did not afford the district its lowest net cost overall. Award criteria to be revised and the contract re-bid.

☐ *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:** Vehicle Maintenance
Title: Director, Purchasing Department

Requested By: Wade Hutchins **Buyer:** Nick Sparta
Title: Supervisor, Vehicle Maintenance

Recommended award by vendor as follows:

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-968-245

Bid Title: Drainage Improvements Phase 2B

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
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* **Rationale/Reason**

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

All bids received were over budgetary limits. The scope of work will be re-evaluated and project will be re-bid.

Bidders Solicited: 349 Bids Received: 5 Late Bids: 0 Rejected Bids: 5 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Countryside High School
Title: Director, Purchasing Department

Requested By: Edward Ural **Buyer:** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows:

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-497-246

Bid Title: Landscaping Materials

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*

Bids were not received for ten out of fifteen categories. Prior to re-bidding this contract, vendors will be vendors will be contacted as to the reason bids were not submitted and corrective action will be taken to increase competition.

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

Bidders Solicited: 68 Bids Received: 6 Late Bids: 0 Rejected Bids: 6 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** County Wide
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: **June 11, 2013**

Bid No: 13-340-290-RN

Bid Title: Fire Alarm Systems:Test, Inspection,
Repair, Installation & Internet
Monitoring

Original Bid No: 08-659-646

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: 7/01/13 thru 6/30/18

☐ N/A - One Time Purchase

Contract Value: \$ 1,000,000.00

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

*** 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: County Wide

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

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

Provide labor, materials and all necessary equipment to test, inspect, repair and install fire alarm systems, at various locations, county wide per specifications.

INTERNET FIRE ALARM MONITORING

<u>DESCRIPTION</u>	INTEGRATED SYSTEMS OF FLORIDA, INC	K.C. FIRE SYSTEMS, INC	SAI, INC.
Total installation fee to include Internet Alarm Communicator, labor and any necessary parts to complete installation	662.35	1004.85	1022.11
Annual Internet Monitoring fee	293.47	304.50	304.50
Hourly labor rate for repairs (non warranty calls)	66.24/hr	81.20/hr	95.41/hr
Discount off of Manufacturer's List price for replacement parts	21 %	10 %	10 %

FIRE ALARM SYSTEMS:TEST, INSPECTIONS, REPAIRS & INSTALLATION

	INTEGRATED SYSTEMS OF FLORIDA, INC.	K.C. FIRE SYSTEMS, INC	SAI, INC.
	Unit Price	Unit Price	Unit Price
Testing for Heat detector	10.19	8.12	13.20
Testing for Smoke Detector	10.19	8.12	13.20
Testing for Duct Detector	27.51	20.30	34.51
Testing for Smoke Detector Sensitivity	16.81	10.15	22.33
Testing for Pull Station	6.11	5.08	9.14
Total Cost for Horn/Strobe Elem	63.18	81.20	95.41
Total Cost for Horn/Strobe M/S	63.18	81.20	95.41
Total Cost for Horn/Strobe H/S	63.18	81.20	95.41
Total Cost for Horn/Strobe A/F	63.18	81.20	95.41
Hourly rate for Repair Technician	63.18	81.20	95.41
Hourly rate for Repair Technician helper	32.61	71.05	83.23
Hourly rate for installation technician	63.18	81.20	95.41

	INTEGRATED SYSTEMS OF FLORIDA, INC.	K.C. FIRE SYSTEMS, INC	SAI, INC.
	Unit Price	Unit Price	Unit Price
Hourly rate for install tech helper	32.61	71.05	83.23
Hourly rate for Electrical Sub install	59.10	81.20	76.13

HOURLY RATES FOR SYSTEM PROGRAMMING

	INTEGRATED SYSTEMS OF FLORIDA, INC.	K.C. FIRE SYSTEMS, INC	SAI, INC.
	Unit Price	Unit Price	Unit Price
ADT	25.48	86.28	126.88
Cerberus Pyrotronics	66.24	152.25	150.22
Edwards	66.24	95.41	95.41
Firelite	45.86	81.20	95.41
Gamewell	45.86	81.20	111.65
Notifier	45.86	81.20	95.41
Simplex	152.85	152.25	162.40

DISCOUNTS FROM LIST PRICE FOR PARTS & MATERIALS

ADT	36 %	15 %	10 %
Cerberus Pyrotronics	26 %	0 %	5 %
Edwards	26 %	25 %	25 %
Firelite	33 %	30 %	25 %
Gamewell	31 %	0 %	15 %
Notifier	22 %	20 %	15 %
Simplex	22 %	0 %	2 %

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-376-240-RN

Bid Title: Beverage Vending

Original Bid No: 12-376-345

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: 8/1/13 thru 7/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 500,000.00

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: County Wide High Schools

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

Buyer: Jena Grage

Recommended award by vendor as follows: (see attached)

COCA-COLA REFRESHMENTS USA, INC. (V-26612)**GROUP 1: COKE PRODUCTS**

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Coca-Cola Zero, 12 oz aluminum can Pack Size: 24	\$0.31	\$7.34
Coca-Cola Zero, 12 oz plastic contour bottle, re-closable Pack Size: 24	\$0.48	\$11.49
Cherry Coke Zero, 12 oz aluminum can Pack Size: 24	\$0.31	\$7.34
Cherry Coke Zero, 12 oz plastic contour bottle, re-closable Pack Size: 24	\$0.48	\$11.49

GROUP 2: GOLD PEAK TEA, COCA-COLA PRODUCTS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Gold Peak Tea, 12 oz plastic contour bottle, re-closable	No Bids Received	

GROUP 3: POWERADE, COCA-COLA PRODUCTS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Powerade, 12 oz plastic contour bottle, re-closable Flavors: Mountain Blast, Fruit Punch & Grape Pack Size: 24	\$0.56	\$13.45

GROUP 17: FRUIT JUICE

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
100% juice no added sugar, 10 oz plastic contour bottle, re-closable, Minute Maid Flavors: Apple Juice, Orange Juice & Mixed Berry Pack Size: 24	\$0.45	\$10.76

PEPSI BOTTLING GROUP (V-2836)**GROUP 4: PEPSI PRODUCTS**

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Pepsi Cola, 12 oz aluminum can Assorted Flavors to include: Pepsi, Diet Pepsi, Mountain Dew, Mountain Dew Voltage, Mountain Dew Livewire, Mountain Dew White Out, Mountain Dew Code Red, Diet Mountain Dew, Pepsi Next, Lipton Brisk Iced Tea, Sierra Mist Pack Size: 24	\$0.29	\$6.77

GROUP 4: PEPSI PRODUCTS (cont.)

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Pepsi Cola, 12 oz plastic contour bottle, re-closable Assorted Flavors to include: Pepsi, Diet Pepsi, Mountain Dew, Mountain Dew Voltage, Mountain Dew Livewire, Mountain Dew White Out, Mountain Dew Code Red, Diet Mountain Dew, Pepsi Next, Lipton Brisk Iced Tea, Sierra Mist Pack Size: 24	\$0.39	\$9.23

GROUP 5: GATORADE

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Gatorade G, 12 oz plastic contour bottle, re-closable Assorted Flavors to include: Cool Blue, Fruit Punch, Lemon Lime, Ice Punch, Riptide Rush, Tropical Mango, Orange Pack Size: 24	\$0.51	\$12.12
Gatorade G2, Low Calorie, 12 oz plastic contour bottle, re-closable Assorted Flavors to include: Grape, Orange and Glacier Freeze Pack Size: 24	\$0.51	\$12.12

GROUP 7: DR. PEPPER PRODUCTS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Dr. Pepper, 12 oz aluminum can Assorted Flavors to include: Dr. Pepper, Diet Dr. Pepper, Dr. Pepper 10 Pack Size: 24	\$0.29	\$6.77
Dr. Pepper, 12 oz plastic contour bottle, re-closable Assorted Flavors to include: Dr. Pepper, Diet Dr. Pepper, Dr. Pepper 10 Pack Size: 24	\$0.29	\$6.77

GROUP 6: IZZE SPARKLING JUICE BEVERAGE

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Izze, 8.4 oz aluminum can	No Bids Received	

GROUP 8: SNAPPLE PRODUCTS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Snapple Juice Drinks, 12 oz aluminum can	No Bids Received	

NESTLE WATERS NORTH AMERICA (V-29508)**GROUP 9: UNFLAVORED WATER, SPRING WATER**

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Unflavored Water, Spring Water, 16.9 oz plastic bottle, re-closable. Zephyrhills Code #: 73430-00506 Pack Size: 24 / 16 oz vend bottle	\$0.19	\$4.65

GROUP 16: NESTLE WATERS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Nestle Pure Life Flavored Water, 16.9 oz plastic bottle, re-closable. Flavors: Acai Grape, Wild Berry, Lemon, Orange Code #: 68274-34224, 68274-34216, 68274-91160, 68274-91161 Pack Size: 24 / 16.9 oz	\$0.29	\$6.95

AZ SOUTHEAST DISTRIBUTORS, LLC (V-30534)**GROUP 10: ARIZONA ICED TEA**

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Arizona Iced Tea, 11.5 oz aluminum can Available Flavors: Lemon Tea, Green Tea, Arnold Palmer, Raspberry Tea Code #: 1730, 1728, 1719, 1720 Pack Size: 24	\$0.37	\$8.84

GROUP 11: V8 JUICE/CAMPBELLS

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
V8 Splash, 11.5 oz aluminum can	No Bids Received	
V8 Fusion, 8 oz aluminum can	No Bids Received	
V8 V-Fusion + Energy, 8 oz aluminum can	No Bids Received	
V8 V-Fusion, Sparkling, 8.4 oz aluminum can	No Bids Received	

GROUP 12: UBATUBA BEVERAGES

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Ubatuba Beverages, 12 oz aluminum can	No Bids Received	

GROUP 13: ZEVIA ALL NATURAL SODA

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Zevia All Natural Soda, 12 oz aluminum can	No Bids Received	

GROUP 14: SUNNY DELIGHT

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Sunny D Juice Drink, 10 oz oz plastic bottle, re-closable	No Bids Received	

GROUP 15: TREVI ESSENCE WATER

<u>Description</u>	<u>Unit Price</u>	<u>Case Price</u>
Trevi Essence Water, 16 oz plastic bottle, re-closable	No Bids Received	

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-375-239-RN

Bid Title: Bread Products

Original Bid No: 11-375-259

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: 8/01/13 thru 7/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 400,000.00

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)

FLOWERS BAKING COMPANY OF BRADENTON, LLC (V-14428)

Provide and deliver various bread products to approximately 120 district facilities, county wide.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1	Bread, Cinnamon-Raisin # Usable slices/loaf Weight of loaf Brand Bid Code Bid	\$1.94/loaf 14 16 oz Nature's Own 10221770
2	Bread, Pullman, Wheat # Usable slices/loaf Weight of loaf Brand Bid Code Bid	1.13/loaf 26 24 oz Flowers Bid / Bid Business 13740590
3	Bread, Pullman, White # Usable slices/loaf Weight of loaf Brand Bid Code Bid	1.08/loaf 25 24 oz Flowers Bid / Bid Business 13710380
4	Bread, Rye # Usable slices/loaf Weight of loaf Brand Bid Code Bid	\$1.14/loaf 16 20 oz Cobblestone Mill 10320080
5	Bread, 9 or 12 Grain # Usable slices/loaf Weight of loaf Brand Bid Code Bid	\$2.06/loaf 14 24 oz Nature's Own 10219672
6	Buns, Hamburger, 4", Wheat # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$3.50/pkg 30 74 oz Flowers Bid / Bid Business 13730810
7	Buns, Hamburger, 5", White # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$1.28/pkg 8 21 oz Flowers Bid / Bid Business 10024220
8	Buns, Hoagie, 6", Wheat, Unsliced # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$3.46/pkg 24 66 oz Flowers Bid / Bid Business 13740550

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9	Buns, Hoagie, 6", White, Split # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$3.46/pkg 24 63 oz Flowers Bid / Bid Business 10027920
10	Buns, Hot Dog, 6-7", Wheat, Split # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$1.95/pkg 16 24 oz Flowers Bid / Bid Business 13729410
11	Buns, Hot Dog, 6-7", White # Buns/pkg. Weight of pkg. Brand Bid Code Bid	\$1.67/pkg 16 24 oz Flowers Bid / Bid Business 10027480
12	Bread, Cuban, White, 18" # Rolls/pkg. Weight of pkg. Brand Bid Code Bid	\$2.47/pkg 3 30 oz New York International 50140340
13	Rolls, Dinner, Wheat # Rolls/pkg. Weight of pkg. Brand Bid Code Bid	2.06/pkg 24 24 oz Flowers Bid / Bid Business 13740680
14	Rolls, Kaiser, 4" # Rolls/pkg. Weight of pkg. Brand Bid Code Bid	\$2.04/pkg 12 28 oz New York International 50126100

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-630-243-RN

Bid Title: Paint & Sundries

Original Bid No: 12-630-157

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: 7/28/13 thru 7/27/14

☐ N/A - One Time Purchase

Contract Value: \$ 350,000.00

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: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I - PRIMERS – SBp Products**

Category 1 (SBp-01) - BLOCK FILLER (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065038	Heavy Duty Block Filler B72W46	\$55.32/5-gallon

Category 2 (SBp-02) - 100% ACRYLIC PRIMER (1- GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065039	Loxon Masonry Primer A24W8300	\$12.94/ 1-gallon

Category 3 (SBp-03) – 100% ACRYLIC LATEX WOOD PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065040	Exterior Latex Wood Primer B42W8041	\$15.44/ 1-gallon

Category 4 (SBp-04) – OIL-BASED WOOD PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065041	Exterior Oil Based Wood Primer Y24W8020	\$16.45/ 1-gallon

Category 5A (SBp-05A) – 100% ACRYLIC CHALK BINDER, PIGMENTED (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065042	Loxon Conditioner (Guide Coat) A24W100	\$54.05/ 5-gallon

Category 5B (SBp-05B) – 100% ACRYLIC CHALK BINDER, PIGMENTED (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065043	Loxon Conditioner (Guide Coat) A24W100	\$10.81/ 1-gallon

Category 6 (SBp-06) – ALKYD RUST INHIBITIVE PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Red/Gray 63065044	Kem Kromik Universal Primer B50WZ1	\$15.74/ 1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I - PRIMERS – SBp Products**

Category 7 (SBp-07) – TWO PART SURFACE TOLERANT EPOXY PRIMER (1-GALLON CANS). Note: Order one gallon of Part B hardener for every one gallon of Part A that is needed (1:1 ratio).		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Near White 63065045	Macropoxy 646, Part A B58W610	\$20.24/ 1-gallon
Tint 63065136	Macropoxy 646, Part A B58T604	\$20.24/1-gallon
Clear 63065137	Epoxy Hardener, Part B B58V600	\$20.24/1-gallon

Category 8 (SBp-08) – WATER-BASED RUST INHIBITIVE PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel /White 63065046	Pro Cryl Universal Primer B66W310	\$18.78/ 1-gallon

Category 9 (SBp-09) – 100% ENAMEL UNDERCOAT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065047	Premium Wall and Wood Primer B28W8111	\$12.94/ 1-gallon

Category 10 (SBp-10) – DRY WALL PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065048	Promar 200 Interior Latex Primer B28W8200	\$12.94/ 1-gallon

Category 11 (SBp-11) – PLASTER PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065049	Pro Block Interior Alkyd Primer B79W8810	\$12.94/ 1-gallon

Category 12 (SBp-12) – SOLVENT-BASED STAIN BLOCKING PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065049	Pro Block Interior Alkyd Primer B79W8810	\$12.94/ 1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)

SECTION I - PRIMERS – SBp Products

Category 13A (SBp-13A) – ACRYLIC CHALK BINDER, CLEAR (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065051	Loxon Conditioner (Clear) A24V100	\$10.81/ 1-gallon

Category 13B (SBp-13B) – SOLVENT-BASED STAIN BLOCKING PRIMER (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065052	Pro Block Interior Alkyd Primer B79W8810	\$64.69/ 5-gallon

Category 14 (SBp-14) – PENETRATING EPOXY PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065033	Macropoxy 920 PrePrime B58T101	\$37.78/ 1-gallon

Category 15A (SBp-15A) – ACRYLIC BONDING PRIMER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065054	Adhesion Primer B51W8050	\$19.69/ 1-gallon

Category 15B (SBp-15B) – ACRYLIC BONDING PRIMER (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065055	Adhesion Primer B51W8050	\$98.43/ 5-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)

SECTION I – FINISH COATS/TOPCOATS - SBc Products

Category 1A (SBc-01A) - TWO PART WATER-BASED EPOXY (1-GALLON CANS).		
Note: Order 1 quart of Part B hardener for each gallon of Part A that is needed (4:1 ratio).		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065056	Water-based Catalyzed Epoxy, Part A B70W211	\$10.51/1-gallon
Mid Tint 63065057	Water-based Catalyzed Epoxy, Part A B70W211	\$10.51/1-gallon
Deep 63065058	Water-based Catalyzed Epoxy, Part A B70W211	\$10.51/1-gallon
Ultra Deep 63065059	Water-based Catalyzed Epoxy, Part A B70W211	\$10.51/1-gallon
Clear 63065138	Catalyzed Epoxy Part B Hardener B60V15	\$3.50/1-quart

Category 1B (SBc-01B) - TWO PART WATER-BASED EPOXY (5-GALLON CANS)		
Note: Order 1 gallon of Part B hardener for each 5 gallon can of Part A that is needed (5:1 ratio).		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065060	Water-based Catalyzed Epoxy, Part A B70W211	\$56.00/5-gallon
Mid Tint 63065061	Water-based Catalyzed Epoxy, Part A B70W211	\$56.00/5-gallon
Deep 63065062	Water-based Catalyzed Epoxy, Part A B70W211	\$56.00/5-gallon
Ultra Deep 63065063	Water-based Catalyzed Epoxy, Part A B70W211	\$56.00/5-gallon
Clear 63065139	Catalyzed Epoxy Part B Hardener B60V15	\$14.00/1-gallon

Category 2 (SBc-02) - TWO PART WATER-BASED POLYURETHANE (1-GALLON CANS)		
Note: Order 1 quart of Part B hardener for each 1 gallon of Part A that is needed (4:1 ratio).		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065064	Acrolon 100 WB Urethane, Part A B65W721	\$26.58/1-gallon
Mid Tint 63065065	Acrolon 100 WB Urethane, Part A B65W721	\$26.58/1-gallon
Deep 63065066	Acrolon 100 WB Urethane, Part A B65W721	\$26.58/1-gallon
Ultra Deep 63065067	Acrolon 100 WB Urethane, Part A B65W721	\$26.58/1-gallon
Clear 63065140	Urethane Part B Hardener B65V720	\$8.86/1-quart

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FINISH COATS/TOPCOATS - SBc Products**

Category 3A (SBc-03A) - SEMI-GLOSS ACRYLIC LATEX PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065068	SuperPaint Exterior Latex Gloss A84W1151	\$11.14/1-gallon
Mid Tint 63065069	SuperPaint Exterior Latex Gloss A84W1151	\$11.14/1-gallon
Deep 63065070	SuperPaint Exterior Latex Gloss A84W1151	\$11.14/1-gallon
Ultra Deep 63065071	SuperPaint Exterior Latex Gloss A84W1151	\$11.14/1-gallon

Category 3B (SBc-03B) - SEMI-GLOSS ACRYLIC LATEX EXTERIOR PAINT (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065072	SuperPaint Exterior Latex Gloss A84W1151	\$55.72/5-gallon
Mid Tint 63065073	SuperPaint Exterior Latex Gloss A84W1151	\$55.72/5-gallon
Deep 63065074	SuperPaint Exterior Latex Gloss A84W1151	\$55.72/5-gallon
Ultra Deep 63065075	SuperPaint Exterior Latex Gloss A84W1151	\$55.72/5-gallon

Category 4A (SBc-04A) - SATIN ACRYLIC EXTERIOR LATEX PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065076	SuperPaint Exterior Latex Satin A89W1151	\$11.14/1-gallon
Mid Tint 63065077	SuperPaint Exterior Latex Satin A89W1151	\$11.14/1-gallon
Deep 63065078	SuperPaint Exterior Latex Satin A89W1151	\$11.14/1-gallon
Ultra Deep 63065079	SuperPaint Exterior Latex Satin A89W1151	\$11.14/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FINISH COATS/TOPCOATS - SBc Products**

Category 4B (SBc-04B) - SATIN ACRYLIC EXTERIOR LATEX PAINT (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065080	SuperPaint Exterior Latex Satin A89W1151	\$55.72/5-gallon
Mid Tint 63065081	SuperPaint Exterior Latex Satin A89W1151	\$55.72/5-gallon
Deep 63065082	SuperPaint Exterior Latex Satin A89W1151	\$55.72/5-gallon
Ultra Deep 63065083	SuperPaint Exterior Latex Satin A89W1151	\$55.72/5-gallon

Category 5 (SBc-05) - DTM ACRYLIC GLOSS (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065084	DTM Acrylic Gloss B66W111	\$15.67/1-gallon
Mid Tint 63065085	DTM Acrylic Gloss B66W111	\$15.67/1-gallon
Deep 63065086	DTM Acrylic Gloss B66W111	\$15.67/1-gallon
Ultra Deep 63065087	DTM Acrylic Gloss B66W111	\$15.67/1-gallon

Category 6A (SBc-06A) - SEMI-GLOSS ACRYLIC INTERIOR LATEX PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065088	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$10.96/1-gallon
Mid Tint 63065089	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$10.96/1-gallon
Deep 63065090	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$10.96/1-gallon
Ultra Deep 63065091	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$10.96/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FINISH COATS/TOPCOATS - SBc Products**

Category 6B (SBc-06B) - SATIN ACRYLIC INTERIOR LATEX PAINT (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065092	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$54.81/5-gallon
Mid Tint 63065093	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$54.81/5-gallon
Deep 63065094	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$54.81/5-gallon
Ultra Deep 63065095	ProGreen 200 Interior Latex Semi-Gloss B31W651	\$54.81/5-gallon

Category 7 (SBc-07) - WATER BASED DRY-FALL (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel/White 63065096	WB Acrylic Dryfall Flat B42W1	\$28.98/5-gallon

Category 8A (SBc-08A) - HIGH BUILD ACRYIC (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065097	Loxon XP A24W451	\$19.23/1-gallon
Mid Tint 63065098	Loxon XP A24W451	\$19.23/1-gallon
Deep 63065099	Loxon XP A24W451	\$19.23/1-gallon
Ultra Deep 63065100	Loxon XP A24W451	\$19.23/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FINISH COATS/TOPCOATS - SBc Products**

Category 8B (SBc-08B) - HIGH BUILD ACRYIC (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065101	Loxon XP A24W451	\$96.15/5-gallon
Mid Tint 63065102	Loxon XP A24W451	\$96.15/5-gallon
Deep 63065103	Loxon XP A24W451	\$96.15/5-gallon
Ultra Deep 63065104	Loxon XP A24W451	\$96.15/5-gallon

Category 9A (SBc-09A) - ONE PART WATER BASED EPOXY (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065105	PreCatalyzed Epoxy K46W151	\$19.23/1-gallon
Mid Tint 63065106	PreCatalyzed Epoxy K46W151	\$19.23/1-gallon
Deep 63065107	PreCatalyzed Epoxy K46W151	\$19.23/1-gallon
Ultra Deep 63065108	PreCatalyzed Epoxy K46W151	\$19.23/1-gallon

Category 9B (SBc-09B) - ONE PART WATER BASED EPOXY (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065109	PreCatalyzed Epoxy K46W151	\$95.80/5-gallon
Mid Tint 63065110	PreCatalyzed Epoxy K46W151	\$95.80/5-gallon
Deep 63065111	PreCatalyzed Epoxy K46W151	\$95.80/5-gallon
Ultra Deep 63065112	PreCatalyzed Epoxy K46W151	\$95.80/5-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FINISH COATS/TOPCOATS - SBc Products**

Category 10 (SBc-10) - ONE PART WATER BASED POLYURETHANE GLOSS (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Pastel 63065113	Hydrogloss B65W181	\$24.80/1-gallon
Mid Tint 63065114	Hydrogloss B65W181	\$24.80/1-gallon
Deep 63065115	Hydrogloss B65W181	\$24.80/1-gallon
Ultra Deep 63065116	Hydrogloss B65W181	\$24.80/1-gallon

SECTION I – SEALERS/WATER REPELLANT/ANTI-GRAFFITTI - SBs Products

Category 1 (SBs-01) - 40% SILANE WATER REPELLANT SOLVENT BASED (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065117	Loxon 40% Silane A31T40	\$95.44/5-gallon

Category 2 (SBs-02 - SILOXANE BASED WATER REPELLANT (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065118	Loxon 7% Siloxane A10T7	\$60.23/5-gallon

Category 3 (SBs-03) - 40% SILANE WATER REPELLANT WATER BASED (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065119	H & C SL-40 Silane 165-0589	\$85.31/5-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION I – FLOOR/DECK COATINGS - SBf Products**

Category 1 (SBf-01) - WATERPROOFING MEMBRANE (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
All 63065120	BASF Sonogurard 191-7590	\$220.56/5-gallon

Category 2 (SBf-02) - ACRYLIC FLOOR AND DECK PAINT (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
All 63065121	Armorseal TreadPlex B90W111	\$75.73/5-gallon

Category 3 (SBf-03) - WATER BASED EPOXY COATING (5-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
All 63065122	Armorseal 7100 WP Epoxy B70W401	\$116.26/5-gallon

SECTION II

Category 1 (SBp-16) - ALCOHOL BASED PIGMENTED SHELLAC (1 GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
White 63065123	White Pigmented Shellac B49W8050	\$39.51/1-gallon

Category 2 (SBc-11) - SATIN WATER BASED VARNISH (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065124	Minwax WB Helsman Urethane Satin 710520000	\$28.37/1-gallon

Category 3 (SBc-12) - SEMI GLOSS WATER BASED VARNISH (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065125	Minwax WB Helsman Urethane SG 710510000	\$28.37/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION II**

Category 4 (SBc-13) - GLOSS WATER BASED VARNISH (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Clear 63065126	Minwax WB Helsman Urethane Gloss 710500000	\$28.37/1-gallon

Category 5 (SBc-14) - SOLVENT BASED ALUMINUM PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Aluminum 63065127	Silver Brite B59S11	\$17.82/1-gallon

Category 6 (SBc-15) - WATER BASED TRAFFIC PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
White 63065128	Hot Line Fast Dry White 0.0TM2152	\$8.11/1-gallon

Category 7 (SBc-16) - WATER BASED TRAFFIC PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Yellow 63065129	Hot Line Fast Dry Yellow 0.0TM2153	\$8.11/1-gallon

Category 8 (SBc-17) - WATER BASED TRAFFIC PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Blue 63065130	Hot Line Fast Dry Blue 0.0TM2224	\$8.11/1-gallon

Category 9 (SBc-18) - PVA LATEX FIELD MARKING PAINT (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
White 63065131	SherStripe Field Marking Paint	\$10.13/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)

SECTION II

Category 10 (SBf-18) - SOLVENT BASED CONCRETE STAIN (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
White 63065132	H & C Solvent Based Concrete Stain 10.104014	\$14.18/1-gallon

DYCO PAINTS, INC. (V-688)

SECTION II – SOLVENTS - SBsv Products

Category 1 (SBsv-01) - DENATURED ALCOHOL (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Denatured Alcohol 63065133	Crown CR.DA.M.41	\$6.95/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)

SECTION II – SOLVENTS - SBsv Products

Category 2 (SBsv-02) - LACQUER THINNER (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Lacquer Thinner 63065134	Sherwin Williams Thinner 154-8726	\$7.04/1-gallon

Category 3 (SBsv-03) - XYLENE (1-GALLON CANS)		
COLOR/TERMS ITEM #	BRAND & PART NUMBER	UNIT PRICE
Lacquer Thinner 63065135	Sherwin Williams Xylene 154-8684	\$7.04/1-gallon

THE SHERWIN-WILLIAMS COMPANY (V-3524)**SECTION III- PAINT SUNDRIES**

Terms Item Number	Bid Item Number	Description	Unit Price
63547120	SBT-1	ANGLE SASH BRUSH, 2-1/2" nylon, Purdy 591-3959	\$12.66
63547121	SBT-2	WALL BRUSH, 3" nylon, Wooster #4156	12.66
63547122	SBT-3	ANGLE SASH BRUSH, 2-1/2" nylon, Wooster #Q3208	4.56
63547123	SBT-4	ANGLE SASH BRUSH, 2" nylon, Best Liebco 874-9962	3.55
63547090	SBT-5	VARNISH BRUSH, 1" nylon, Best Liebco 234-8902	2.03
63547091	SBT-6	VARNISH BRUSH, Best Liebco 2" nylon, Best Liebco 989-7547	1.86
63547092	SBT-7	VARNISH BRUSH, 3" nylon, Best Liebco 756-8629	4.56
63554071	SBT-8	ANGLE SASH BRUSH, 2-1/2" Chinex, Purdy 470-6289	8.61
63554072	SBT-9	WALL BRUSH, 3" Chinex, S/W 911-4307	10.13
63554073	SBT-10	ROLLER FRAME, 3" x 3/8" nap, Wooster R105	3.04
63554074	SBT-11	MINI-KOTER, 4", short handle, Wooster R012	1.52
63554027	SBT-12	MINI-KOTER, 6-1/2", long handle, S/W 6501-82645	3.04
63554075	SBT-13	MINI-KOTER, 6-1/2", short handle, Wooster R024	2.53
63554032	SBT-14	ROLLER FRAME, 9", 5 wire cage, S/W 180-1497	1.52
63554076	SBT-15	ROLLER FRAME, 9", 90-degree angle, S/W 171-2660	5.57
63554077	SBT-16	ROLLER COVER, wool/poly, 9" x 1/2" nap, Wooster R295	3.04
63554078	SBT-17	ROLLER COVER, wool/poly, 9" x 1/4" nap, Wooster R296	3.04
63554049	SBT-18	ROLLER COVER, wool/poly, 9" x 1" nap, Wooster R297	3.04
63554050	SBT-19	ROLLER COVER, wool/poly, 9" x 1-1/4" Wooster R298	3.55
63554021	SBT-20	ROLLER COVER, lambskin, 9" x 1/2" nap, Best Liebco 408-9801	7.60
63554022	SBT-21	ROLLER COVER, lambskin, 9" x 3/4" nap, Best Liebco 813-5402	7.60
63554079	SBT-22	ROLLER COVER, lambskin, 9" x 1" nap, Best Liebco 813-5451	7.09
63554023	SBT-23	ROLLER COVER, lambskin, 9" x 1-1/4" nap, Best Liebco 418-9783	8.61
63554051	SBT-24	ROLLER COVER, lambskin, 9" x 1-1/2" nap, Best Liebco 858-4500	7.60
63554062	SBT-25	ROLLER COVER, mohair, 9" x 1/4" nap, S/W 6502-66034	2.53
63554063	SBT-26	ROLLER COVER, gold fabric, 6-1/2" x 1/2" nap, Wooster R217	3.04
63554064	SBT-27	ROLLER COVER, white fabric, 6-1/2" x 1/2" nap, Wooster R223	3.55
63554065	SBT-28	ROLLER COVER, white fabric, 6-1/2" x 3/8" nap, Wooster R218	3.04
63554066	SBT-29	ROLLER COVER, mohair blend, 6-1/2" x 1/4" nap, Wooster R221	3.55
63554067	SBT-30	ROLLER COVER, mohair blend, 4" x 1/4" nap, Wooster R227	3.04
63554068	SBT-31	ROLLER COVER, mop-like fabric, 4" x 1/2" nap, Wooster R226	2.53
63554069	SBT-32	ROLLER COVER, charcoal color foam, 4" , Wooster R228	3.04
63554070	SBT-33	ROLLER COVER, white synthetic, 3" x 3/8" nap, Wooster R282	1.77
63554039	SBT-34	PUTTY KNIFE, 1-1/4" flexible blade, Purdy 161-3009	2.28
63554040	SBT-35	PUTTY KNIFE, 1-1/4" stiff blade, Purdy 161-2985	2.28
63554041	SBT-36	PUTTY KNIFE, 2" flexible blade, Purdy 155-6463	2.53
63554042	SBT-37	PUTTY KNIFE, 2" stiff blade, Purdy 161-3025	4.05
63554043	SBT-38	PUTTY KNIFE, 3" flexible blade, Purdy 155-6430	3.55
63554044	SBT-39	PUTTY KNIFE, 3" stiff blade, Purdy 161-3025	4.05
63554045	SBT-40	PUTTY KNIFE, 6" flexible blade, Purdy 6500-17361	5.57
63554046	SBT-41	PAINTER'S TOOL, 5-in-1, Purdy 161-3033	3.04
63554033	SBT-42	ROLLER TRAY, 9" bright steel, ladder legs, ribbed, S/W 173-5349	2.03
63554035	SBT-43	EXTENSION POLE, fiberglass, thumb lock, 2' - 4', Purdy 180-9094	12.66
63554036	SBT-44	EXTENSION POLE, fiberglass, thumb lock, 4' - 8', Purdy 180-9102	17.22
63554037	SBT-45	EXTENSION POLE, fiberglass, thumb lock, 6' - 12', Purdy 180-9110	20.77
63554038	SBT-46	EXTENSION POLE, fiberglass, thumb lock, 8' - 16', Purdy 180-9128	26.34
63554059	SBT-47	DROP CLOTH, canvas, 12' x 15', Trimaco 51201	28.37
63554060	SBT-48	DROP CLOTH, canvas, 4' x 15', S/W 998-5961	11.65
63554056	SBT-49	PAINT GRID, for 5 gallon bucket, angled, S/W 180-1281	1.52
63554061	SBT-50	PAINT GRID, for 1 gallon pail, angled	0.76

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-380-233-RN

Bid Title: Ice Cream Products

Original Bid No: 11-380-291

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: 8/1/13 thru 7/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 200,000.00

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)

BLUE BELL CREAMERIES, LP (V- 22299)

Provide and deliver various ice cream products on a county wide basis at the firm unit pricing listed below.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1	Ice Cream, Assorted Flavors Brand Bid Code Bid Pack Size Available Flavors	\$5.02 / ½ Gal. Blue Bell 800 4/case Vanilla, Chocolate, Strawberry or Cookies & Cream
2	Ice Cream Cup, 3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.84 / Dz. Blue Bell 456 36/bag Vanilla, Chocolate or Strawberry
3	Sherbet Cup, 3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.84 / Dz. Blue Bell 457 36/bag Orange, Lime or Rainbow
4	Yogurt Cup, 3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$3.19 / Dz. Blue Bell 473 36/bag Chocolate or Strawberry
5	Sundae Cone, 4 oz. Brand Bid Code Bid Pack Size Available Flavors	\$3.72 / Dz. Blue Bell 182 & 100 2 dz. / box Vanilla or Cookies & Cream
6	Ice Cream Sandwich, 3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$3.24 / Dz. Blue Bell 128 & 132 2 dz. / box Vanilla or Cookies & Cream
7	Éclair Bar, 3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$4.41 / Dz. Blue Bell 186 & 162 3 dz. / box Chocolate or Strawberry
8	Ice Cream Tubs, 3 Gallon Brand Bid Code Bid Pack Size Available Flavors	\$22.93 / Ea. Blue Bell 535 3 gal. Vanilla, Chocolate or Strawberry

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
9	Snickers Ice Cream Bar, 2 oz. Brand Bid Code Bid Pack Size	\$8.35 / Dz. Mars 201 2 dz. / box
10	Flavored Fruit Juice Bar, Fat Free, 3.75 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.80 / Dz. Blue Bell 188 3 dz. / box Rainbow Freeze
11	Mini Ice Cream Sandwich, 2.3 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.12 / Dz. Blue Bell 439 24/box Vanilla
12	Mini Ice Cream Bar, 1.5 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.08 / Dz. Blue Bell 211 6 dz. / box Mini Krunch Bar
13	Mini Ice Cream Cone, 1.75 oz. Brand Bid Code Bid Pack Size Available Flavors	\$2.55 / Dz. Blue Bell 360 12/box Vanilla
14	Mini Flavored Fruit Bar, Fat Free, 1.25 oz. Brand Bid Code Bid Pack Size Available Flavors	\$1.70 / Dz. Blue Bell 450 24/Box Rainbow
15	*Dream Bar, 2.75 oz. Brand Bid Code Bid Pack Size	\$2.64 / Dz. Blue Bell 218 3 dz. / box
16	Fudge Bar, Fat Free, 2 oz. Brand Bid Code Bid Pack Size	\$2.45 / Dz. Blue Bell 105 5 dz. / box
17	Sundae Cup, 3 oz. Brand Bid Code Bid Pack Size	\$2.98 / Dz. Blue Bell 465 3 dz. / box
18	Vanilla Ice Cream Cup, No Sugar Added, 3 oz. Brand Bid Code Bid Pack Size	\$2.84 / Dz. Blue Bell 461 3 dz. / bag

***Note:** As of November 29, 2012 Blue Bell updated two of their products (better nutritionally), item #218 – Dream Bar replaces item #208 – Orange Cream Bar.

Specialty Items

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1	Strawberry Fruit Bar, 2.5 oz. Brand Bid Code Bid Pack Size	\$2.89 / Dz. Blue Bell 199 3 dz. / box
2	Almond Bar, 2.75 oz. Brand Bid Code Bid Pack Size	\$6.49 / Dz. Blue Bell 156 3 dz. / box
3	Low Fat Chocolate Fudge Bar, 3 oz. Brand Bid Code Bid Pack Size	N/A
4	Low Fat Banana Fudge Bar, 3 oz. Brand Bid Code Bid Pack Size	\$2.81/ Dz. Blue Bell 204 3 dz. / box

Note: Food Service has chosen to award three out of the four specialty items for possible future purchase.

The following items were added to the contract and approved by our School Board July 24, 2012.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1	Lime Fruit Bar Brand Bid Code Bid Pack Size	\$2.89 / Dz. Blue Bell 214 3 dz. / case
2	Peach Fruit Bar Brand Bid Code Bid Pack Size	\$2.89 / Dz. Blue Bell 215 3 dz. / case
3	*Sour Pop – Green Apple Brand Bid Code Bid Pack Size	\$2.63 / Dz. Blue Bell 221 4 dz. / case
4	Rainbow Pop-Up Brand Bid Code Bid Pack Size	\$3.67 / Dz. Blue Bell 139 5 dz. / case

*Note: As of November 29, 2012 Blue Bell updated two of their products (better nutritionally), item #221 – Sour Pop replaces item #217 – Sour Pop.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-946-237-RN

Bid Title: Armored Car Service

Original Bid No: 12-946-236

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: 8/01/13 thru 7/31/14

☐ N/A - One Time Purchase

Contract Value: \$ 140,000.00

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:

DUNBAR ARMORED, INC. (V-10744)

Provide Armored Car Service to pick-up and deposit district funds from approximately 124 schools and administrative locations, countywide.

Unit Price Per Pick-Up: \$ 9.36

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-165-238-RN

Bid Title: Refrigerated Self-Service Drop-In Counter Case

Original Bid No: 12-165-347

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: 7/25/13 thru 7/24/14

☐ 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
1	6-months	1 - year	

* **Rationale/Reason**

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

Bidders Solicited: _____ Bids Received: _____ No Bids: _____ 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)

THOMPSON & LITTLE, INC. (V-30542)

Provide and deliver refrigerated self-service drop-in counter cases for the food service department per specifications.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Structural Concepts Impulse Refrigerated Self-Service Drop-In Counter Case Model No. DO3637R	\$7,293.09

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-445-186-RN

Bid Title: Hand Tools, Non-Powered

Original Bid No: 11-445-256

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: 7/29/13 thru 7/28/14

☐ N/A - One Time Purchase

Contract Value: \$ 55,000.00

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: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Nick Sparta

Recommended award by vendor as follows: (see attached)

Provide and deliver the listed brands of **Hand Tools, Non-Powered**, county wide with firm discounts to be deducted off the manufacturers' retail list prices for their entire product line, as well as firm line item pricing for select items. Vendors are to supply the purchasing department with two copies of each manufacturer's updated price list as they are published.

SECTION I - PERCENTAGE DISCOUNT

AA CASEY COMPANY (V-008)

APPLIED INDUSTRIAL TECHNOLOGIES DIXIE, INC. (V-11108)

ELIZABETH INDUSTRIAL (V-23967)

JIM & SLIMS TOOL SUPPLY (V-1201)

MSC INDUSTRIAL SUPPLY, CO. (V-1537)

HD SUPPLY POWER SOLUTIONS LTD (V-31106) *Note: HD Supply Electrical changed its name.*

MANUFACTURER BRAND	Awardee's Vendor Number	% Discount to be Deducted from Mfr's List Price
Allen® Industrial Hand Tools	V-23967	52.5%
Armstrong® Tools	V-23967	52.5%
Galaxy® Industries, Inc. (Wide Spiral and long Masonry Bits only)	V-008	65%
Gearwrench® Tools	V-11108	52%
Hyde® Tools	V-1537	45%
Irwin® Tools	V-23967	50%
Louisville® Ladders (Fiberglass Ladders)	V-008	62%
Louisville® Ladders (Aluminum and Wood Ladders)	V-008	60%
Reed® Tools	V-1201	25%
Ridgid® Tools (Cutters, Wrenches, and Bits)	V-31106	40%
Sait/United® Abrasives	V-1537	51%
Stanley® Tools	V-008	55%
Triumph® (Drill Bits)	V-1537	69%
Weatherguard® Truck	V-1537	25%
Weatherguard® Van Accessories	V-1201	20%
Weatherguard® Knaack	V-1537	25%

MSC could not renew the Apex and Greenlee brands at the original discount bid. Those brands will be competitively bid on the open market.

SECTION II - CATEGORY 1 - BATTERIES

HD SUPPLY POWER SOLUTIONS LTD (V-31106)

Note: HD Supply Electrical changed its name.

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44501005	9 Volt, Alkaline Battery, Rayovac, 12 batteries/pack	\$0.84/ea
44501004	AAA-Cell Alkaline Battery, Rayovac, 24 batteries/pack	0.233/ea
44501006	6 Volt, Alkaline Lantern Battery, Rayovac, 6 batteries/case	4.68/ea
28534110 44501002	AA-Cell Alkaline Battery, Rayovac, 24 batteries/pack	0.213/ea
28534100 44501003	D-Cell Alkaline Battery, Rayovac, 12 batteries/pack	0.57/ea
28534103	C-Cell Alkaline Battery, Rayovac, 12 batteries/pack	\$0.46ea

SECTION II - CATEGORY 2 - Rags

H.D. Plumbing Supply, now known as Hughes Supply, division of Hajoca, would not renew this section. Items are to be purchased competitively in the open market.

SECTION II - CATEGORY 3 – GLOVES

AA Casey could not renew this section at the offered pricing. The gloves are to be purchase competitively in the open market.

SECTION II - CATEGORY 4 - SPRAY PAINT

Applied Technologies was unable to renew this section. Spray paint will be purchased competitively in the open market.

SECTION II - CATEGORY 5 - AIR CONDITIONING

JIM & SLIMS TOOL SUPPLY (V-1201)

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44505700	Manifold, Charging – A/C Robinair H25551	\$62.95/ea
44505701	Hoses, Charging 3 ft. long, Ritchie B11922	65.74ea
44505702	Hoses, Charging 6 ft. long, Ritchie B11923	86.71/ea
44505704	Thermometer, 0 to 220 Degree, TI H23040	5.16/ea
44505705	Thermometer, 0 to 160 Degree, TI H23039	\$5.16/ea

SECTION II - CATEGORY 6 - RAZORS, BLADES, & KNIVES**AA CASEY CO. (V-0008)**

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44579755	Holder, Razor-Blade, Scraper Techni-edge #TE05-500	\$0.93/ea
44502648	Blade, for Razor-Blade Scraper Techni-edge #TE05-091	0.05/ea
44579380 44504706	Utility Knife, 5-1/2" Techni-edge #TE03-990-1	2.11/ea
44577619 44502623	Blade, for Utility Knife Techni-edge #TE03-011	\$0.115/ea

SECTION II - CATEGORY 7 - DRIVER BITS**MSC INDUSTRIAL SUPPLY, CO. (V-1537)**

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44501700	Bit, ¼ Hex Shank Phillips, Qual 30-29, MSC #84977461	\$0.25/ea
44501701	Bit, Insert Phillips 1/4 Hex, Qual 250-PB-2, MSC #84977362	0.25ea
44501702	Bit, #3, Qual 30-3P, MSC #84977487	0.21/ea
44501703	Bit, Qual PBR 2, MSC #84977313	0.133/ea
44501704	Bit, #1, Qual 30-1P, MSC #84977453	0.245ea
44501705	Bit, #2, Qual 36-2P, MSC #84977610	1.30/ea
44501706	Bit, Slotted Qual 250 SB4, MSC #84977859	0.163/ea
44501707	Bit Holder, Qual MBH ¼, MSC #84981893	\$1.66/ea

SECTION II - CATEGORY 8 - WATER COOLERS**HD SUPPLY POWER SOLUTIONS LTD (V-31106)***Note: HD Supply Electrical changed its name.*

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44503711	Water Cooler, Igloo #431 , 3-gallon	\$25.94/ea
44503712	Water Cooler, Igloo #451 , 5-gallon	\$31.12/ea

SECTION II - CATEGORY 9 - GARDEN EQUIPMENT

HD Supply Electrical LTD could not renew this entire section. Items are to be purchased competitively on the open market.

SECTION II - CATEGORY 10 - HOLE SAWS, MORSE

HD SUPPLY POWER SOLUTIONS LTD (V-31106)

Note: HD Supply Electrical changed its name.

TERMS ITEM NUMBER	DESCRIPTION	UNIT PRICE
44501926	Hole Saw 5", Morse TA80	\$45.65/ea
44501904	Hole Saw 7/8", Morse TA14	6.75/ea
44501900	Hole Saw 9/16", Morse TA-09	9.03/ea
44501912	Hole Saw 1-1/2", Morse TA24	7.68/ea
44501908	Hole Saw 1-1/4", Morse TA20	7.16/ea
44501906	Hole Saw 1-1/8", Morse TA18	7.16/ea
44501914	Hole Saw 1-3/4", Morse TA28	9.44/ea
44501910	Hole Saw 1-3/8", Morse TA22	7.68/ea
44501913	Hole Saw 1-5/8", Morse TA26	7.68/ea
44501915	Hole Saw 1-7/8", Morse, TA30	9.44/ea
44501911	Hole Saw 1-9/16", Morse TA25	7.68/ea
44501905	Hole Saw 1", Morse TA16	7.10/ea
44501920	Hole Saw 2-1/2", Morse TA40	12.60/ea
44501919	Hole Saw 2-1/4", Morse TA36	11.72/ea
44501918	Hole Saw 2-1/8", Morse TA34	11.72/ea
44501916	Hole Saw 2", Morse TA32	9.44/ea
44501922	Hole Saw 2-3/4", Morse TA44	12.60/ea
44501923	Hole Saw 3-1/4", Morse TA52	12.97/ea
44501903	Hole Saw 3/4", Morse TA12	6.75/ea
44501924	Pilot Bit, Morse TACP04	.93/ea
44577639	Blade, Hacksaw, Morse , 1/2x12/32T variable pitch, 8% cobalt, bi-metal, 10/pkg	\$0.41/blade

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-962-266-RN

Bid Title: Travel Management Services

Original Bid No: 11-962-278

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: 7/1/13 thru 6/30/14

☐ 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: County Wide

Requested By: Cathy Davidson
Title: Director, Accounting Department

Buyer: Susan Oehler

Recommended award by vendor as follows: (see attached)

BOWEN-KEPPIE TRAVEL:

Airline Booking Fee – \$20.00/reservation

CARLSON MARITIME TRAVEL

Airline Booking Fee – \$15.00/reservation

Provide travel management services for district approved travel. Services include, but are not limited to: booking airline and ground transportation, placing hotel reservations, and assembling tour packages for large groups. Airline reservations will be made for a booking fee as shown above. This fee will be fixed for the contract period.

***NOTE:** The district reserves the right to use the services of other travel agencies who offer lower fares or *special* group travel packages for national conventions, seminars, workshops, tours, etc. Employees may book their own reservations on the Internet if the fare is lower than the fare quoted by the travel agent under contract with the district. Employees must use their own personal credit cards when booking their own reservations and request reimbursement from the district.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-962-291-RN

Bid Title: Water Softeners: Treatment, Parts & Service

Original Bid No: 11-962-298

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: 7/27/13 thru 7/26/14

☐ N/A - One Time Purchase

Contract Value: \$ 40,000.00

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: County Wide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

ON TAP WATER TREATMENT (V-12605)

Provide, deliver and install salt in various water softeners, county wide, on a monthly basis and perform monthly operational inspections and service as needed, per specifications.

<u>Description</u>	<u>Unit Price</u>
Salt, 99.95% pure, 60 lb. bag	7.89/bag

<u>Labor Rates</u>	<u>Unit Price</u>
Straight Time	45.41/hour

Discount off List Price for Parts	10% off
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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-205-301-RN

Bid Title: Software Maintenance

Original Bid No: 12-205-233

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: 6/12/13 thru 6/11/14

☐ N/A - One Time Purchase

Contract Value: \$ 27,500.00

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: T.I.S Data Processing

Requested By: Robert Liles
Title: Director, Core Systems & User Support

Buyer: Jaime Haney

Recommended award by vendor as follows:

CORE EDUCATION & CONSULTING (V-30321)

DESCRIPTION	MFG#	QTY	PRICE
Deep Freeze Kit One Year Maintenance District Wide	DFK0.NA2LAM	1	\$27,500.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-485-262-RN

Bid Title: Dust Mops, Microfiber

Original Bid No: 12-485-313

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: 7/25/13 thru 7/24/14

☐ N/A - One Time Purchase

Contract Value: \$ 20,000.00

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: _____ No Bids: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

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

For: Warehouse Department

Requested By: Doug Abbott
Title: General Manager Operations, WPSC

Buyer: Jena Grage

Recommended award by vendor as follows: (see attached)

GEM SUPPLY COMPANY, INC. (V-27093)

Provide and deliver **Microfiber Dust Mops** for warehouse stock on an as needed basis, with firm pricing for the contract period.

ITEM NO.	ITEM DESCRIPTION	TERMS ITEM NO.	BRAND/PART NO.	UNIT PRICE
1.	<u>Dust Mop, Microfiber</u> - 24", Creative Products International MDUST24 or equal.	48531628	CPI-MDUST24	\$8.26
2.	<u>Dust Mop, Microfiber</u> - 36", Creative Products International MDUST36 or equal.	48531629	CPI-MDUST36	\$10.79
3.	<u>Dust Mop, Microfiber</u> - 48", Creative Products International MDUST48 or equal.	48531630	CPI-MDUST48	\$14.62
4.	<u>Dust Mop, Microfiber</u> - 60", Creative Products International MDUST60 or equal.	48531631	CPI-MDUST60	\$17.79
5.	<u>Dust Mop, Microfiber</u> - 72", Creative Products International MDUST72 or equal.	48531632	CPI-MDUST72	\$21.60
6.	<u>Dust Mop Frame</u> - 24", Creative Products International DFRAME24 or equal.	48531623	CPI-DFRAME24	\$2.64
7.	<u>Dust Mop Frame</u> - 36", Creative Products International DFRAME36 or equal.	48531624	CPI-DFRAME36	\$3.97
8.	<u>Dust Mop Frame</u> - 48", Creative Products International DFRAME48 or equal.	48531625	CPI-DFRAME348	\$6.88
9.	<u>Dust Mop Frame</u> - 60", Creative Products International DFRAME60 or equal.	48531626	CPI-DFRAME60	\$7.94
10.	<u>Dust Mop Frame</u> - 72", Creative Products International DFRAME72 or equal.	48531627	CPI-DFRAME72	\$10.06
11.	<u>Dust Mop Handle</u> – Aluminum, 60" long, 1" diameter, Creative Products International #DHANDLE60 or equal.	48531620	CPI-DHANDLE60	\$9.47
12.	<u>Dust Mop Handle</u> – Wood, 63" long, 1-1/8" diameter, Creative Products International # 9000 or equal.	48531621	CPI-9000Wood	\$5.82
13.	<u>Dust Mop Handle</u> – Fiberglass, 63" long, 1" diameter, Creative Products International #9000F or	48531622	CPI-9000F	\$7.94

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid No: 13-155-292-RN

Bid Title: Storage Trailer & Container Rentals

Original Bid No: 12-155-290

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: 7/24/13 thru 7/23/14

☐ N/A - One Time Purchase

Contract Value: \$ 15,000.00

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: County Wide

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

Buyer: Christine Roney

Recommended award by vendor as follows: (see attached)

MOBILE MODULAR MANAGEMENT CORPORATION

Provide labor and materials to deliver and set up and remove storage trailers and containers including wood blocking County wide as per plans and specifications.

CATEGORY I: STORAGE TRAILERS

	<u>Unit Price (30 day billing cycle)</u>
40' Trailer	
Rental	<u>\$ 99.28 /month</u>
Delivery/Set-up	<u>\$ 88.40</u>
Pick-up	<u>\$88.40</u>
45' Trailer	
Rental	<u>\$ 104.90/month</u>
Delivery/Set-up	<u>\$ 88.40</u>
Pick-up	<u>\$ 88.40</u>

CATEGORY II: STORAGE CONTAINERS

	<u>Unit Price (30 day billing cycle)</u>
20' Container	
Rental	<u>\$ 75.06/month</u>
Delivery/Set-up	<u>\$ 91.08</u>
Pick-up	<u>\$ 91.08</u>
40' Container	
Rental	<u>\$ 91.08/month</u>
Delivery/Set-up	<u>\$ 91.08</u>
Pick-up	<u>\$ 91.08</u>

OPTIONAL ITEMS: UNIT PRICING:

• King Pin Locks - Delivered with trailer	<u>\$ 5.79/month/trailer</u>
• Ramps for Ground Storage – Delivered with container	<u>\$ 24.21 /month</u>
• Relocation Charges: Full Trailers 40'	<u>\$ 88.40 /month same site</u> <u>\$ 88.40 /month off site</u>
• Relocation Charges: Full Trailers 45'	<u>\$ 88.40 /month same site</u> <u>\$ 88.40 /month off site</u>
• Relocation Charges: Full Containers 20'	<u>\$ 80.37 /month same site</u> <u>\$ 107.15 /month off site</u>
• Relocation Charges: Full Containers 40'	<u>\$ 80.37 /month same site</u> <u>\$ 107.15 /month off site</u>

**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or
SERVICE**

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2013

Bid File No: 13-205-300-SS

Bid File Title: Sole Source Food Service
Accountability &
Management System

Contract Period: 7/1/13 thru 6/30/13

☐ N/A - One Time Purchase

Contract Value: \$ 108,467.38

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 products and services licensed under MCS Software. .

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

Requested By: Art Dunham **Buyer:** Jaime Haney
Title: Director, Food Service Department

Recommended award by vendor as follows:

MCS SOFTWARE: V-19049.

ANNUAL SUPPORT

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
122	Inventory Management – per school site	281.45	34,336.90
1	Central Office Inventory Management	1,500.00	1,500.00
1	Time Keeper Central Office	450.00	450.00
122	Time Keeper Terminal	54.84	6,690.48
1	ApplyForLunch.com 70-129 Sites	3,000.00	3,000.00
122	Central Office and POS Sites	495.00	60,390.00
1	Free and Reduced Only	2,100.00	2,100.00
GRAND TOTAL			\$108,467.38

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid File No: 13-480-303-SS

Bid File Title: Sole Source Hands-On
STEM Summer Workshop

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

Contract Value: \$ 82,000.00

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

*** Rationale/Reason**

This vendor offers proprietary workshops on STEM education and may not be used outside of the Science Center

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Lakewood Elementary
School

Title: Director, Purchasing Department

Requested By: Cynthia Kidd

Buyer: Patty Roesler

Title: Principal, Lakewood Elementary School

Recommended award by vendor as follows: (see attached)

SCIENCE CENTER OF PINELLAS

<u>Date</u>	<u>Class</u>	<u>Price</u>	<u># Students</u>	<u>Total Cost</u>
June 10-14, 2013	Creative Scientist (AM)	\$130.00	50	\$6,500.00
	Living Systems (PM)	\$125.00	50	\$6,250.00
June 17-21, 2013	Beginner Lego (AM)	\$175.00	50	\$8,750.00
	Mad Method Science (PM)	\$130.00	50	\$6,500.00
June 24-28, 2013	CSI Forensics (AM)	\$130.00	50	\$6,500.00
	Stars to GPS (PM)	\$125.00	25	\$3,125.00
	Intermediate Lego (Prereq) (PM)	\$175.00	25	\$4,375.00
July 8-12, 2013	Blood and Guts (AM)	\$130.00	25	\$3,250.00
	Beginner Rocketry (AM)	\$140.00	25	\$3,500.00
	STEMcentric (PM)	\$130.00	50	\$6,500.00
July 15-19, 2013	Engineer it! (AM)	\$130.00	50	\$6,500.00
	Messing with Metrics (PM)	\$130.00	50	\$6,500.00
July 22-26, 2013	Mad Method Science (AM)	\$130.00	25	\$3,250.00
	Intermediate Rocketry (Prereq) (AM)	\$140.00	25	\$3,500.00
	Galactic Journey (PM)	\$130.00	50	\$6,500.00
	New Student Registration Fee	\$ 10.00	50	\$ 500.00
Total cost for 50 students @ six weeks:				<u>\$82,000.00</u>

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2013

Bid File No: 13-205-287-SS

Bid File Title: Sole Source Software

Contract Period: thru

☒ N/A - One Time Purchase

Contract Value: \$ 72,000.00

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

*** Rationale/Reason**

This vendor holds the copyrights and distribution rights for this software..

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Elementary Mathematics Department

Title: Director, Purchasing Department

Requested By: Laurel Rotter

Buyer: Linda Balcombe

Title: K-8 Mathematics Specialist

Recommended award by vendor as follows:

MIND RESEARCH INSTITUTE

QTY	PART NUMBER	PRODUCT	UNIT PRICE	TOTAL
3	MIND-K-unPerp	K-5 Unlimited Site Level License Matching Grant Opportunity. Donor funds will cover initial \$25,000 per school, District funds to cover remaining \$24,000 per school. To include: <ul style="list-style-type: none">• ST Math Software License for unlimited computers at school site, including updates• One 4 hour ST Math Software training and one 2 hour follow up training• Electronic User Guide (one per school)• ST Math Training Manual• Web based Class Level Reports and Response to Intervention Reports• Monthly report of school progress• Yearly principal data meeting• Service and technical support via email and phone• Online teacher support and resource materials	\$24,000.00	\$72,000.00

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **June 11, 2013**

Bid File No: 13-880-298-SS

Bid File Title: Sole Source Language Lab Maintenance

Contract Period: 7/1/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 60,200.00

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 of the Renaissance 2200 Language Lab System and is the only source for the purchase of the system as well as the only provider of warranty and after-warranty service.

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

For: County Wide

Requested By: Norman Kelton
Title: Asst. Supt., Technology & Information Systems

Buyer: Susan Oehler

Recommended award by vendor as follows:

Provide complete service and maintenance of Renaissance 2200 Language Lab Systems, including parts, labor and expenses; fee also covers on-going service and teacher support, teacher training and application software upgrades and support.

86 Language Labs @ \$700.00 \$60,200.00

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2013

Bid File No: 13-931-293-SS

Bid File Title: Sole Source POS
Equipment Repair &
Service

Contract Period: 7/01/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 50,000.00

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

*** Rationale/Reason**

This vendor is the only authorized provider for service and parts for the POS all in one computers.

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

Requested By: Art Dunham **Buyer:** Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows:

PEN-TECH, INC. (V-26046)

Provide repair service as needed on district own POS all in one computers for the food service department as needed.

<u>Item / Description</u>	<u>Unit Price</u>
Component/Repair Pricing:	
Motherboard	\$145.00
Power Adaptor	55.00
Heatsink Fan	35.00
Touch Screen Overlay	100.00
Hard Drive	65.00
LCD/Inverter Assy.	149.00
Back Cover	45.00
Bezel	35.00
Base	35.00
2G Memory	54.00
SATA Cable	10.00
Repair Charge	95.00
Freight/Shipping Fee	39.00

Note: Occasional repairs requiring extended technician/bench time will result in a repair charge of \$120, maximum. Freight/shipping fee includes new packaging material when required.

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2013

Bid File No: 13-205-281-SS

Bid File Title: Sole Source Video-On-Demand Subscription

Contract Period: 7/1/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 49,843.29

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

*** Rationale/Reason**

The vendor is the sole source distributor of this software.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: PreK-12 Library Media Technology Dept.

Title: Director, Purchasing Department

Requested By: Bonnie Kelley

Buyer: Jaime Haney

Title: PK-12 Library/Media/Technology Specialist

Recommended award by vendor as follows:

FACTS ON FILE, INC – V781

Sixth year subscription to Learn360[®] web-based streaming video-on-demand service county wide.

Enrollment	Description	Subscriber's Rate	Years	Total
103,538	Learn360 District License	0.49	1	\$50,733.62
			Credit	(\$890.33)
			GRAND TOTAL	\$49,843.29



Digital License Agreement LEARN360 Subscription Plan

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The pricing for this license (the "Fees") for the Term shall be as follows:

Enrollment	Description		Subscriber's Rate	Years	Total
103,538	Learn360 District License		.49	1	\$50,733.62
			Credit		-\$890.33
					\$49,843.29

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The term of this Agreement shall commence on the 7/1/2013 and continue in force through 6/30/2014. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

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Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

Indemnification

The parties 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 proximately caused thereby; provided, however, Licensor and Licensee agree that Licensee's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Licensee, nor shall anything herein be construed as consent by Licensee to be sued by any third party for any cause or matter arising out of or related to this Agreement.

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Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles and Digital Media without express written consent from their respective trademark owners.

Miscellaneous

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This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between

the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Pinellas County School Board:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Bill To:

Name: _____

Title: _____

Implementation Contact:

Name: _____

Title: _____

Please fax the signed agreement to:

Attention: Michael Ensign

Fax # **212-313-9443**

P.O.# _____

Please make purchase order out to “Infobase Learning” and remit payment (NET 30 DAYS) to:

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

SCHEDULE A
LICENSED SCHOOL(S)

For large school districts please include the list of authorized users in an Excel spreadsheet or expand the form and e-mail to: mensign@infobaselearning.com

Infobase Learning

Exhibit A - Licensee School(s) Setup

[illegible]

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday- Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.

**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or
SERVICE**

School Board of Pinellas County, Florida

School Board Meeting of: June 11, 2013

Bid File No: 13-205-302-SS

Bid File Title: Sole Source Software
License & Maintenance

Contract Period: 7/1/13 thru 6/30/14

☐ N/A - One Time Purchase

Contract Value: \$ 34,469.00

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

*** Rationale/Reason**

The vendor is the developer and sole distributor of this software.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Transportation
Department

Title: Director, Purchasing Department

Requested By: Robert Liles

Buyer: Jaime Haney

Title: Director, Core Systems & User Support

Recommended award by vendor as follows:

EDUCATION LOGISTICS, INC. V-707

2013/2014 License & Maintenance fees for the following software used by the Transportation Department:

<u>Description</u>	<u>Price</u>
2013/2014 License & Maintenance Fees for the Edulog NT Pupil Transportation System including: <ul style="list-style-type: none">➤ Stop, Run, & Route Optimization Software➤ Special Education Transportation Software➤ Boundary Planning/Redistricting Software➤ Boundary Optimization Software➤ Enrollment Projection Software	\$24,283.00
2012/2013 License & Maintenance Fees for the following software: <ul style="list-style-type: none">➤ WebQuery➤ WebReport➤ WebStudent	10,186.00

GRAND TOTAL: \$34,469.00