

PURCHASING AGENDA SUMMARY

April 12, 2016

(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

| BID NUMBER | BID TITLE | BID CAT. | BID TERM | DESTINATION / REQUESTER | *FUND/ CC | **PROJECT /SUBPROJ | RECOMMENDED VENDOR | TOTAL \$ by VENDOR | TOTAL \$ of BID | COMMENTS |
|-------------------|--|-----------------|-----------------|--------------------------------------|------------------|---------------------------|---|---------------------------|--------------------------|-----------------|
| 16-968-180 | HVAC Digital Controls System Replacement | LRB | N/A | Joseph Carwise M/S Doug Schoel | 0375/0531 | 3500/3038 | Automated Building Control Systems, Inc. | 274,000.00 | 274,000.00 | |
| 16-515-125 | Landscape Maintenance Equipment Parts | LRB | 2 yrs. | Maintenance Dept. Rodger Williams | 0100/5370 | | Quality Mowers, Inc. (Briggs & Stratton, Kawasaki, McClane, Peerless(Techumse, Stihl) Everglades Farm Equipment Co., Inc. (Bush Hog, John Deere) Doudna's Seminole Mower, Inc. (Echo, Honda, Power Trim) Royal Edger & Mower Co., Inc. (Ferris) Northeast Mowers (Kohler, Toro (Lawn Boy) | Unknown | 250,000.00 (estimate) | |

***Key to Fund Sources:**

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

****Key to Categorical Sources:**

23XX: Referendum Funds

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|-------------------|---|-----------------|-----------------|--|------------------|---------------------------|---|---------------------------|----------------------------------|---|
| 16-154-112 | Doors & Frames: Commercial | LRB | 2 yrs. | Maintenance Dept. Rodger Williams | 0100/5370 | | Cardinal Door & Hardware, Inc. | 200,000.00 | 200,000.00 (maximum estimate) | |
| 16-725-179-PB | Radio Communication Equipment: Installation, Inspection and Repair | PB | 59.5 Months | Vehicle Maintenance Dept. Wade Hutchins | 0100/5900 | | Suncoast Communications and Electronics, Inc. | 250,000.00 | 250,000.00 (maximum estimate) | Rationale: Piggybacking Pinellas County Contract #156-0149-B (RG) |
| 16-968-127 | Sanitary Sewer Restoration | REJ | N/A | Tarpon M/S Keith Williams | | | | | | Rationale: Only one bid was received and it was over the budgeted amount. Project will be re-bid at a later date. |
| 16-165-140-RN | Continental Refrigeration Food Service Equipment | RN | 1 yr. | Food Service Dept. Lynn Geist | 0410/5470 | 9502 | Johnson Lancaster Sales, LLC | 150,000.00 | 150,000.00 (estimate) | |

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|-------------------|--|-----------------|-----------------|---|------------------|---------------------------|---|---------------------------|--------------------------|---|
| 16-968-181-SC | Floor Covering with Related Supplies, Equipment & Services | SC | 1 yr. | County Wide Rodger Williams | Various | Various | Bentley Prince Street Continental Flooring Company Interface Americas Milliken Services Mohawk Carpet Dist. Shaw Industries Tandus Flooring | Unknown | 700,000.00 (estimate) | <i>Rationale:</i> Utilizing the State of Florida Contract ACS#360-240-12-1-NJPA. |
| 16-205-176-SS | Sole Source Software License Renewal | SS | 1 yr. | Elementary Mathematics Dept. Laurel Rotter | 0100/5510 | 1180/6239 | Mind Research Institute | 264,301.40 | 264,301.40 | <i>Rationale:</i> This vendor holds the copyrights and distribution rights for this software. |

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| BID NUMBER | BID TITLE | BID CAT. | BID TERM | DESTINATION / REQUESTER | *FUND/ CC | **PROJECT /SUBPROJ | RECOMMENDED VENDOR | TOTAL \$ by VENDOR | TOTAL \$ of BID | COMMENTS |
|-------------------|---|-----------------|-----------------|--|------------------|---------------------------|----------------------------|---------------------------|------------------------|---|
| 16-161-174-SS | Sole Source Diagnostic Scanner Oscilloscope Certification | SS | N/A | PTC-Clearwater Charles Thackrah | 0150/4541 | 9901/6140 | Snap-On Industrial | 216,377.76 | 216,377.76 | Rationale: Standardizing the Automotive Repair Program at PTC-Clearwater so that all equipment works together seamlessly for classroom instruction and certifications |
| 16-205-175-SS | Sole Source Software Maintenance-Focus- Adult Education | SS | 1 yr. | Career, Technical, Adult Education Dept. Mark Hunt | 0150/5750 | 9902 | Focus School Software, LLC | 86,210.00 | 86,210.00 | Rationale: This vendor is the sole source provider and copyright owner for its Student Information Systems, Custom Programming and Integration Services. This contract is for year 3 of a 5 year contract for support and maintenance fee. |

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| <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> |
|-------------------|---|-----------------|-----------------|--|------------------|---------------------------|---------------------------|---------------------------|------------------------|---|
| 16-480-186-SS | Sole Source Reading & Marketing Materials | SS | N/A | Elementary Education Shana Rafalski | 0100/5510 | 1180/6247 | Capstone Digital | 57,401.00 | 57,401.00 | <i>Rationale:</i> The vendor is the sole source provider of myON Reader, a personalized literacy program. |

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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-968-180

Bid Title: HVAC Direct Digital Control System Replacement

Original Bid No: N/A

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

Agenda Item Categories:

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

Contract Period: thru N/A - One Time Purchase

Contract Value: \$ 274,000.00

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: 2 Bids Received: 2 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

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

Recommended award by vendor as follows:

AUTOMATED BUILDING CONTROL SYSTEMS, INC.

Provide labor and materials to replace the HVAC Direct Digital Control System in accordance with plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-515-125

Bid Title: Lawn Maintenance Equipment: Parts

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: 04/22/16 thru 04/21/18 N/A - One Time Purchase

Contract Value: \$ 250,000.00

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: 31 Bids Received: 6 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Michael Hewett **Buyer:** Jason O'Toole
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

DOUDNA'S SEMINOLE MOWER, INC. (V-7476)

| Manufacturer | Discount Deducted From Manufacturer's List Price |
|---------------------|---|
| Echo | 24.00% |
| Honda | 28.00% |
| Power Trim | 8.00% |

NORTHEAST MOWERS, INC. (V-5278)

| Manufacturer | Discount Deducted From Manufacturer's List Price |
|---------------------|---|
| Kohler | 25.00% |
| Toro (Lawn Boy) | 28.50% |

QUALITY MOWERS, INC. (V-1826)

| Manufacturer | Discount Deducted From Manufacturer's List Price |
|----------------------|---|
| Briggs & Stratton | 25.00% |
| Kawasaki | 25.00% |
| Peerless (Techumseh) | 10.00% |
| Stihl | 25.00% |
| McClane | 5.00% |

ROYAL EDGER & MOWER COMPANY, INC. (V-2936)

| Manufacturer | Discount Deducted From Manufacturer's List Price |
|---------------------|---|
| Ferris | 10.00% |

EVERGLADES FARM EQUIPMENT CO., INC. (V-26678)

| Manufacturer | Discount Deducted From Manufacturer's List Price |
|---------------------|---|
| John Deere | 15.00% |
| Bush Hog | 5.00% |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-154-112

Bid Title: Doors & Frames: Commercial

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: 04/12/16 thru 04/11/18 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 | <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: 10 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Michael Hewett **Buyer:** Jason O'Toole
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide and deliver commercial doors and frames on a county-wide basis with firm net pricing for the contract period.

CARDINAL DOOR & HARDWARE, INC. (V-17186)

Wood Doors: Structural Composite Lumber *Stave* Core (*no voids*), Stain-grade, full-size Slab.

| TERMS Item Number | Description/Dimensions | Product Supplied | Unit Price |
|-------------------|---------------------------------------|------------------|------------|
| 15422350 | Birch Veneer Door 36"x 80"x 1-3/4" | Mohawk SCL | \$170.90 |
| 15422352 | Birch Veneer Door 36"x 84"x 1-3/4" | Mohawk SCL | \$175.75 |

Note: All metal doors shall be prepped for heavy duty cylindrical locks and hinges shall be 4-1/2"

Metal Doors: 18-gauge (Galvanized & Primed) including top caps, **Non-Rated**, (must have Steelcraft's hinge locations).

| TERMS Item Number | Description/Dimensions | Product Number Bid | Unit Price |
|-------------------|-----------------------------|---------------------------|--------------------|
| 15422343 | Door, metal, 36"x 80" | Mesker Mfg. special galv. | \$223.50 |
| 15422335 | Door, metal, 36"x 84" (RH) | Mesker Mfg. special galv. | \$228.50 |
| 15422336 | Door, metal, 36"x 84" (LH) | Mesker Mfg. special galv. | \$233.50 |
| 15487659 | Door, metal, 36"x 84" (RH) | Mesker Mfg. reinforced | \$228.50 |
| 15487660 | Door, metal, 36"x 84" (LH) | Mesker Mfg. reinforced | \$228.50 |
| N/A | Doors, metal, varying sizes | Mesker Mfg. spec galv. | \$0.10/square inch |

Metal Doors: **Labeled One Hour Fire Rated**, including top caps (must have Steelcraft's hinge locations).

| TERMS Item Number | Description/Dimensions | Product Number Bid | Unit Price |
|-------------------|--|--------------------|------------------|
| N/A | Door, metal, 36"x 80" | Mesker Mfg. | \$228.50 |
| N/A | Door, metal, 36"x 84" | Mesker Mfg | \$233.50 |
| N/A | Door, metal, 36"x 84" blank, lock edge/RPD | | \$238.58 |
| N/A | Doors, metal, varying sizes | Mesker Mfg | \$0.1000/sq. in. |

Astragals (Metal)-galvanized & primed

| TERMS Item Number | Description/Dimensions | Manufacturer Bid | Unit Price |
|-------------------|------------------------|------------------|-----------------|
| N/A | 80", Z-Type | Mesker Mfg. | \$29.50 |
| N/A | 84", Z-Type | Mesker Mfg. | \$29.50 |
| N/A | Custom sizes, Z-Type | Mesker Mfg. | \$0.40/lin. in. |

Transoms (Side Panels): Metal (18-gauge)-galvanized & primed

| TERMS Item Number | Description/Dimensions | Manufacturer Bid | Unit Price |
|----------------------------------|----------------------------------|-------------------------------------|-------------------|
| 15422361 | Transom/Side Panel, 1-3/4" thick | Mesker Mfg. special 16 ga. galv. | \$0.1500/sq. in. |

Window Kits (without glass)

| TERMS Item Number | Description/Dimensions | Manufacturer Bid | Unit Price |
|----------------------------------|--|-------------------------|-------------------|
| 15422354 | Metal Window Frame 5"x 20" For 1/4" Glass (Screw-in type) Galvanized & Primed | Leslielite | \$45.00 |
| 15024601 | Metal Window Frame 24"x 30" For 1/4" Glass (Screw-in type) Galvanized & Primed | Leslielite | \$66.00 |
| N/A | Metal Window Frame 24"x 64" For 1/4" Glass (Screw-in type) Galvanized & Primed | Leslielite | \$135.00 |
| N/A | Metal Window Frame, Custom sizes For 1/4" Glass (Screw-in type) Galvanized & Primed | Leslielite | \$0.8500/lin. in. |
| N/A | Metal Window Frame 5"x 20" For 9/16" Laminate (Snap-in type) Galv. & Primed, Steelcraft N5 or equal | Steelcraft or Equal | \$50.00 |
| N/A | Metal Window Frame 24"x 30" For 9/16" Laminate (Snap-in type) Galv. & Primed, Steelcraft N5 or equal | Steelcraft or Equal | \$77.00 |

Louvers

| TERMS Item Number | Description/Dimensions | Manufacturer Bid | Unit Price |
|----------------------------------|---|-------------------------|-------------------|
| 15422360 | Metal Louvers, 12"x 12", Galvanized & Primed | Air Louvers | \$56.00 |
| 15422362 | Metal Louvers, 18"x 18", Galvanized & Primed | Air Louvers | \$73.50 |
| N/A | Metal Louvers, 24"x 64", Galvanized & Primed | Air Louvers | \$283.00 |
| N/A | Metal Louvers, Custom Sizes, Galvanized & Primed | Air Louvers | \$0.44/sq. in. |

Prepping

| TERMS Item Number | Description/Dimensions | Unit Price |
|----------------------------------|---|-------------------|
| N/A | Flush Bolt | No Charge |
| N/A | Mortise Lock | No Charge |
| N/A | Dutch Door (with 6" shelf both sides or 8" shelf on one side) | \$545.00 |
| N/A | 16-Gauge Jamb Cuts (reductions) With factory finished returns (no rough or exposed metal) | No Charge |
| N/A | Cuts for Louvers & Window Kits (Steel Doors) *Lineal Inches includes both sides of doors. | \$0.11/lin. In. |
| N/A | RPD- Re-enforcement for Panic Device (Internal) *Prevents door from crushing when installing panic device. | No Charge |

Frames

All frames shall have the following preparation: **ASA** (4-7/8" strike), **EMA** (existing masonry opening), **SUA** (set up and arc welded), and **DP** (dimpled and pierced), hot dipped galvanized and primed. All frames are for 1-3/4" doors and shall have rubber silencers.

FRAMES, FLUSH, METAL NON-RATED, WITH 2" FACE, DOUBLE RABBET.

| Item Description/Dimensions | Brand Supplied | Unit Price |
|---|-------------------------------|-------------------|
| Door Frame, 5-3/4", Steel, 36" x 80" | Mesker Mfg. 16 ga. galvanized | \$110.00 |
| Door Frame, 5-3/4", Steel, 36" x 84" | Mesker Mfg. 16 ga. galvanized | \$110.00 |
| Door Frame, 4-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.58/lin. in. |
| Door Frame, 5-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.58/lin. in. |
| Door Frame, 6-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.60/lin. in. |
| Door Frame, 7-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.65/lin. in. |
| Door Frame, 8-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.65/lin. in. |
| Door Frame, 10", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.90/lin. in. |
| Door Frame, 12", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.90/lin. in. |

FRAMES, FLUSH, METAL LABELED ONE HOUR FIRE RATED, WITH 2" FACE, DOUBLE RABBET.

| Item Description/Dimensions | Brand Supplied | Unit Price |
|---|-------------------------------|-------------------|
| Door Frame, 5-3/4", Steel, 36" x 80" | Mesker Mfg. 16 ga. galvanized | \$115.00 |
| Door Frame, 5-3/4", Steel, 36" x 84" | Mesker Mfg. 16 ga. galvanized | \$115.00 |
| Door Frame, 4-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.60/lin. in. |
| Door Frame, 5-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.60/lin. in. |
| Door Frame, 6-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.62/lin. in. |
| Door Frame, 7-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.68/lin. in. |
| Door Frame, 8-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.68/lin. in. |
| Door Frame, 10", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.92/lin. in. |
| Door Frame, 12", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. galvanized | \$0.92/lin. in. |

Knock-Down Frames

Knock-Down frames have the following preparation: **ASA** (4-7/8" strike), **EMA** (existing masonry opening), hot dipped galvanized and primed. All frames are for 1-3/4" doors and shall have **rubber silencers**.

FRAMES, KNOCK-DOWN, METAL, NON-RATED, WITH 2" FACE, DOUBLE RABBET.

| Item Description/Dimensions | Brand Supplied | Unit Price |
|---|-------------------------|-------------------|
| Door Frame, 5-7/8", Steel, 36" x 80" LH & RH | Mesker Mfg. 16 ga. K.D. | \$95.00 |
| Door Frame, 5-7/8", Steel, 36" x 84" LH & RH | Mesker Mfg. 16 ga. K.D. | \$98.00 |
| Door Frame, 4-1/2", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 4-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 5", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 5-1/2", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 5-5/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 5-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 5-7/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 6", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.49/lin. in. |
| Door Frame, 7-1/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. | \$0.55/lin. in. |

FRAMES, KNOCK-DOWN, METAL, LABELED ONE HOUR FIRE RATED, WITH 2" FACE, DOUBLE RABBET.

| Item Description/Dimensions | Brand Supplied | Unit Price |
|---|------------------------------|-------------------|
| Door Frame, 4-1/2", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | \$0.49/lin. in. |
| Door Frame, 4-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 5", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 5-1/2", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 5-5/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 5-3/4", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 5-7/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 6", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | 0.49/lin. in. |
| Door Frame, 7-1/8", Steel, (Varying Sizes) | Mesker Mfg. 16 ga. K.D. U.L. | \$0.55/lin. in. |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-725-179-PB

Bid Title: Radio Communication Equipment:
Installation, Inspection and Repair

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: 04/12/2016 thru 03/31/2021 N/A - One Time Purchase

Contract Value: \$ 250,000.00

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**

Piggybacking Pinellas County Contract #156-0149-B (RG)

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:** Transportation Department
Title: Director, Purchasing Department

Requested By: Rick McBride **Buyer:** Jason O'Toole
Title: Director, Transportation Department

Recommended award by vendor as follows: (see attached)

SUNCOAST COMMUNICATIONS & ELECTRONICS INC. (V-7035)

Provide and deliver Radio Communications Equipment maintenance, inspection and repair services on an as requested basis with firm net pricing for the contract period.

| Description | Unit of Measure | Unit Price |
|---|------------------------|-------------------|
| Non-Public Safety Mobile/Control Station Unit | Month | \$6.65 |
| Non-Public Safety Mobile/Control Base Unit | Month | \$10.15 |
| Non-Public Safety Mobile/Control Portable Unit | Month | \$5.30 |
| Public Safety Mobile Front Mount/Control Station Unit | Month | \$7.75 |
| Public Safety Mobile Remote Mount | Month | \$9.90 |
| Public Safety Base Unit | Month | \$11.80 |
| Public Safety Portable Unit | Month | \$7.75 |
| Public Safety Hewlett Packard Data Modems | Month | \$12.50 |
| Replacement/Re-Branded Mobile Unit | Month | \$6.65 |
| Replacement/Re-Branded Portable Unit | Month | \$5.30 |

| Description | Unit of Measure | Unit price |
|---|------------------------|-------------------|
| Radio Repair Services (Bench Time) | .5 Hour | \$69.00 |
| Radio Repair Services (In-Shop, Standard Hours) | First Hour | \$100.50 |
| Radio Repair Services (In-Shop, Standard Hours) | Additional Hours | \$69.00 |
| Radio Repair Services (On-Site Service Calls) | Hour | \$113.50 |
| Radio Repair Services-Non-Standard Hours | Hour | \$134.00 |

| | |
|-------------------------------------|-------|
| Discount from MSRP for Parts | 6.00% |
|-------------------------------------|-------|

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-968-127

Bid Title: Sanitary Sewer Restoration

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**

Only one bid was received and it was over the budgeted amount. Project will be re-bid at a later date.

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 99 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

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

Recommended award by vendor as follows:

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-165-140-RN

Bid Title: Continental Refrigeration Food Service Equipment

Original Bid No: 14-165-192

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: 06/11/16 thru 06/10/17 N/A - One Time Purchase

Contract Value: \$ 150,000.00

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

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

* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Lynn Geist **Buyer:** Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows: (see attached)

JOHNSON LANCASTER SALES, LLC. (V-30818)

Provide and deliver **Continental Refrigeration Food Service Equipment** to the Walter Pownall Service Center, Food Service Warehouse per bid specifications.

| BID ITEM NO. | DESCRIPTION | UNIT PRICE |
|-----------------------------|--|-------------------|
| 1. | Continental Reach-In Refrigerator Model 1R | \$2,809.30 |
| 2. | Continental Pass-Thru Refrigerator Model 1R-PT | 3,717.91 |
| 3. | Continental Two Section Reach-In Refrigerator Model 2R | 3,992.95 |
| 4. | Continental Two Section Pass-Thru Refrigerator Model 2R-PT | 5009.28 |
| 5. | Continental Reach-In Freezer Model 1F | 3,333.80 |
| 6. | Continental Reach-In Freezer Model 2F | 4,789.45 |
| 7. | Continental Reach-In Warmer Designer Line Model DL1W | 3,520.30 |
| 8. | Continental Reach-In Warmer Designer Line Model DL2W | 5,133.17 |
| 9. | Continental Pass Thru Warmer Designer Line Model DL1W-PT | 4,201.00 |
| 10. | Continental Pass Thru Warmer Designer Line Model DL2W-PT | 6,089.91 |
| 11. | Continental Milk Cooler Designer Line Model MC3-SCW | 1,838.42 |
| 12. | Continental Milk Cooler Designer Line Model MC4-SCW | 1,951.54 |
| 13. | Continental Milk Cooler Designer Line Model MC5-SCW | 2,096.29 |
| 14. | Continental Milk Cooler Designer Line Model MC3-DCW | 1,921.58 |
| 15. | Continental Milk Cooler Designer Line Model MC4-DCW | 2,106.39 |
| 16. | Continental Milk Cooler Designer Line Model MC5-DCW | 2,286.49 |

Discount for Balance on Product Line: 50/10/10/10/3%

Note: Electrical requirements will be determined at time of purchase.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid No: 16-968-181-SC

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

Original Bid No: N/A

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

Agenda Item Categories:

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

Contract Period: 04/12/16 thru 02/28/17 N/A - One Time Purchase

Contract Value: \$ 700,000.00

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**

Utilizing the State of Florida contract ACS#360-240-12-1-NJPA.

Reason for Submittal to Board Under Separate Cover:

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

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

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

Recommended award by vendor as follows: (see attached)

Contractors Awarded:

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

Pricing

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

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

Authorized Dealers/Installation Firms & Manufacturer Representation

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

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

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

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid File No: 16-205-176-SS

Bid File Title: Sole Source Software License Renewal

Contract Period: 07/01/16 thru 06/30/17

N/A - One Time Purchase

Contract Value: \$ 264,301.40

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: Shauné Ferguson

Title: K-5 Mathematics Specialist

Recommended award by vendor as follows: (see attached)

MIND RESEARCH INSTITUTE V-29268

| Item | Qty. | Description | Unit Rate | Total |
|---|------|--|-----------|-------|
| ST Math unlimited Site license grades K-5 | 77 | <p>Area 1: 19 of 77 schools, \$71,995 Brooker Creek Elementary: \$3,750 Curlew Creek Elementary: \$3,750 Curtis Fund. Elementary: \$3,750 Cypress Woods Elementary: \$3,999 Dunedin Elementary: \$3,750 Eisenhower Elementary: \$3,999 Forest Lakes Elementary: \$3,750 Garrison-Jones Elementary: \$3,750 Highland Lakes Elementary: \$3,750 Lake St George Elementary: \$3,750 Leila G Davis Elementary: \$3,999 McMullen-Booth Elementary: \$3,750 Oldsmar Elementary: \$3,750 Ozona Elementary: \$3,999 Safety Harbor Elementary: \$3,750 San Jose Elementary: \$3,499 Sunset Hills Elementary: \$3,750 Sutherland Elementary: \$3,750 Tarpon Springs Fund. Elem: \$3,750</p> <p>Area 2: 19 of 77 schools, \$67,489 Anona Elementary: \$3,499 Bardmoor Elementary: \$3,499 Belcher Elementary: \$2,999 Belleair Elementary: \$3,750 Calvin Hunsinger School: \$2,999 Cross Bayou Elementary: \$3,499 Frontier Elementary: \$3,750 Fuguitt Elementary: \$3,750 High Point Elementary: \$2,999 Kings Highway Elementary: \$3,499 Mildred Helms Elementary: \$3,750 Plumb Elementary: \$3,999 Ponce de Leon Elementary: \$3,750 Ridgecrest Elementary: \$3,999 Sandy Lane Elementary: \$2,999 Skycrest Elementary: \$3,750 Southern Oak Elementary: \$3,750 Starkey Elementary: \$3,750 Walsingham Elementary: \$3,499</p> <p>Area 3: 19 of 77 Schools, \$68,987 Azalea Elementary: \$3,750 Bauder Elementary: \$3,999 Bay Point Elementary: \$3,499</p> | | |

| | | | |
|--|---|--|--|
| | <p> Bay Vista Fund. Elementary: \$3,750 Bear Creek Elementary: \$3,499 Douglas Jamerson Elementary: \$3,750 Gulf Beaches Elementary: \$3,499 Gulfport Elementary: \$2,999 James B Sanderlin IB World: \$3,499 Lakeview Fund. Elementary: \$3,499 Lakewood Elementary: \$3,750 Madeira Beach Fund Elem: \$3,999 Maximo Elementary: \$3,750 Melrose Elementary: \$3,499 Oakhurst Elementary: \$3,999 Orange Grove Elementary: \$3,499 Pasadena Fund. Elementary: \$3,499 Seminole Elementary: \$3,750 Seventy-Fourth St Elementary: \$3,499 Area 4: 20 of 77 Schools, \$69,741 Blanton Elementary: \$3,750 Campbell Park Elementary: \$3,750 Fairmount Park Elementary: \$2,999 John M Sexton Elementary: \$3,499 Lealman Ave Elementary: \$2,999 Lynch Elementary: \$3,750 Marjorie Rawlings Elementary: \$3,750 Mt Vernon Elementary: \$3,499 New Heights Elementary: \$2,999 North Shore Elementary: \$2,999 Northwest Elementary: \$3,750 Perkins Elementary: \$3,750 Pinellas Central Elementary: \$3,750 Pinellas Park Elementary: \$3,750 Richard L Sanders Elementary: \$2,999 Sawgrass Lake Elementary: \$3,750 Shore Acres Elementary: \$3,750 Skyview Elementary: \$2,999 Westgate Elementary: \$3,750 Woodlawn Elementary: \$3,499 </p> | | |
| | <p> Description: ST Math Annual Service/Renewal Fee- Small School Site License: <ul style="list-style-type: none"> • Renew ST Math Gen 5 Software License for unlimited computers and students at the school site + ongoing minor software updates if any • Startup training modules for new features, and Initial Training of new teachers and </p> | | |

| | | | | |
|-------------------------------------|----|--|----------|------------|
| | | <ul style="list-style-type: none"> principals (included) • Post-Startup Training and Professional Development modules, including video and scheduled live webinars, to improve program knowledge, use and outcomes • Ongoing Best Practices Consulting and Personalized Support through phone, email, Skype or webinar • Monthly Summary Progress Reports at school or district level • Yearly Data Meeting to review the past year and set goals for next year | | |
| Annual Service/Renewal Fee \$2,999 | 11 | 2016/2017 Renewal for the following 11 schools: Belcher, Calvin Hunsinger, Fairmount Park, Gulfport Montessori Academy, High Point, Lealman Ave, New Heights, North Shore, Richard L Sanders School, Sandy Lane, Skyview | 2,999.00 | 32,989.00 |
| Annual Service/Renewal Fee- \$3,499 | 18 | 2016/2017 Renewal for the following 18 schools: Anona, Bardmoor, BayPoint, Bear Creek, Cross Bayou, Gulf Beaches, James B Sanderlin IB World, John M Sexton, Kings Highway, Lakeview Fundamental, Melrose, Mt Vernon, Orange Grove, Pasadena Fundamental, San Jose, Seventy-Fourth St, Walsingham, Woodlawm | 3,499.00 | 62,982.00 |
| Annual Service/Renewal Fee-\$3,750 | 39 | 2016/2017 Renewal for the following 39 schools: Azalea, Bay Vista Fundamental, Belleair, Blanton, Brooker Creek, Campbell Park, Curlew Creek, Curtis Fundamental, Douglas L Jamerson, Dunedin, Forest Lakes, Frontier, Fuguitt, Garrison-Jones, Highland Lakes, Lake St George, Lakewood, Lynch, Marjorie Rawlings, Maximo, McMullen-Booth, Mildred Helms, Northwest, Oldsmar, Perkins, Pinellas Central, Pinellas Park, Ponce de Leon, Safety Harbor, Sawgrass Lake, | 3,750 | 146,250.00 |

| | | | | |
|---|---|--|----------|--------------|
| | | Seminole, Shore Acres, Skycrest, Southern Oak, Starkey, Sunset Hills, Sutherland, Tarpon Springs, Westgate | | |
| Annual Service/Renewal Fee- \$3,999 | 9 | 2016/2017 Renewal for the following 9 schools: Bauder, Cypress Woods, Eisenhower, Leila G Davis, Madeira Beach, Oakhurst, Ozona, Plumb, Ridgecrest | 3,999.00 | 35,991.00 |
| SUBTOTAL | | | | 278,212.00 |
| 5% Discount applies ONLY if purchase order is received and invoiceable prior to May 31, 2016 | | | -5.00% | -13,910.60 |
| GRAND TOTAL | | | | \$264,301.40 |

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid File No: 16-060-174-SS

Bid File Title: Sole Source Diagnostic
Scanner Oscilloscope
Certification

Contract Period: thru N/A - One Time Purchase

Contract Value: \$ 216,377.76

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

*** Rationale/Reason**

Standardizing the Automotive Repair Program at PTC-Clearwater so that all equipment works together seamlessly for classroom instruction and certifications. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 calendar days in the manner prescribed by SBR 6A-1.012 (12) (d) unless the specific purchase being recommended here qualified as "exempt" under another section of this rule. No other vendor proposals were received in response to this invitation.

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

Requested By: Mark Hunt **Buyer:** Jason O'Toole
Title: Executive Director, CTAE Department

Recommended award by vendor as follows: (see attached)

SNAP-ON INDUSTRIAL (V-14971)

| ITEM NUMBER | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE |
|--------------|--|----------|--------------------|---------------------|
| KRSC46HSTECH | STECH WRAPPED BOX | 4 | \$2,210.00 | \$8,840.00 |
| EAA0418L04A | DOCKING STATION, VERSUS EDGE | 4 | \$281.99 | \$1,127.96 |
| EAK0294B09A | KIT, IGNITION LEAD (FOR MODIS-STANDARD AND VERSUS) | 12 | \$110.99 | \$1,331.88 |
| EEMS301A05 | ADAPTOR, SPLIT LEAD | 12 | \$28.49 | \$341.88 |
| EEMS330P14IN | VERSUS EDGE 15.4 IN | 12 | \$7,311.75 | \$87,741.00 |
| EEPV302AL | KIT, TRANSDUCER, 0-100 PSI | 4 | \$239.99 | \$959.96 |
| EEPV302AT | KIT, TRANSDUCER, 0-500 PSI | 4 | \$239.99 | \$959.96 |
| EESP330EU | VERSUS EDGE EURO SW INSTALLER | 8 | \$509.25 | \$4,074.00 |
| EESP330EUA | VERSUS EDGE SURO SW W/ADAPTERS | 8 | \$771.75 | \$6,174.00 |
| EESX306A | GENERATOR, DIAGNOSTIC WAVEFORM, MODIS™ SYSTEM/VANTAGE® | 20 | \$55.24 | \$1,104.80 |
| EETA308D | LOW AMPS PROBE | 8 | \$237.24 | \$1,897.92 |
| JKRR46GW55 | RUBBER MAT W/EDGE, 40.5IN X 20IN | 4 | \$68.90 | \$275.60 |
| STECH46INLAY | STECH INLAY FOR 46G BOX | 4 | \$143.17 | \$572.68 |
| EESC320P14IN | SOLUS EDGE 15.4 | 8 | \$2,921.25 | \$23,370.00 |
| TPMS3PRG | PROG SENS ADD/ON PK | 4 | \$123.47 | \$493.88 |
| BK8000 | AUTO-WIRELESS/VIDEO INSPECT UNIT | 4 | \$760.47 | \$3,041.88 |
| EAK0301B10A | COMPLETE OBDI ADAPTER KIT | 4 | \$365.24 | \$1,460.96 |
| TPMS3PRG | TIRE SENSOR SYSTEM TOOL | 4 | \$1,098.47 | \$4,393.88 |
| TPMS3U | TPMS3 SOFTWARE UPDATE | 4 | \$159.25 | \$637.00 |
| EEMS328P14IN | MODIS ULTRA 15.4 | 4 | \$4,496.25 | \$17,985.00 |
| AAU2652 | GM J1850 OBDII SYS TRNR | 2 | \$12,950.00 | \$25,900.00 |
| AAU1772 | GM ELEC IGN TRNR FAULTED | 2 | \$5,525.00 | \$11,050.00 |
| AAUTFM | FLOOR MODEL LEGS | 2 | \$630.00 | \$1,260.00 |
| AAUTFMJ | FLOOR MODEL LEGS | 2 | \$420.00 | \$840.00 |
| AAU670 | INJ PUMP SYS TRNR | 2 | \$2,850.00 | \$5,700.00 |
| FOMSC46BY | FOAM CUT BLK-YEL KRSC46 | 4 | \$1,210.88 | \$4,843.52 |
| | | | GRAND TOTAL | \$216,377.76 |

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid File No: 16-205-175-SS

Bid File Title: Sole Source Software
Maintenance-Focus-Adult
Education

Contract Period: 04/01/16 thru 03/31/17

N/A - One Time Purchase

Contract Value: \$ 86,210.00

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

*** Rationale/Reason**

This vendor is the sole source provider and copyright owner for its Student Information Systems, Custom Programming and Integration Services. This contract is for year 3 of a 5 year contract for support and maintenance fee.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Career, Technical and
Adult Education

Title: Director, Purchasing Department

Requested By: Mark Hunt

Buyer: Shauné Ferguson

Title: Executive Director
Career, Technical and Adult Education

Recommended award by vendor as follows:

FOCUS SCHOOL SOFTWARE LLC V-26900

Year 3 of 5-year contract

| SUPPORT AND MAINTENANCE FEE | RATE | UNITS | COST |
|-----------------------------|------|---------------|--------------------|
| Third Year Maintenance | 4.00 | 17,242 | 68,968.00 |
| Annual Hosting | 1.00 | 17,242 | 17,242.00 |
| | | | |
| | | TOTAL: | \$86,210.00 |

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 12, 2016**

Bid File No: 16-480-186-SS

Bid File Title: Sole Source Reading & Marketing Materials

Contract Period: thru N/A - One Time Purchase

Contract Value: \$ 57,401.00

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

*** Rationale/Reason**

The vendor is the sole source provider of myON reader, a personalized literacy program.. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 calendar days in the manner prescribed by SBR 6A-1.012 (12) (d) unless the specific purchase being recommended here qualified as “exempt” under another section of this rule. No other vendor proposals were received in response to this invitation.

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

Requested By: Shana Rafalski **Buyer:** Shauné Ferguson
Title: Executive Director, Elementary Education

Recommended award by vendor as follows:

CAPSTONE DIGITAL V-30691

| Item | Qty. | Price |
|--|-------------|--------------------|
| myOn for all Elementary, Middle & High sites | 116 | 0.00 |
| Bags | 300 | 400.00 |
| Frisbees | 250 | 300.00 |
| T-Shirts | 100 | 600.00 |
| Movie Passes | 100 | 850.00 |
| Books | 5,000 | 12,500.00 |
| Posters | 500 | 900.00 |
| Bookmarks | 4,000 | 100.00 |
| Tattoos | 2,000 | 201.00 |
| Tablets | 5 | 550.00 |
| Marketing* | | 40,000.00 |
| Street Team Supplies | | 500.00 |
| Community Breakfast Supplies | | 500.00 |
| Grand Total | | \$57,401.00 |

***Marketing Summary**

Street Team- 5 students for 6 weeks Monday-Thursday
Outdoor Advertising- Billboards in target neighborhoods
Signal Advertising- Bus shelters
Project management & coordination

The terms and conditions contained in this document (the "Standard Terms") apply to any sales by Capstone Publishers d/b/a Capstone Digital (sometimes referred to in this document as "We", "Us", and "Our") of license rights to software products and associated professional services. These Standard Terms are an integral part of an agreement (the "Agreement") between Us and the Customer (referred to as "You" and "Your") identified on a Capstone Digital Order Form (an "Order Form"). The Agreement consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms will supersede and replace any conflicting provisions in Your purchase order or other purchasing documents. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been signed by Your authorized representative. These Standard Terms may only be superseded by other terms and conditions You and We have specifically documented in a signed order form.

1.0 **CAPSTONE DIGITAL SOFTWARE.** The following terms and conditions will apply to the Software listed on the Order Form. During the Subscription Term, We grant You a limited license to have Your Users access and use the Subscription Software and associated Documentation solely for Your internal educational purposes.

1.1 **Maintenance and Access.** During the Subscription Period, We will maintain the Subscription Software on Our data center servers and will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows) to You and Your Users via the Internet 24 hours a day, 7 days a week. All access rights for You and Your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.5).

1.2 **Outage Periods.** The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which Your Users are prevented from accessing the Subscription Software due to factors within Our control. Outage Periods exclude (a) planned downtime (for which We will give at least 8 hours notice by publishing maintenance windows on the login pages; or (b) any unavailability caused by an event of Force Majeure. In the unlikely event an Outage Period occurs, upon Your written request we will issue you a credit for the pro-rated share (based on the number of days of any Outage Period in the applicable month) of fees You have paid for the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. You will not be entitled to this credit for any period during which You are in breach of this Agreement. Your sole and exclusive remedy for an Outage Period will be the credit described in this subsection.

1.3 **General License Terms.** All of the above license grants are specifically subject to the following general terms and conditions:

- 1.3.1 All license grants to access and use Capstone Digital Software and Documentation are non-exclusive, non-transferable and non-assignable.
- 1.3.2 All licenses granted are under intellectual property rights in the Capstone Digital Software and Documentation, including copyrights and trade secrets, which We either own or have licensed from third parties. We and our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by Us or our licensors in connection with this Agreement, as well as all related patents, copyrights, trademarks, trade secrets and other intellectual property rights.
- 1.3.3 All access and use of Software under this Agreement will be subject to Our Privacy Policy, which is expressly made a part of this Agreement.
- 1.3.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated. We reserve the right to revoke any license granted under this Agreement if You fail to promptly cure a material breach of this Agreement after We have provided You with notice of the breach.

1.4 **Restrictions.** You and Your Users will use the Capstone Digital Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Capstone Digital Software or Documentation; (ii) frame or mirror any content forming part of the Capstone Digital Software or Documentation, other than for Your own internal educational or training purposes; (iii) reverse engineer, decompile or disassemble the Capstone Digital Software; (iv) access or allow others to access the Capstone Digital Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions or graphics of the Capstone Digital Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Capstone Digital Software available to any third party, other than to Users or as otherwise contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Capstone Digital Software or the data contained therein; or (x) attempt to gain unauthorized access to the Capstone Digital Software or its related systems or networks.



1.5 **System Requirements.** You acknowledge receipt of Our System Requirements document which details the necessary hardware, system configuration, network infrastructure, and bandwidth requirements to successfully operate and use the Capstone Digital Software. The System Requirements are subject to periodic change without notice. You also acknowledge that You are responsible for the cost, operation and availability of, and compliance of Your Users with, all elements of the System Requirements.

1.6 **Responsibility for User Activity.** You are responsible for all activities that occur in User accounts and for compliance by Your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) provide user information to Capstone if bulk importing is required. Capstone will limit the distribution of Your User accounts to employees and contractors associated with Your account; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Capstone Digital Software, and notify Us promptly of any such unauthorized access or use; and (iv) in connection with this Agreement, comply (and ensure compliance by Your Users) with all applicable local, state and federal laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA").

1.7 **Intellectual Property**

1.7.1 **Reservation of Rights.** The Capstone Digital Software We are providing is licensed to You, not sold. Subject to the limited rights expressly granted to You and Your Users under these Standard Terms, We reserve all rights, title and interest in and to the Capstone Digital Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors, which are reserved to them). No rights are granted to You or Your Users hereunder other than as expressly specified in these Standard Terms.

1.7.2 **Rights to Customer Data.** Customer Data is deemed Your Confidential Information under this Agreement. You hereby grant Us a nonexclusive license to use, modify, communicate and distribute the Customer Data solely for the purpose of performing Our obligations to You as specified by the Agreement.

1.7.3 **Suggestions.** We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Capstone Digital Software any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users.

1.8 **Limited Warranty for Software Products.** Subject to the terms of section 3.4, We warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Term. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If We breach this express warranty, We will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Capstone Digital Software to conform in all material respects with the applicable Documentation, or (b) provide a replacement for the affected Capstone Digital Software which conforms in all material respects with that Documentation, or (c) accept the return of the affected Capstone Digital Software and refund You the portion of Your purchase price attributable to the returned product. This will be Our sole obligation, and Your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

2.0 **PROFESSIONAL SERVICES.** Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

2.1 **Statement of Work.** If this Agreement includes Professional Services, the Order Form will include a Statement of Work ("SOW") in our standard form and a description of the Professional Services. The SOW will define and communicate the goals, scope of services, work plan, and roles and responsibilities of each party as they relate to the delivery of Our Professional Services. The SOW will be governed by the terms of this Agreement.

2.2 **Mutual Cooperation.** We mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services. We may suspend delivery immediately upon written notice if Your employees or agents fail to act accordingly.

2.3 **Changes to SOW and Schedule.** Any changes to the scope of work under a SOW will be made by a written amendment to the SOW signed by You and Us prior to implementation of the changes. Changes to the scope of work under a SOW may result in additional fees to You. Any changes You make to previously agreed upon dates for onsite delivery of Professional Services may likewise result in additional charges to You.

2.4 **Acceptance of Services and Warranty.**

2.4.1 **Acceptance.** Upon completion of each Professional Services session, We will provide You with an e-mail requesting Your acknowledgement and acceptance of the Professional Services delivered. If You reasonably determine that the Professional Services have not met the objectives and expectations outlined in the SOW, You must provide Us written notice specifying any deficiencies in detail within 10 business days after our request. We will use reasonable commercial efforts to cure any such deficiencies promptly and then resubmit the sign-off form for Your signature. If You do not provide notice of any deficiencies to Us within the 10 day period, Your acceptance of the Professional Services will be considered final. If the objectives and expectations stated in the SOW are subsequently determined by the parties to be inappropriate or to require

modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery, You and We will cooperate in good faith to appropriately modify such requirements.

- 2.4.2 **Warranty.** We warrant that the Professional Services We provide will be performed in a worker-like manner, in accordance with generally accepted industry standards. For any material breach of this service warranty reported within 30 days after acceptance (under the preceding subsection), We will provide additional Professional Services at Our expense in an effort to promptly cure the breach.
- 2.4.3 **Failure to Cure.** If You give us notice of a material deficiency under subsection 3.4.1 or of a material breach under subsection 3.4.2, and we are unable to cure the deficiency or breach within 60 days after Your notice, You may terminate the directly affected portions of serviced covered by the applicable SOW and obtain a refund of amounts You have paid for the terminated services.
- 2.4.4 **Sole remedies.** The remedies specified in this section 3.4 are Your only remedies for Our breach of service warranties or failure to meet the acceptance criteria.

2.5 **Compliance with Workplace Rules.** We will have the person or persons We assign to perform the Professional Services comply with those of Your workplace rules You have provided to them in advance.

2.6 **Subcontractors.** We may, in our reasonable discretion, use third party subcontractors to perform any of Our obligations regarding delivery of the Professional Services.

2.7 **Expiration of Unscheduled Professional Services.** We will use all reasonable efforts to schedule and deliver the Professional Services in accordance with Your schedule and requirements. However, unless we agree otherwise, we retain the right to terminate our obligations to deliver any Professional Services that have not been delivered within 12 months of the Order Date. In this case, We will provide You with 30 days notice of our intent to terminate and You will have 30 days after receipt of Our notice to schedule the Professional Services and avoid expiration.

3.0 GENERAL TERMS

3.1 Fees and Payment

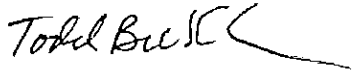
- 3.1.1 **Fees.** You agree to pay all amounts due to Us as shown on the Order Form ("Total Fees"). Except in the case of Outages (as stated in section 1.2), all such amounts are non-cancellable and non-refundable. Amounts due for Software are based on access to Software and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features.
- 3.1.2 **Fiscal Funding.** This subsection will apply to You only if (a) the Order Form specifies amounts due after the end of Your fiscal year in which the Order Date occurs (the "Current Fiscal Year") and (b) You are a government-funded entity subject to fiscal funding restrictions. If so: (a) You represent that You have received funding authority to pay the aggregate amounts due in the Current Fiscal Year; (b) for each subsequent fiscal year, You agree to include in Your budget request the portion of the Total Fees to become due during that year and use all reasonable and lawful means at Your disposal to obtain appropriations to pay such amounts when due under the Agreement. If despite these efforts You do not obtain funding in any future fiscal year for any portion of the Total Fees, You may terminate those licenses not covered by funding, but only if You (1) give Us written notice of a possible funding failure (including an explanation of the reasons, timing and extent) promptly after You become aware it is likely, (2) promptly provide Us with evidence of the funding failure when it actually occurs, and (3) certify to Us in writing that funds are not available to purchase any products similar to the affected Capstone Digital Software within the affected fiscal year(s). For any licenses You terminate under this subsection, You must pay pro rata license fees for the portion of the fiscal year prior to termination. Likewise, You must also pay for any Professional Services You actually receive during the affected fiscal year.
- 3.1.3 **Acceptance.** All Software will be deemed accepted upon delivery to You (or, for Subscription Software, upon making available to You online) and will thereafter be subject to the warranty provisions of this Agreement.
- 3.1.4 **Invoicing & Payment.** Unless otherwise stated in the Order Form, fees for products and services will be invoiced at the time of order with payment due net 30 days from the invoice date.
- 3.1.5 **Suspension of Access to Capstone Digital Software for Non-Payment.** If Your account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of Our other rights or remedies, We reserve the right to suspend Your access to the Capstone Digital Software and the delivery of Professional Services, without liability to You, until such amounts are paid in full.

3.2 Indemnities.

- 3.2.1 **Our Indemnification of You.** Subject to the conditions described below and the provisions of section 3.4, We will defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against You by a third party, as follows: a. For Personal Injury or Property Damage. Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or negligence of Our personnel while on Your premises. b. For Infringement: Our indemnity covers Claims alleging that the use of the Capstone Digital Software as specified in this Agreement, or Our Professional Services, or any information, design, specification, instruction, software, data, material (collectively called "Material") furnished by Us in connection with this Agreement infringes the intellectual property rights of a third party. If the Capstone Digital Software becomes, or in Our opinion is likely to become, the subject of an infringement claim, We may, at Our option and expense, either procure

- for You the right to continue using the Capstone Digital Software; replace or modify the Capstone Digital Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Capstone Digital Software and refund You the portion of Your purchase price attributable to the returned product.
- c. Breach of this agreement, including the data privacy addendum.
- 3.2.2 Your Indemnification of Us. Subject to the conditions described below and section 3.4, and subject to the limitations and defenses in 5.768.28, F.5.g, You will defend, indemnify and hold Us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging that the Customer Data, Your use of the Capstone Digital Software in violation of this Agreement, or any Material provided by You either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party.
- 3.2.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.
- 3.2.4 Exclusive Remedies. Our and Your responsibility for infringements is stated in this section 3.2. The indemnities in this section will be the exclusive remedies for infringements in connection with this Agreement.
- 3.3 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. The party affected by an event of Force Majeure will promptly notify the other of the circumstances and the expected impact on its performance. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement.
- 3.4 Disclaimers, Limitations and Exclusions.
- 3.4.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.8 AND 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 3.4.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM YOU FOR A PERPETUAL LICENSE OR, FOR SUBSCRIPTION SOFTWARE, DURING THE SUBSCRIPTION TERM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 3.4.3 Exclusion of Consequential and Related Damages. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING SENTENCE WILL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, PROVIDED ANY SUCH DAMAGES WILL BE LIMITED TO \$100,000.
- 3.5 U.S. Governmental Users. Capstone Digital Software and Documentation are 'Commercial Items,' as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.
- 3.6 Term and Termination
- 3.6.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until:
- (a) with respect to Subscription Software, the end of the last Subscription Term covered by this agreement;
- (b) with respect to Professional Services, 90 days after acceptance.
- 3.6.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

- 3.6.3 Termination without Cause. Either party may terminate this agreement without cause by providing at least thirty (30) days written notice to the other party at its address of record.
- 3.6.4 Outstanding Fees. Termination will not relieve You of the obligation to pay any fees payable to Us prior to the effective date of termination.
- 3.7 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.4, 1.7, 1.8, 3.2.2, 3.2.3, 3.2.4 and 3.4.
- 3.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, We may assign this Agreement in its entirety without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 3.9 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together will form one legal instrument.
- 3.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.
- 3.11 Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its conflicts of laws rules. In all other cases, this Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules.
- 3.12 Third Parties. There are no third-party beneficiaries to this Agreement.
- 3.13 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to Us will be addressed to the attention of Director of Capstone Digital Finance. Notices to You will be addressed to the attention of the person signing the Order Form for You.
- 3.14 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 3.15 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 3.16 Waiver and Cumulative Remedies. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.



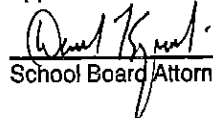
Todd Brekhus, President of Capstone Digital | myON
March 10, 2016

Pinellas County School Board

Date



Approved As To Form:


School Board Attorneys Office