

PURCHASING AGENDA SUMMARY

April 26, 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
16-968-141	Exterior Painting & Waterproofing Facilities	LRB	N/A	Bayside H/S	0376/0251	3000/3005	C & C Painting Contractors, Inc.	89,500.00	424,398.00	
				Dunedin E/S	0376/1071	3000/3005	Keystone Painting, Inc.	126,900.00		
				Lealman Innovates Academy	0376/2151	3000/3005	C&C Painting Contractors, Inc.	93,808.00		
				Tarpon Spring Fund. E/S Wayne LaFleur	0376/4661	3000/3005	Golden Brush, Inc.	114,190.00		
16-968-146	Drainage Pipe Replacement	LRB	N/A	Lakewood H/S Manda Rahgozar	0376/2031	3500/3006	G. A. Nichols Company	74,360.33	74,360.33	
16-070-136	Ford F-350 Trucks – Service Body & Flatbed	LRB	N/A	Maintenance Dept. Bob Sprecher	0370/5370	3000/3038	Bartow Ford	65,540.00	65,540.00	
16-725-177-PB	Cellular & Wireless Handheld Equipment & Services	PB	38 mos.	County Wide David Galvin	Charged Back to Various Cost Centers		T-Mobile USA, Inc.	647,256.77	647,256.77 (estimate)	Rationale: Utilizing WSCA (Western States Contracting Alliance) Master Price Agreement State of Nevada Contract No.1907.

***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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16-968-200-PB	Water Piping Restoration	PB	N/A	Tarpon Springs H/S Keith Williams	0374/4521	3000/3014	Florida Pipe Lining Solutions, LLC	394,093.00	394,093.00	<i>Rationale:</i> Piggyback Hillsborough County School Board ITB Contract #12003-MST.
16-805-187-PB	Fitness Equipment	PB	N/A	Largo H/S Brad Finkbiner	0376/2081	3299/4511	Life Fitness	84,671.92	84,671.92	<i>Rationale:</i> Piggyback National Joint Powers Alliance (NJPA) RFP #120215.
16-968-147	Drainage & Circulation Improvements with Parking Additions	REJ	N/A	Bay Vista E/S Manda Rahgozar						<i>Rationale:</i> Only one bid was received and it was over the budgeted amount. This project will be re-evaluated and re-bid.

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

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

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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
16-375-171-RN	Bread Products - Fresh, Bakery	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	Flowers Baking Company of Bradenton	450,000.00	450,000.00 (estimate)	
16-946-172-RN	Armored Car Service	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	MidFlorida Armored & ATM Services, Inc.	110,000.00	110,000.00 (estimate)	
16-205-195-SS	Sole Source Wireless Reading Devices	SS	1 yr.	County Wide Laura Woods	Various	Various	Amazon Digital Services, Inc.	257,832.90	257,832.90 (estimate)	<i>Rationale</i> This vendor is the sole manufacturer and distributor of the Kindle Wireless Reading Devices.
16-490-182-SS	Sole Source Pasco Scientific Sensors & Equipment	SS	1 year	County Wide Elementary Schools Julie Poth	0376/7400	3299/3299	Pasco Scientific	91,443.04	91,443.04	<i>Rationale:</i> This vendor is the designer, manufacturer, distributor and marketer of these scientific sensors.

****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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BID NUMBER	BID TITLE	BID CAT.	BID TERM	DESTINATION / REQUESTER	*FUND/ CC	**PROJECT /SUBPROJ	RECOMMENDED VENDOR	TOTAL \$ by VENDOR	TOTAL \$ of BID	COMMENTS
16-205-197-SS	Sole Source Textbook & Resource Management Software and Support	SS	1 yr.	County Wide/ Dana Schaefer	0100/ 5620	2150	Follett School Solutions, Inc.	74,405.00	74,405.00	<i>Rationale</i> The vendor is the developer and holds the copyrights to this software.
16-961-194-SS	Sole Source Training & Materials	SS	1 yr.	Deputy Superintendent Office Dr. William Corbett	0100/5090	9902	Urban Schools Human Capital Academy	50,000.00	50,000.00	<i>Rationale:</i> This vendor has developed the trainings and materials associated with their Human Capital Academy and holds all copyrights.

***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: **April 26, 2016**

Bid No: 16-968-141

Bid Title: Exterior Painting & Waterproofing Facilities

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: \$ 424,398.00

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: 99 Bids Received: 3 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

Provide labor and materials to complete the exterior painting and waterproofing at the following schools as per plans and specifications.

	C&C PAINTING CONTRACTORS, INC.	GOLDEN BRUSH, INC.	KEYSTONE PAINTING, INC.
Bayside High School	\$89,500.00		
Lealman Innovates Academy	\$93,808.00		
Dunedin Elementary School			\$126,900.00
Tarpon Springs Fundamental Elementary School		\$114,190.00	

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-968-146

Bid Title: Drainage Pipe 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: \$ 74,360.33

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: 122 Bids Received: 5 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Craig D. Pollei **Buyer:** Christine Roney
Title: Director, Facilities, Planning, Design & Construction

Recommended award by vendor as follows:

G.A. NICHOLS COMPANY

Provide labor and materials to complete the drainage and pipe replacement as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: April 26, 2016

Bid No: 16-070-136

Bid Title: Ford F-350 Trucks - Service Body & Flatbed

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: \$ 65,540.00

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: 6 Bids Received: 2 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: Bob Sprecher **Buyer:** Jason O'Toole
Title: Production Control Analyst, Maintenance Department

Recommended award by vendor as follows: (see attached)

BARTOW FORD (V-28863)

Quantity	Vehicle Specifications	Unit Price	Total Price
2	2016 Ford F-350 Super Duty Dual Rear Wheel to Include: <ul style="list-style-type: none"> • Regular Cab <ul style="list-style-type: none"> • 165" Wheel Base 84 CA XL • 6.2 Liter V8 Gasoline Engine • 6-Speed Automatic Transmission • Limited Slip Rear Axle • Power Windows • Exterior Color: Oxford White • Interior Color: Flint • Molded Black Cab Steps • Three (3) Sets of Keys • Class 5 Military Hitch with Wiring and Brake Controller 	\$26,773.00	\$53,546.00
1	Service body to include (additional amount to be added to 1 truck): <ul style="list-style-type: none"> • Knapheide Standard Model 600/700 "J" Series, Omaha Standard "132", Reading Standard Model "Classic Series", RKI S-Series or approved equivalent. • Ladder Racks 	\$8,285.00	\$8,285.00
1	Flatbed to include: (Additional amount to be added to 1 truck above) <ul style="list-style-type: none"> • Godwin 12, Knapheide Value Master-X PVMXT-123C, Omaha standard HD platform, Reading H12D or approved equivalent 	\$3,509.00	\$3,509.00
TOTAL ALL ABOVE			\$65,340.00
SHIPPING/TRANSPORT COSTS			\$200.00
GRAND TOTAL COST			\$65,540.00

DELIVERY LEAD TIME FOR BOTH TRUCKS: **90-135 DAYS**

TERMS OF WARRANTY FOR BOTH TRUCKS: **3 YEAR/36,000 MILE BUMPER TO BUMPER**
5 YEAR/60,000 MILE POWERTRAIN

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-725-177-PB

Bid Title: Cellular & Wireless Handheld 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: 04/26/16 thru 06/30/19 N/A - One Time Purchase

Contract Value: \$ 647,256.77

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**

Utilizing WSCA (Western States Contracting Alliance) Master Price Agreement State of Nevada Contract No.1907.

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: David Galvin **Buyer:** Mark Shuman, CPPO, CPPB
Title: Director, Networking & Telecommunications Department

Recommended award by vendor as follows: (see attached)

T-MOBILE USA, INC. V-34116

Provide Cellular & Wireless Handheld Equipment & Services at the rates listed below for the contract period. Equipment cost is paid through an equipment installment plan for two years, third year is no charge for equipment.

BACKGROUND:

T-Mobile USA, Inc. plans now allow separation of the equipment from the services plan.

The plan for Cellular service with T-Mobile in their latest offering for a standard smart phone before taxes and fees but not including equipment subsidy can be as low as \$12.60 per month. With an equipment purchase of \$189.99, with no overages but may decrease data performance at 2 Gb data – unlimited talk/text/msg.

The resulting savings will be over \$525,000.00 over our current contract for a three year period.

The District has had a total of 50 phones in the field for testing in Maintenance Department and in with Technology support staff and are pleased with the results. T-Mobile offers the best carrier with regard to utilizing WiFi calling which allows staff to receive calls regardless of the cellular signal available within a school.

Due to legal requirements to archive texting which cannot be done with “flip” phones the district must switch all users to “Smart” phones and begin to have them utilize email, which is already archived, in place of texting.

Unlimited Voice/Text/Data + 2GB 4G LTE Per Line (No Overages)	Quantity	Rate Plan	Equipment Cost	Equipment Installment Plan	Total Monthly
Samsung GALAXY Grand Prime	811	\$12.60	\$189.99	\$7.92	\$16,641.72
Hotspot / Tablet + Unlimited Data (No Overages)					
Hotspot / Tablet + Unlimited Data (No Overages)	Quantity	Rate Plan	Equipment Cost	Equipment Installment Plan	Total Monthly
Hotspot ZTE Falcon Z917 + Unlimited 4G LTE Data (No Overages)	180	\$29.40	\$79.99	\$3.34	\$5,893.20
Hotspot ZTE Falcon Z917 + Unlimited Data + 2GB 4G LTE (No Overages)	50	\$8.40	\$79.99	\$3.34	\$587.00
Alcatel W800 LTE USB Data Stick	1	\$29.40			\$29.40
Alcatel W800 LTE USB Data Stick (one time purchase, no installment plan available)	1		\$104.99	0.00	
Total Hotspot / Tablet + Unlimited Data	231				\$6,509.60
Total Lines of Service (one month cost Years 1 &2)	1042				\$23,151.32
Total Lines of Service (one month Year 3)	1042				\$15,960.00
Year 1 total cost (including cost of Alcatel Data Stick):					\$277,920.83
Year 1 Discount					(\$100,000.00)
Year 2 total cost:					\$277,815.84
Year 3 total cost: (no equipment installment plan):					\$191,520.00
TOTAL COST 3 YEARS:					\$647,256.77

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
T-Mobile USA, Inc.
Nevada Contract Number: 1907
(hereinafter "Contractor")
and
Pinellas County School Board
(hereinafter "Participating State or Entity")

1. **Scope/Background:** Contractor (T-Mobile USA, Inc. or "T-Mobile"), on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Price Agreement No. S1907 effective April 12, 2012 (the Master Price Agreement and Amendments are collectively, the "Master Price Agreement").

This addendum covers the WIRELESS SERVICES lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State of Florida contracts. This addendum is a separate agreement between Contractor and the Participating Pinellas County School Board entered into under the terms and conditions of the Master Price Agreement.

2. **Participation:** Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and eligible non-profits) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and eligible non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency, political subdivision and eligible non-profit will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision and eligible non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and eligible non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. **Participating Pinellas County School Board Modifications or Additions to Master Price Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

No Changes Are Required.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
T-Mobile USA, Inc.
Nevada Contract Number: 1907
(hereinafter "Contractor")
and
Pinellas County School Board
(hereinafter "Participating State or Entity")

4. **Rate Plan Pricing:** The rate plans listed in Exhibit A to this Agreement do not charge Early Termination Fees. Should Customer choose any other rate plans listed on the T-Mobile Business website at <https://business.t-mobile.com>, such plans are subject to the terms and conditions of those rate plans and the NASPO Agreement.
5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Amy Hiatt
Address	T-Mobile USA, Inc., 7668 Warren Parkway, Frisco, TX 75034
Telephone	972-464-3596
Fax	425-256-9018
E-mail	Amy.Hiatt@T-Mobile.com

Participating Entity

Name	Mark Shuman, Purchasing Manager
Address	301 4 th St. SW, Largo, FL 33770
Telephone	727-588-6179
Fax	727-588-6202
E-mail	shumanma@pcsb.org

6. [Purposely Left Blank.]

7. **Purchase Order Instructions:**

All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or approved funding documents will be in accordance with and subject to WSCA Contract # 1907" (2) Your Name, Address, Contact Number, email address and account number(s) (3) Purchase order amount.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2017
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
T-Mobile USA, Inc.
Nevada Contract Number: 1907
(hereinafter "Contractor")
and
Pinellas County School Board
(hereinafter "Participating State or Entity")

8. Price Agreement Number:

All purchase orders or approved funding documents issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern actions by and within the Participating Pinellas County School Board ONLY and have no impact the Master Price Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds are being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

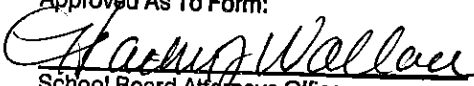
**PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE
 WIRELESS SERVICES 2012-2017
 Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
 T-Mobile USA, Inc.
 Nevada Contract Number: 1907
 (hereinafter "Contractor")
 and
 Pinellas County School Board
 (hereinafter "Participating State or Entity")

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: PINELLAS COUNTY SCHOOL BOARD	Contractor: T-MOBILE USA, INC.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Reviewed and Approved as to Form:

Approved As To Form:

 School Board Attorneys Office

 T-Mobile USA, Inc. Legal Dept.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-968-200-PB

Bid Title: Water Piping 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: \$ 394,093.00

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**

Piggyback Hillsborough County School Board ITB Contract #12003-MST.

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:** Tarpon Springs High School
Title: Director, Purchasing Department

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

Recommended award by vendor as follows:

FLORIDA PIPE LINING SOLUTIONS, LLC

Provide labor and materials to apply an epoxy lining to all potable water lines in twenty nine (29) buildings as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-805-187-PB

Bid Title: Fitness 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: thru N/A - One Time Purchase

Contract Value: \$ 84,671.92

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 month	- year	

*** Rationale/Reason**

Piggyback National Joint Powers Alliance (NJPA) RFP # 120215.

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

Requested By: Dr. Brad Finkbiner **Buyer:** Mary Ann McConahy
Title: Principal, Largo High School

Recommended award by vendor as follows: (see attached)

LIFE FITNESS (V-13356)

Item No	Description	Part No.	Total Qty.	Unit Price	Total Price
1	3-Tier Dumbbell Rack-Yellow	FW-DR3	1	815.20	815.20
2	Adjustable Bench-Upholstery Royal/Yellow Frame	HDLADJ	8	790.40	6323.20
3	Power Rack-Dock N Lock/Blue Frame	HDLPR	4	1815.20	7250.80
4	Pull Up Arch Dual	HPLPR	4	83.25	333.00
5	Pull Up 2 Handles	HDLPR	4	45.00	180.00
6	Power Pivot	HDLPR	4	198.00	792.00
7	Dock N Lock	HDLPR	4	75.00	300.00
8	Elite Power Rack/Yellow Frame	HDLPR	4	1815.20	7260.80
9	Pull Up Arc Dual	HDLPR	4	83.25	333.00
10	Pull Up 2 Handles	HDLPR	4	45.00	180.00
11	Power Pivot	HDLPR	4	198.00	792.00
12	Dock N Lock	HDLPR	4	75.00	300.00
13	Elite Reverse Bar Support	HDLRBS	8	271.05	2168.40
14	Elite Combo Storage Long Dbl-Black Frame	HDLSTOR	2	1414.40	2828.80
15	Elite Stand Alone/Blue	HDLSTOR	4	663.20	2652.80
16	Hammer Plate Loaded/Yellow-Frame Blue	PL-VSQ	1	2553.60	2553.60
17	Hammer Bumper, 25LB, Premium Rubber, Green	HS-BP	4	114.00	456.00
18	Iron Grip 45# Ureth Oly P	IRNG	80	105.75	8460.00
19	Iron Grip 5# Ureth Oly P	IRNG	60	11.25	675.00
20	Iron Grip Solid Urethane Dumbbell Set 5-50	IRNG	1	2709.75	2709.75
21	Urethane DB-Straight 55 lb – Pair	IRNG	1	425.25	425.25
22	Urethane DB-Straight 60 lb – Pair	IRNG	1	448.50	448.50
23	Urethane DB-Straight 65 lb – Pair	IRNG	1	471.00	471.00
24	Iron Grip 10# Ureth Oly P	IRNG	60	24.00	1440.00
25	Urethane DB Straight 70 lb – Pair	IRNG	1	494.25	494.25
26	Urethane DB Straight 75 lb – Pair	IRNG	1	517.50	517.50
27	Iron Grip Muscle Clamp Collars – Pair	IRNG	20	27.00	540.00
28	Iron Grip 7 ft Oly Competition Bar	IRNG	24	531.75	12762.00
29	Iron Grip 2.5# Ureth Oly Plate	IRNG	40	6.00	240.00
30	Iron Grip 25# Ureth Oly P	IRNG	80	59.25	4740.00
31	Iron Grip 35# Ureth Oly P	IRNG	40	81.75	3270.00

Item No	Description	Part No.	Total Qty.	Unit Price	Total Price
32	Hammer Strength Medicine Ball – 10 lb	MED-BALL	1	50.25	50.25
33	Hammer Strength Medicine Ball – 12 lb	MED-BALL	4	54.75	219.00
34	Hammer Strength Medicine Ball – 4 lb	MED-BALL	1	31.50	31.50
35	Hammer Strength Medicine Ball – 6 lb	MED-BALL	1	38.25	38.25
36	Hammer Strength Medicine Ball – 8 lb	MED-BALL	1	44.25	44.25
37	Bolt Down Package for Strength Products	BOLT DOWN PACKAGE	16	15.00	240.00
38	Freight-Fuel-Installation		1	Lot	11325.82
TOTAL:					\$84,671.92

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-968-147

Bid Title: Drainage & Circulation Improvements with Paking Additions

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**

Only one bid was received and it was over the budgeted amount. This project will be re-evaluated and re-bid.

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 123 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Craig D. Pollei **Buyer:** Christine Roney
Title: Director of Facilities, Planning, Design & Construction

Recommended award by vendor as follows:

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-375-171-RN

Bid Title: Bread Products - Fresh, Bakery

Original Bid No: 14-375-241

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: 08/01/16 thru 07/31/17 N/A - One Time Purchase

Contract Value: \$ 450,000.000

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 **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)

FLOWERS BAKING COMPANY OF BRADENTON (V-14428)

Provide and deliver various fresh bakery bread products to approximately 122 district facilities, county wide.

<u>Item No.</u>	<u>Item Description</u>	<u>Unit Price</u>
1	Bread, Pullman, Whole Grain # Usable slices/loaf Weight of loaf Manufacturers Brand Bid Manufacturers Code Bid	\$1.56/loaf 26 28 oz. Flowers / Bid Business 137-0913-0
2	Bread, Rye # Usable slices/loaf Weight of loaf Manufacturers Brand Bid Manufacturers Code Bid	\$1.56/loaf 16 20 oz. Cobblestone Mill 103-2008-0
3	Bread, 12 Grain Slices/loaf excluding crusts Weight of loaf Manufacturers Brand Bid Manufacturers Code Bid	\$2.06/loaf 16 24 oz. Nature's Own 102-1967-2
4	Buns, Hamburger, 4", Whole Grain, Sliced # Buns/pkg. Weight of pkg. Manufacturers Brand Bid Manufacturers Code Bid	\$3.60/pkg. 30 60 oz. Bid Business / Flowers 137-3081-0
5	Buns, Hot Dog, 6"-7", Whole Grain, Sliced # Buns/pkg. Weight of pkg. Manufacturers Brand Bid Manufacturers Code Bid	\$1.95/pkg. 16 27.2 oz. Bid Business / Flowers 137-2941-0
6	Buns, Hoagie, 6", Whole Grain, Sliced # Buns/pkg. Weight of pkg. Manufacturers Brand Bid Manufacturers Code Bid	\$3.50/pkg. 24 66 oz. Bid Business / Flowers 137-4055-0
7	Buns, Hoagie, 6", Whole Grain, Un-sliced # Buns/pkg. Weight of pkg. Manufacturers Brand Bid Manufacturers Code Bid	*DELETED LINE ITEM
8	Rolls, Dinner, Fully Baked, Whole Grain # Rolls/pkg. Weight of pkg. Manufacturers Brand Bid Manufacturers Code Bid	\$2.06/pkg. 24 24 oz. Flowers / Bid Business 137-4068-0

Note: *Food Service choose not to award bid item #7 Buns, Hoagie 6" whole grain, un-sliced as it does not meet our nutritional criteria.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid No: 16-946-172-RN

Bid Title: Armored Car Service

Original Bid No: 15-946-228

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: 08/01/16 thru 07/31/17 N/A - One Time Purchase

Contract Value: \$ 110,000.00

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 **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:

MIDFLORIDA ARMORED & ATM SERVICES, INC. (V-24244)

Provide Armored Car Service to pick-up and deposit district funds from approximately 127 schools and administrative locations, county wide.

Unit Price Per Pick-Up: \$ 8.60

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid File No: 16-205-195-SS

Bid File Title: Sole Source Wireless Reading Devices

Contract Period: 04/27/16 thru 04/26/17 N/A - One Time Purchase

Contract Value: \$ 257,832.90

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

*** Rationale/Reason**

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

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

Requested By: Laura Woods **Buyer:** Shauné Ferguson
Title: Program Coordinator, Library Media Technology Dept.

Recommended award by vendor as follows:

AMAZON DIGITAL SERVICES, INC.

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

<u>DESCRIPTION</u>	<u>TERMS NUMBER</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
All-New Fire Tablet w/o Special Offers	205K0026	1500	49.49	74,235.00
Fire HD 6" Tablet 8GB w/o Special Offers	205K0013	1500	93.60	140,400.00
Fire HD 8, 8GB w/o Special Offers	205K0022	200	139.49	27,898.00
Kindle w/o Special Offers	205K0011	200	76.49	15,298.20
			Total:	\$257,832.90

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid File No: 16-490-182-SS

Bid File Title: Sole Source Pasco
Scientific Sensors &
Equipment

Contract Period: thru N/A - One Time Purchase

Contract Value: \$ 91,443.04

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

*** Rationale/Reason**

This vendor is the designer, manufacturer, distributor and marketer of these scientific sensors. 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:** County Wide Elementary Schools

Title: Director, Purchasing Department

Requested By: Shana Rafalaski **Buyer:** Mary Ann Smith

Title: Executive Director Elementary School Education

Recommended award by vendor as follows:

PASCO SCIENTIFIC (V-1706)

Item No.	Title of Lab/Center	Quantity	Unit Price	Total Price
PS-3200	PASCO Airlink	505	59.00	29,795.00
PS-2168	Gen. Science Sensor	180	159.00	28,620.00
PS-2103A	PASCO Motion Sensor	180	80.00	14,400.00
PS-2174	PASCO Weather Anemometer	43	189.00	8,127.00
PS-3204	PASCO PH Sensor	180	59.00	10,620.00
PS-3504	Coincell Batteries for PH Sensor	30	10.00	300.00
PS-3501	Charging Station	30	59.00	1770.00
	Vendor Discount	1	Lot	2,808.96-
			Shipping	620.00
GRAND TOTAL:				\$91,443.04

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid File No: 16-205-197-SS

Bid File Title: Sole Source Textbook &
Resource Management
Software & Support

Contract Period: 5/30/16 thru 6/30/17

N/A - One Time Purchase

Contract Value: \$ 74,405.00

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 holds the copyrights to this software.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Middle & High Schools
County Wide

Title: Director, Purchasing Department

Requested By: Dana Schaefer

Buyer: Shauné Ferguson

Title: Program Coordinator, Instructional
Materials

Recommended award by vendor as follows:

FOLLETT SCHOOL SOLUTIONS, INC. V-32194

PN291-Upgrade Destiny Textbook Manager™ and Destiny Resource Manager™ Bundle package for twenty-five (25) locations.

- Online documentation and Help
- District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.

PN285-Destiny Textbook & Resource Manager™ for nineteen (19) locations

- Online documentation and Help

Implementation Services

- Project management
- Centralized System integration
- Technology training
- Resource Manager- District Essentials Webinar
- Resource Manager- Site Essentials On-Site Training- 1 Day



Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, Illinois 60050
www.folletlearning.com
Tel. 877-899-8550

April 8, 2016

Patrica Lusher
Director Library, Technology, Instructional Materials & Digital Learning
Pinellas County School District
301 Fourth St. SW
PO Box 2942
Largo, FL 33779

Dear Ms. Lusher.

Follett School Solutions is pleased to present the enclosed Amendment to your **Destiny® Resource Management™** agreement.

In order for us to ensure your implementation starts smoothly, please provide us with the information listed below. This will ensure your installation will occur when it is planned.

- An authorized representative of your District needs to **sign page 5**.
- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available For additional assistance in using DocuSign to complete this Amendment please reference the following links:
 - <https://www.docusign.com/support/signer/question/how-do-i-sign-a-docusign-document-basic-signing>
 - <https://www.docusign.com/support/classic/documentation/cdse-user-guide/signing/sign-on-paper>

After the licenses have been activated.

- Sign, date, and fax or scan/email the Acknowledgement of Delivery form as instructed above Please include your printed name, title, and district address

We look forward to a successful Destiny® Resource Management implementation and we appreciate your decision to partner with Follett.

Sincerely,

Terresa Luxemburg
Outside Sales Consultant - Technology
Phone: 877-899-8550 Ext. 46392
Fax: 815-578-5484
tluxemburg@Follett.com



Amendment I
Destiny® Resource Management™ Agreement

Quote # 952652-2

Customer # 0906350

April 8, 2016

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Pinellas County School District ("you") in Largo, FL dated August 14, 2007 (the "Agreement") is effective April 8, 2016. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until May 30, 2016.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

<i>Solution Summary</i>	
<p align="center"><i>The total dollar amount included in this Amendment is</i></p>	<p><i>\$74,405.00</i></p>
<p><i>Products Added to Follett Destiny Solution Agreement</i></p>	
<p><i>Software License</i></p>	
<p><i>PN291 – Upgrade to Textbook & Resource Manager Bundle Promo</i></p>	
<ul style="list-style-type: none"> ▪ Upgrade to Destiny Textbook Manager™ and Destiny Resource Manager™ Bundle Package for twenty-five (25) location(s) <ul style="list-style-type: none"> ○ Online documentation and Help ○ Note Resource Manager is designed specifically as a tool for District/School resource (non library) management ○ District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package. 	
<p><i>PN285 – Textbook & Resource Manager Bundle Customer Hosted Promo</i></p>	
<ul style="list-style-type: none"> ▪ Destiny Textbook & Resource Manager™ for nineteen (19) location(s) <ul style="list-style-type: none"> ○ Online documentation and Help ○ Note Resource Manager is designed specifically as a tool for District/School resource (non library) management 	
<p><i>Implementation Services</i></p>	
<ul style="list-style-type: none"> ▪ Project Management: includes a central point of contact during the implementation of the Follett Destiny Solution, and an on-site Planning Meeting ▪ Centralized System Integration: includes on-site installation and configuration of Follett Destiny Solution software and initial data load ▪ Technology Training: consists of on-site Follett Destiny Solution technology training. For the optimal learning experience, we recommend no more than twelve (12) participants 	

- **Resource Manager - District Essentials Webinar:** This instructor-led, web-based training focuses on teaching district staff the essential district-level capabilities of Resource Manager (Maximum 12 participants)
 - **Understanding Roles and Assigning Permissions:** Ideally scheduled prior to the District Essentials webinar, the Roles and Permissions webinar explains the user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software (Maximum 12 participants)
- **Resource Manager - Site Essentials On-Site Training – 1 Day:** On-site, 1 day training covers the basics users need to begin using Resource Manager. Users take a look at how they do their job and then apply that in the software. Toolkits, available before, during, and after training, consist of lesson plans, quick reference guides, and videos. A maximum of twenty (20) participants can attend.

Additional Training

- **Destiny Resource Manager On-Site Training – additional one (1) consecutive day(s)**

Data conversion and data enhancement services costs are not included.

All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.

All pricing is listed in United States dollars.

Payment terms are Net 30 days after delivery.

To the extent allowable by law, this Amendment is strictly confidential.

Annual Licensing and Maintenance Costs After Year One
(starts in Year Two)*

Software License

- **Upgrade to Destiny Textbook and Resource Manager Bundle Package for twenty-five (25) location(s)**
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management
 - *District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.*
 - *Your Annual Renewal will be reduced at the time of the existing Textbook Manager renewal date.*
- **Destiny Textbook & Resource Manager for nineteen (19) location(s)**
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management
- **District Technical Support includes:**
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Training toolkits (lesson plans, quick reference guides, and videos)
 - Product updates

This new pricing will be reflected in your next annual renewal fee.

Total Annual Licensing and Maintenance Costs: \$24,156.00

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates

Student Interoperability Framework (SIF)

Follett Destiny Solution is a SIF-certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (www.kimonocloud.com).

Based on discussions with your district, your implementation is scheduled to be completed no later than **May 30, 2016**. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Pinellas County School District

Signature: _____
 Print Name: _____
 Title: _____
 Address: 1340 Ridgeview Drive
 McHenry, IL 60050

 Date: _____

Signature: _____
 Print Name: Peggy L. O'Shea
 Title: Chairperson
 E-mail Address: super@pcsb.org
 Address: 3014th St SW
 Largo, FL 33770

 Date: April 26, 2016

Attest _____

1. An authorized representative of your District needs to **sign above**.
2. Ensure that the data on **Schedule A** is accurate (if attached). Initial each modification to Schedule A (if any).
3. Please fax **ALL PAGES** (with the exception of the Acknowledgement of Delivery) of the signed amendment and your **Purchase Order** as instructed on the cover letter.
4. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed amendment if needed.

Approved As To Form:



 School Board Attorneys Office

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 26, 2016**

Bid File No: 16-961-194-SS

Bid File Title: Sole Source Trainings & Materials

Contract Period: 05/01/16 thru 04/30/17

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

*** Rationale/Reason**

This vendor has developed the trainings and materials associated with their Human Capital Academy and holds all copyrights.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Deputy Superintendent Office

Title: Director, Purchasing Department

Requested By: Dr. William Corbett

Buyer: Linda Balcombe

Title: Deputy Superintendent

Recommended award by vendor as follows:

URBAN SCHOOLS HUMAN CAPITAL ACADEMY (USHCA)

USHCA will provide the following:

- Two annual Academy forums of three days each for a team of up to four PCSB participants.
- Participants will receive a comprehensive curriculum and toolkit with instruction, practical materials, and concepts to apply in their district setting.
- Onsite services of a Human Capital Partner and Fellow who will work with the PCSB team during and between Academy sessions to support the implementation of best practices and data collection and analysis.
- PCSB will have access to the Academy Learning Community created specifically for Academy participants to interact with other professionals between Academy sessions; the Academy Learning Community is tailored to the unique needs of participants, geared to finding solutions to specific problems, and designed to encourage interaction with other Academy participants.

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
URBAN SCHOOLS HUMAN CAPITAL ACADEMY, INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 26TH day of April, 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and Urban Schools Human Capital Academy, Inc. (hereinafter "Contractor").

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

1. Term of Project: The project period will begin May 1, 2016 and end April 30, 2017. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. Scope of Work: The scope of work is described in Attachment A.
3. Compensation: The School Board agrees to pay the Contractor \$50,000.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
 - a) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - b) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - c) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
 - d) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party. The superintendent has the authority to issue such notice of termination on behalf of the School Board.
 - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
 - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their

respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.
14. Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, all data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board.
15. Pursuant to the terms of this Agreement, Contractor is receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board.
16. Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and sub-contractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including but not limited to defending the Board and its officers and employees against any complaint, administrative or judicial

proceeding, payment of any penalty imposed upon the Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or sub-contractor of Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligation under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

17. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Elizabeth Arons, CEO

Mailing Address: Urban Schools Human Capital Academy
11160 C-1 South Lakes Drive – 704
Reston, VA 20191
earons@ushcademy.org

Board Project Contact: _____, Program Manager (or other appropriate title)

Mailing Address:

18. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
19. Notices: Any notice required under this Agreement shall be sent to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
20. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
21. Public Records Law: Statute §119.0701 requires that the Contractor comply with Florida's public record laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to PCSB in a format that is compatible with the information technology systems of PCSB.

The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to PCSB.

22. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
23. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
24. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.

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

Witnesses:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Peggy O' Shea
Chairperson

Date: _____

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

Date: _____

Witness:

URBAN SCHOOLS HUMAN CAPITAL ACADEMY, INC.

Elizabeth Arons

By: _____
Elizabeth Arons, Chief Executive Officer
(Name), (Title)

Date: 4-1-16

Approved as to Form:

David K. ...

Office of School Board Attorney

ATTACHMENT A

The parties agree as follows:

1. USHCA OBLIGATIONS:

USHCA shall provide a commitment with the following learning experiences:

- Two annual Academy convenings (generally held in April/May and October each year, starting May 2016) of three days each for a team of up to four PCS participants (additional participants can be sent paying their own expenses with prior approval).
- Academy sessions will immerse the participants in ongoing high-level interaction with other urban districts and Human Resources/Human Capital experts.
- All PCS participants will receive a comprehensive curriculum and toolkit with instruction, practical materials, and concepts to apply in their district setting.
- PCS will receive the onsite services of a Human Capital Partner and Fellow who will work with the PCS team during and between Academy sessions to support the implementation of best practices and data collection and analysis.
- As an Academy member, PCS will have access to the Academy Learning Community created specifically for Academy participants to interact with other professionals between Academy sessions; the Academy Learning Community is tailored to the unique needs of participants, geared to finding solutions to specific problems, and designed to encourage interaction with other Academy participants.

2. PCSB OBLIGATIONS:

PCS shall:

- Name a team of four PCS central office staff members who work within the district in a Human Resources or Human Capital capacity, and who support Human Resources/Human Capital reform, as the PCS designated participants in the Academy. Depending on Academy content, other team members may change but the Chief Human Resources/Human Capital Officer is always in attendance.
- Provide funds for the named PCS team to travel to and from the two annual Academy convenings per year.
- Compensate USHCA as follows:
 - \$50,000 annually, payable in two installments of \$25,000 each per semester.
 - **Payment(s) by PCS are to be made payable to USHCA after receiving an invoice from Urban Schools Human Capital Academy by check and sent to:**
The Monitor Group:
50 West Montgomery Avenue - Suite 110
Rockville, MD 20850