

# PURCHASING AGENDA SUMMARY

**August 23, 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

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CAT.</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/ CC</b>	<b>**PROJECT /SUBPROJ</b>	<b>RECOMMENDED VENDOR</b>	<b>TOTAL \$ by VENDOR</b>	<b>TOTAL \$ of BID</b>	<b>COMMENTS</b>
17-205-019-DN	Apple Inc. Computers, 3 <sup>rd</sup> Party Hardware, Software & Peripherals	DN	3 yrs.	T.I.S. Dept. Tom Lechner	Various	Various	Apple, Inc.	6,000,000.00	6,000,000.00 (estimate)	
17-060-025-EX	Motor Vehicle Parts: Truck & Bus OEM	EX	2 mos.	Vehicle Maintenance Dept. Brian Lowe	0100/5900		Sun State International Trucks LLC Mathews Bus Inc. Florida Transportation Systems, Inc. Tampa Truck Center, LLC	Unknown	325,000.00 (estimate)	<b>Rationale:</b> Current contract is being extended to allow review of current specifications and re-bid.
16-497-253	Landscaping Materials	LRB	1 yr.	County Wide Rodger Williams	Various	Various	American Park & Recreation, Co. Axley Brothers Saw Mill, Inc. I Mulch FL, Inc. Larry Larson's Topsoil, Inc. SiteOne Landscape Supply, LLC	Unknown	300,000.00 (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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17-070-036-PB	Drivers Education Vehicles	PB	1 yr.	County Wide High Schools Nick Grasso	0100/5640 0377/5640	2623/4129 3299/3378	Mears Motor Leasing	110,000.00	110,000.00 (estimate)	<b>Rationale:</b> Piggybacking School District of Hillsborough County bid #13014-DST.
17-962-038-RN	Request for Proposals: Commercial Carrier Service	RN	1 yr.	County Wide Ron Ciranna Nick Grasso	0100/5640 School Internal Funds	2610/6053	Annett Bus Lines Assured Transportation, Inc. Astro Skate Bus Service ESCOT Bus Lines EZ Bus Tours & Travel, First Class Coach dba Martz Group Motorcoach Class A Service Nemo Express Tours LLC. Olympus Limo, Inc. Recreation Express Rey Tours, Inc. Yellow Tail Bus Charters LLC.	Unknown	1,400,000.00 (estimate)	

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17-205-037-RN	Uninterruptable Power Supplies and Accessories; Eaton	RN	1 yr.	Telecommunications Dept. Dave Galvin	0377/5140	3299/3943	Insight Public Sector	300,000.00	300,000.00 (estimate)	
17-730-024-RN	Telephone Systems, Electronic Key	RN	1 yr.	County Wide Dave Galvin	Various	Various	Mitel Technologies, Inc.	100,000.00	100,000.00 (estimate)	
17-060-021-RN	Transmissions, Rebuilt	RN	1 yr.	Vehicle Maintenance Dept. Brian Lowe	0100/5900		Trans Diesel of Lakeland	75,000.00	75,000.00 (estimate)	
17-060-032-SC	Motor Vehicles- Police Vehicles	SC	N/A	Schools Police Dept. Sgt. Steve Field	0377/5420	9615/3378	Garber Ford	160,833.75	160,833.75	<b>Rationale:</b> Utilizing Florida State Contract #25100000-16-1
17-060-033-SC	Motor Vehicles- Ford Fusion and F-150s	SC	N/A	Facilities Design and Construction Dept. Bob Sprecher	0377/5930	9615/3378	Garber Ford	79,620.00	79,620.00	<b>Rationale:</b> Utilizing Florida State Contract #25100000-16-1

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17-961-040-SS	Sole Source Professional Development	SS	N/A	Elementary Education Dept. Shana Rafalski	0100/5510	1173	Learning Science International	106,900.00	106,900.00	<b><i>Rationale:</i></b> This vendor is the developer and provider of the LSI Standards Tracker core instruction application.
17-480-035-SS	Sole Source Curriculum Materials	SS	1 yr.	Title 1 Elementary Schools Isabella Torbert	0420/5330	E640	Curriculum Associates	100,452.03	100,452.03	<b><i>Rationale:</i></b> The vendor holds the copyrights and the distribution rights to these materials.
17-710-028-SS	Sole Source Auditory FM Receiver/Transmitter Equipment, Supplies & Maintenance Service	SS	N/A	Cross Bayou E/S Busara Pitts	0100/6690 0100/6640	9903/6083 2618/4452	Phonak LLC	81,109.39	81,109.39	<b><i>Rationale:</i></b> This vendor is the proprietary vendor for the equipment and services.

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17-205-023-SS	Sole Source Software	SS	1 yr.	High School Reading and Language Arts Dept. Beth Anderson	0100/5230	2150	Houghton Mifflin Harcourt	51,500.00	51,500.00	<b>Rationale:</b> The vendor holds the copyrights and the distribution rights to this software.

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**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: August 23, 2016**

**Bid No:** 17-205-019-DN

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

**Original Bid No:** N/A

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

**Agenda Item Categories:**

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

**Contract Period:** 09/01/16 thru 06/30/19     N/A - One Time Purchase

**Contract Value:** \$ 6,000,000.00

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

**Renewal Options:**

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

\* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

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

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

**Requested By:** Thomas Lechner    **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Assistant Superintendent, T.I.S. Department

**Recommended award by vendor as follows:**

**APPLE, INC.**

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



***APPLE INC, 3<sup>rd</sup> PARTY HARDWARE,  
SOFTWARE & PERIPHERALS***

**Direct Negotiated Agreement #17-205-019-DN**

## TERMS & CONDITIONS

(4-852-a.dot) Rev. 04/21/10

### Scope

The purpose and intent of this agreement is to purchase Products from Apple for School Board Of Pinellas County's (hereinafter referred to as "Customer") own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

### Contract Period

The Contract Period shall commence on September 1, 2016, and end June 30, 2019.

### Contract Value

This agreement is valued at approximately \$6,000,000 for the three-year contract period, excluding renewal options. This is only an estimate and the actual amount could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

### Custom Services

The Contractor will negotiate a fixed price Statement of Work (SOW) for all custom services required by the schools or district. SOW must be agreed to and signed prior to ordering the custom services."

### 1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Direct Customer Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than

## **TERMS & CONDITIONS**

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through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

### **2. Interpretation**

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

### **3. Terms and Conditions of Purchase**

#### **3.1 Ordering**

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

#### **3.3 Limited Billing Service Account**

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

#### **3.4 Prices and Orders**

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that

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Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

### **3.5 Delivery**

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

### **3.6 Payment**

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

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3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

### **3.7 Product Returns**

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

### **3.8 Support**

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

## **4. Confidentiality**

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

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### 5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

#### **5.2 Apple Limited Warranty**

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

#### **5.3 Disclaimer**

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

### 6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim

## **TERMS & CONDITIONS**

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is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

### **7. Limitation of Liability**

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

### **8. Ownership**

#### **8.1 Use of Name**

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

#### **8.2 Software**

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

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### **8.3 Restrictions**

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

### **9. Export Compliance**

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

### **10. Term and Termination**

#### **10.1 Term**

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until June 30, 2019 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either Party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term"

#### **10.2 Termination for Convenience**

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

#### **10.3 Termination for Cause**

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

#### **10.4 Effect of Notice of Termination**

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

#### **10.5 Survival**

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

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## **11. General Terms**

### **11.1 Governing Law**

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

### **11.2 Notice under the Agreement**

Notices under the Agreement may be given as follows:

**11.2.1** Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.  
U.S. Contracts Operations  
1 Infinite Loop, M/S 318-6OPS  
Cupertino CA 95014

**11.2.2** Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

### **11.3 Assignment by Apple**

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.

### **11.4 Modifications**

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

### **11.5 Entire Agreement**

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

### **11.6 No Reliance**

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

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### **11.7 Severability**

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

### **11.8 Waivers**

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

### **11.9 Force Majeure**

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

### **11.10 Headings and Construction**

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

### **11.11 Signature Authorization and Electronic Signature**

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature which shall be accepted in lieu of a handwritten signature with full force and effect.

### **11.12 Counterparts**

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

## **12 Authorized Purchasers**

(i) Authorized Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Indian reservation in the State that Purchaser is located. Products purchased shall be for each of the Authorized Purchasers own use in its facilities in the United States or in connection with educational purposes and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Authorized Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Authorized Purchasers acknowledge and agree to be bound by the terms and conditions of this Agreement and shall be deemed a Customer under the terms of the Agreement.

# COST PROPOSAL FORM

## APPLE, 3<sup>rd</sup> PARTY HARDWARE, SOFTWARE & PERIPHERALS

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

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

### No Cost Services:

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

The Apple K-12 Education Price list and the Online Apple store for Education in many cases represent a significant discount from the Apple MSRP price list. Apple agrees to maintain a quarterly price list to include Pinellas County's standard bundle configurations. This price list will be developed by the local Apple Education account team in conjunction with the district's purchasing department and the technology office at the start of every Apple fiscal quarter (January, April, July, September). The price list will be maintained with current products and part numbers to serve as a Pinellas County ONLY price list. Volume purchase discounts over and above the Apple K-12 Education price list can be negotiated on individual opportunities as they arise.

**SIGNATURE PAGE**

**APPLE INC.**

Company Name

**1 Infinite Loop**

Address

**Cupertino, CA 95014**

City, State, Postal Code

*Vanessa Boenig*

Authorized Signature

**Vanessa Boenig**

Bids & Direct Operations Contracts Manager

Typed Name/Title of Above

**(408) 974-0070**

Telephone

**(408) 974-4908**

Fax

**94-2404110**

F.E.I.N.

*8-1-2016*

Date

**SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

Customer

**301 Fourth Street S.W.**

Address

**Largo, FL 33770-3536**

City, State, Postal Code

Authorized Signature

Typed Name/Title of Above

**727-588-6143**

Telephone

**727-588-6129**

Fax

**59-6000799**

F.E.I.N.

Date

Approved as to Form

*David Koppert*

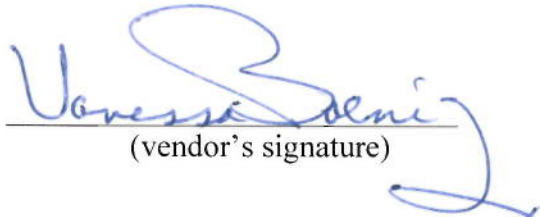
Office of the School Board Attorney

## DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

  
\_\_\_\_\_  
(vendor's signature)

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

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

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

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

Apple Inc.

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Organization Name

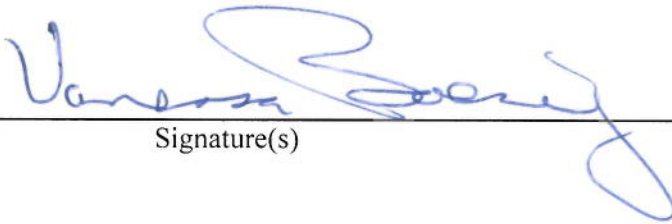
PR/Award Number or Project Name

**Vanessa Boenig**  
Bids & Direct Operations Contracts Manager

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

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Signature(s)



Date

Form AD-1048 (1/92)

## INSTRUCTIONS FOR CERTIFICATION

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

# Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# INSURANCE SPECIFICATIONS FOR CONTRACTORS

*(present this information to your insurance agent)*

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

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

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

## **I. GENERAL LIABILITY INSURANCE**

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

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

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

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

# INSURANCE SPECIFICATIONS FOR CONTRACTORS

*(present this information to your insurance agent)*

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b) **Products and Completed Operations**

c) **Personal & Advertising Injury Liability**

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

**For projects/contracts under \$500,000.00:**

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

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

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

## 2. ***AUTOMOTIVE LIABILITY INSURANCE***

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

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

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

## 3. ***WORKERS' COMPENSATION INSURANCE***

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

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

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

(insuranc.dot) mar 1/1/11 (Rev 04/11)

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-0600-025-EX

**Bid Title:** Motor Vehicle Parts: Truck & Bus OEM

**Original Bid No:** 14-060-220 & 14-060-299

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

**Agenda Item Categories:**

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

**Contract Period:** 8/23/16 thru 10/23/16                       N/A - One Time Purchase

**Contract Value:** \$ 325,000.00

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

<b>Renewal Options:</b>	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**

Current contract is being extended to allow review of current specifications and re-bid.

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

**Requested By:** Brian Lowe    **Buyer:** Jason O'Toole  
**Title:** Coordinator, Vehicle Maintenance Department

**Recommended award by vendor as follows: (see attached)**

Provide and deliver new O.E.M. motor and body parts for trucks and buses, at firm discounts, to all Pinellas County School District bus compounds on a prepaid freight and allowed basis. The District shall only incur freight charges in the case of District requested over-night delivery.

**FLORIDA TRANSPORTATION SYSTEMS, INC. (V-875)**

Category I – Blue Bird

Bid Pricing: Deduct 0% from the Net Price List for Florida School Districts.

**TAMPA TRUCK CENTER LLC (V-26529)**

Category II – Caterpillar

Bid Pricing: Add 10% to the Dealer Net Price

Category III – Cummins

Bid Pricing: Add 10% to the Dealer Net Price

**SUN STATE INTERNATIONAL TRUCKS, INC. (V-2162)**

Category IV – Navistar/International

Bid Pricing: Deduct 3% from the Fleet Net Price.

**MATTHEWS BUSES, INC. (V-26829)**

Category V – Thomas/Freightliner

Bid Pricing: Deduct 0% from the Fleet Net Price.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 16-497-253

**Bid Title:** Landscaping Materials

**Original Bid No:** N/A

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

**Agenda Item Categories:**

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

**Contract Period:** 08/23/16 thru 08/22/17  N/A - One Time Purchase

**Contract Value:** \$ 300,000.00

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

<b>Renewal Options:</b>	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: 33 Bids Received: 5 Late Bids: 0 Rejected Bids: 0  N/A - Bids Not Required

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

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

**Recommended award by vendor as follows: (see attached)**

**CATEGORY NO. 1: Asphalt Millings**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Asphalt Millings	Delivered	Ton	No Bid	Purchase from open market as needed.

**CATEGORY NO 2: Beach Sand**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Beach Sand, Clean ¼” strainer	Delivered	Cubic Yd.	No Bid	Purchase from open market as needed

**CATEGORY NO 3: Red Clay**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Clay, Red, Infield Mix	Delivered	Ton	No Bid	Purchase from open market as needed

**CATEGORY NO 4: Crushed Stone & Rock, #57**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Crushed Rock & Stone, #57	Delivered	Cubic Yd. 5 cubic yd. min.	57.00	LARRY LARSON’S TOP SOIL, INC.
Crushed Rock & Stone, #57	Picked-Up	Cubic Yd.	53.00	LARRY LARSON’S TOP SOIL, INC.

**CATEGORY NO 5: Cypress Mulch**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Cypress Mulch	Delivered	Cubic Yd. 5 cubic yd. min.	22.50	AXLEY BROTHERS SAW MILL, INC.
Cypress Mulch	Picked- Up	Cubic Yd.	16.00	AXLEY BROTHERS SAW MILL, INC.

**CATEGORY NO 6: Clean Fill Dirt**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Fill Dirt, Clean, ½” strainer	Delivered	Cubic Yd/ 5 cubic yd. min.	18.00	LARRY LARSON’S TOP SOIL, INC.
Fill Dirt, Clean, ½” strainer	Pick Up	Cubic Yd	15.00	LARRY LARSON’S TOP SOIL, INC.

**CATEGORY NO 7: Lime Rock**

Item	Description	Unit of Measure	Unit Price	Vendor
Lime Rock	Delivered	Cubic Yd	No Bid	Purchase from open market as needed

**CATEGORY NO. 8: Oyster Shell/Washed Road Base**

Item	Description	Unit of Measure	Unit Price	Vendor
Oyster Shell/Washed Road Base 1/2" – 1"	Delivered	Cubic Yd. 5 cubic yd. min.	51.00	LARRY LARSON'S TOP SOIL, INC.
Oyster Shell/Washed Road Base 1/2" – 1"	Pick-Up	Cubic Yd.	46.00	LARRY LARSON'S TOP SOIL, INC.
Oyster Shell/Washed Road Base 1 – 1 1/2"	Delivered	Cubic Yd. 5 cubic yd. min.	51.00	LARRY LARSON'S TOP SOIL, INC.
Oyster Shell/Washed Road Base 1" – 1 1/2"	Pick-Up	Cubic Yd.	46.00	LARRY LARSON'S TOP SOIL, INC.

**CATEGORY NO. 9: Masonry Sand**

Item	Description	Unit of Measure	Unit Price	Vendor
Masonry Sand	Delivered	Cubic Yd. 5 cubic yd. min.	30.00	LARRY LARSON'S TOP SOIL, INC.
Masonry Sand	Picked-Up	Cubic Yd.	27.00	LARRY LARSON'S TOP SOIL, INC.

**CATEGORY NO. 10: Top Soil**

Item	Description	Unit of Measure	Unit Price	Vendor
Top Soil	Delivered	Cubic Yd/ 5 yd min.	23.00	LARRY LARSON'S TOP SOIL, INC.
Top Soil	Pick Up	Cubic Yd	20.00	LARRY LARSON'S TOP SOIL, INC.

**CATEGORY NO. 11: Potting Soil**

Item	Description	Unit of Measure	Unit Price	Vendor
Potting Soil	Delivered	Cubic Yd/ 5 yd min.	25.00	LARRY LARSON'S TOP SOIL, INC.
Potting Soil	Pick Up	Cubic Yd	22.00	LARRY LARSON'S TOP SOIL, INC.

**CATEGORY NO. 12: Infield Conditioner**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Infield Conditioner, All Sport	Delivered	40 bags 1 pallet min.	7.96/bag	SITEONE LANDSCAPE SUPPLY, LLC
Infield Conditioner, Turface Pro League	Delivered	40 bags 1 pallet min.	8.34/bag	SITEONE LANDSCAPE SUPPLY, LLC
Infield Conditioner Game Saver	Delivered	40 bags 1 pallet min.	7.93/bag	SITEONE LANDSCAPE SUPPLY, LLC

**CATEGORY NO. 13: Infield Surface Material**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Infield Surface Material	Delivered	Ton	No Bid	Purchase from open market as needed

**CATEGORY NO. 14: Top Dressing Sand**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Top Dressing Sand, 90% clean sand, 10% Canadian Peat	Delivered	Ton	No Bid	Purchase from open market as needed

**CATEGORY NO. 15: Pine Bark Nuggets (Small)**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Pine Bark Nuggets (small)	Delivered	Cubic Yd. 100cubic yd. min.	19.66	SITEONE LANDSCAPE SUPPLY, LLC
Pine Bark Nuggets	Picked-Up	Cubic Yd.	21.41	SITEONE LANDSCAPE SUPPLY, LLC

**CATEGORY NO. 16: Wood Fiber Chips:**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Engineered Wood Fiber Chips, Playground Surfacing Materials	Delivered & Installed	Cubic Yd. 0 yd. min.	30.80	I MULCH FL, INC.

**CATEGORY NO. 16: Wood Fiber Mulch:**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Engineered Wood Fiber <u>Mulch</u> , Playground Surfacing Materials	Delivered	Cubic Yd. 45 cubic yd. min.	19.00	AMERICAN PARK & RECREATION CO.

**CATEGORY NO. 17: Pine Straw**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Pine Straw	Delivered	Bale 48 bale min.	4.27	SITEONE LANDSCAPE SUPPLY, LLC
Pine Straw	Picked-Up	Bale	4.10	SITEONE LANDSCAPE SUPPLY, LLC

**CATEGORY NO. 18: Red Cypress Mulch**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Red Cypress Mulch	Delivered	Cubic Yd.	No Bid	Purchase from open market as needed.

**CATEGORY NO. 19: Pine Bark Nuggets (Large)**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Vendor</b>
Pine Bark Nuggets (Large)	Delivered	Cubic Yd. 100cubic yd. min.	19.66	SITEONE LANDSCAPE SUPPLY, LLC
Pine Bark Nuggets	Picked-Up	Cubic Yd.	21.41	SITEONE LANDSCAPE SUPPLY, LLC

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: August 23, 2016**

**Bid No:** 17-070-036-PB

**Bid Title:** Drivers Education Vehicles

**Original Bid No:** 14-070-017-PB

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

**Agenda Item Categories:**

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

**Contract Period:** 07/17/16 thru 07/16/17

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**

Piggybacking School District of Hillsborough County bid #13014-DST

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

**Requested By:** Nick Grasso    **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Director, Physical Education, Athletics and Extra-Curricular Activities

**Recommended award by vendor as follows:**

**MEARS MOTOR LEASING V-24385**

Provide 24 midsize cars for the contract period stated at \$222.00 per month. 37 additional cars may be leased during the term of the contract for 2016 Summer Program at an adjusted rate month as funding becomes available. Additional funds are included for repairs and maintenance during the specified contract period.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-962-038-RN

**Bid Title:** Commercial Carrier Service

**Original Bid No:** 15-962-259-RFP

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

**Agenda Item Categories:**

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

**Contract Period:** 09/23/16 thru 09/22/17  N/A - One Time Purchase

**Contract Value:** \$ 1,400,000.00 (estimate)

**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 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:** County Wide  
**Title:** Director, Purchasing Department

**Requested By:** Ron Ciranna **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Director, Risk Management and Insurance

**Requested By:** Nick Grasso  
**Title:** Director, Physical Education, Athletics and Extra-curricular Activities

**Recommended award by vendor as follows: (see attached)**

**CATEGORY 1: IN COUNTY TRAVEL (PINELLAS COUNTY ONLY)**

<b>DESCRIPTION</b>	<b>Annett Bus Lines (V-4862)</b>	<b>Assured Transportation, Inc. (V-15207)</b>	<b>Astro Skate Bus Service (V-6436)</b>	<b>Escot Bus Lines (V-763)</b>	<b>Ez Bus Tours &amp; Travel (V-33650)</b>	<b>First Class Coach Co, Inc. Db Martz Group (V- 806)</b>
4 Hour Trip Flat Rate: 47/50 Passenger Bus	\$1,000.00 (48 Passenger Bus)	\$275.00	\$250.00	\$455.00	\$700.00	\$400.00
4 Hour Trip Flat Rate: 51/55 Passenger Bus	N/A	\$275.00	\$250.00	\$535.00	\$750.00	\$400.00
4 Hour Trip Flat Rate 56+ Passenger Bus	\$1,200.00 (56 Passenger Motor Coach)	\$275.00	\$250.00	\$535.00	\$800.00	\$400.00
5 Hour Trip Flat Rate: 47/50 Passenger Bus	\$1,000.00	\$295.00	\$280.00	\$535.00	\$800.00	\$479.00
5 Hour Trip Flat Rate: 51/55 Passenger Bus	N/A	\$295.00	\$280.00	\$625.00	\$850.00	\$479.00
5 Hour Trip Flat Rate: 56+ Passenger Bus	\$1,200.00	\$295.00	\$280.00	\$625.00	\$900.00	\$479.00
6 Hour Trip Flat Rate: 47/50 Passenger Bus	\$1,000.00	\$310.00	\$299.00	\$615.00	\$900.00	\$558.00
6 Hour Trip Flat Rate: 51/55 Passenger Bus	N/A	\$310.00	\$299.00	\$715.00	\$950.00	\$558.00
6 Hour Trip Flat Rate: 56+ Passenger Bus	\$1,200.00	\$310.00	\$299.00	\$715.00	\$1000.00	\$558.00
Cost per time increment to be added to, or deducted from the above rates for in-county trips which vary from the time durations listed above, per hour	\$ ** amounts above are minimums. The rate beyond the minimums for the above trips is \$85/ hour.	\$50.00 per Hour	\$35.00 per Hour	\$90.00 per Hour (Min Bus Charter is 4 Hours)	\$150.00 per Hour	\$79.00 per Hour for any Overtime Hours up to 14 Hours. (Deductions Would Not Apply)
Flat Cancellation Fee if Less Than 72 Hours	Full cost of charter.	\$50.00 per Bus	\$100.00	\$250.00 if trip was Cancelled less than 24 hrs, 1/3 for Less Than 24 Hrs. Full Price if Driver has Reported to Office.	\$150.00	50% of Charter Less Than 72hrs, 30 days prior \$100 per Bus, Onsite Full Cost of Charter

**CATEGORY 1: IN COUNTY TRAVEL ADDITIONAL PRICING**

DESCRIPTION	Annett Bus Lines (V-4862)	Assured Transportation, Inc. (V-15207)	Astro Skate Bus Service (V-6436)	Escot Bus Lines (V-763)	Ez Bus Tours & Travel (V-33650)	First Class Coach Co, Inc. Db Martz Group (V- 806)
	N/A	N/A	N/A	N/A	N/A	35 Pax 4hr Min \$374.00, \$60 per hr for each Hour Thereafter up to 14hrs.
						38 Pax 4hr Min \$394.00, \$60 per hr for each Hour Thereafter up to 14hrs.

**CATEGORY 1: IN COUNTY TRAVEL (PINELLAS COUNTY ONLY)**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
4 Hour Trip Flat Rate: 47/50 Passenger Bus	\$850.00	\$260.00 School Bus/ \$400.00 Charter Bus	\$469.00	N/A	N/A	\$270.00
4 Hour Trip Flat Rate: 51/55 Passenger Bus	\$850.00	\$260.00 School Bus/ \$400.00 Charter Bus	\$469.00	N/A	\$650.00	\$270.00
4 Hour Trip Flat Rate 56+ Passenger Bus	\$850.00	\$260.00 School Bus	\$469.00	\$265.00	N/A	\$270.00
5 Hour Trip Flat Rate: 47/50 Passenger Bus	\$850.00	\$325.00 School Bus/ \$450.00 Charter Bus	\$586.50	N/A	N/A	\$285.00
5 Hour Trip Flat Rate: 51/55 Passenger Bus	\$850.00	\$325.00 School Bus/ \$450.00 Charter Bus	\$586.50	N/A	\$650.00	\$285.00
5 Hour Trip Flat Rate: 56+ Passenger Bus	\$850.00	\$325.00 School Bus	\$586.50	\$275.00	N/A	\$285.00
6 Hour Trip Flat Rate: 47/50 Passenger Bus	\$850.00	\$360.00 School Bus/ \$532.00 Charter Bus	\$703.80	N/A	N/A	\$300.00
6 Hour Trip Flat Rate: 51/55 Passenger Bus	\$850.00	\$360.00 School Bus/ \$532.00 Charter Bus	\$703.80	N/A	\$750.00	\$300.00
6 Hour Trip Flat Rate: 56+ Passenger Bus	\$850.00	\$360.00 School Bus	\$703.80	\$300.00	N/A	\$300.00
Cost per time increment to be added to, or deducted from the above rates for in-county trips which vary from the time durations listed above, per hour	\$100.00 per Hour	\$32 per Half Hr School Bus/\$45 per Half Hr Charter Bus. \$65 per Hr School Bus/ \$88 per Hr Charter Bus	\$117.30	N/A	\$95.00 PER Hour on trips Exceeding the Number of Hours for a Given Trip.	\$40.00
Flat Cancellation Fee if Less Than 72 Hours	50% of Charter	\$125 per School Bus/ \$200 Charter Bus	\$100.00	N/A	\$200.00 per Bus	\$100.00

**CATEGORY 1: IN COUNTY TRAVEL ADDITIONAL PRICING**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
	N/A	N/A	24 Pax Bus – 4,5,6 Hrs \$103.50	N/A	N/A	N/A
			35 Pax Bus – 4,5,6 Hrs \$110.00			

**CATEGORY 2: LIMOUSINE PRICING FOR IN COUNTY TRAVEL (PINELLAS COUNTY ONLY)**

<b>DESCRIPTION</b>	<b>Annett Bus Lines (V-4862)</b>	<b>Assured Transportation, Inc. (V-15207)</b>	<b>Astro Skate Bus Service (V-6436)</b>	<b>Escot Bus Lines (V-763)</b>	<b>Ez Bus Tours &amp; Travel (V-33650)</b>	<b>First Class Coach Co, Inc. Dba Martz Group (V- 806)</b>
Limousine Make and Model	N/A	N/A	N/A	N/A	N/A	N/A
Passenger Capacity	N/A	N/A	N/A	N/A	N/A	N/A
Price per hour	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Hours	N/A	N/A	N/A	N/A	N/A	N/A

**CATEGORY 2: LIMOUSINE PRICING FOR IN COUNTY TRAVEL (PINELLAS COUNTY ONLY)**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
Limousine Make and Model	N/A	N/A	Lincoln Town Car	N/A	N/A	N/A
Passenger Capacity	N/A	N/A	8	N/A	N/A	N/A
Price per hour	N/A	N/A	\$99.00	N/A	N/A	N/A
Minimum Hours	N/A	N/A	Min 3 Hours	N/A	N/A	N/A
Limousine Make and Model			Mercedes Sprinter			
Passenger Capacity			12			
Price per hour			\$145.20			
Minimum Hours			Min 3 Hours			
Limousine Make and Model			Cadillac Escalade			
Passenger Capacity			14			
Price per hour			\$165.00			
Minimum Hours			Min 3 Hours			
Limousine Make and Model			Hummer H2			
Passenger Capacity			16			
Price per hour			\$165.00			
Minimum Hours			Min 3 Hours			
Flat Cancellation Fee if Less Than 72 Hours			\$100.00			

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Annett Bus Lines (V-4862)</b>	<b>Assured Transportation, Inc. (V-15207)</b>	<b>Astro Skate Bus Service (V-6436)</b>	<b>Escot Bus Lines (V-763)</b>	<b>Ez Bus Tours &amp; Travel (V-33650)</b>	<b>First Class Coach Co, Inc. Db Martz Group (V- 806)</b>
Per Hour 4 hour trip minimum: 38 Passenger Bus	N/A	N/A	\$250.00	\$485.00	N/A	\$394.00
Per Hour 4 hour trip minimum: 47/50 Passenger Bus	\$1,000 min for 4-10 hours, 110.00/hr (48 Passenger)	\$290.00 Flat Rate	\$250.00	\$535.00	\$200.00	\$400.00
Per Hour 4 hour trip minimum: 51/55 Passenger Bus	N/A	\$290.00 Flat Rate	\$250.00	\$625.00	\$225.00	\$400.00
Per Hour 4 hour trip minimum; 56+ Passenger Bus	\$1,200 min for 4-10 hours, 120.00/hr (56 Passenger)	\$290.00 Flat Rate	\$250.00	\$625.00	\$250.00	\$400.00
Per Hour (over 4 hours, less than 10 hours): 38 Passenger Bus	N/A	N/A	\$75.00	\$75.00	N/A	\$63.00
Per Hour (over 4 hours, less than 10 hours):47/50 Passenger Bus	\$1,000 min for 4-10 hours, 110.00/hr	\$50.00	\$75.00	\$80.00	\$175.00	\$79.00
Per Hour (over 4 hours, less than 10 hours):51/55 Passenger Bus	N/A	\$50.00	\$75.00	\$90.00	\$200.00	\$79.00
Per Hour (over 4 hours, less than 10 hours): 56+ Passenger Bus	\$1,200 min for 4-10 hours, 120.00/hr	\$50.00	\$75.00	\$90.00	\$225.00	\$79.00
Per Hour (over 10 hours, less than 15 hours):38 Passenger Bus	N/A	N/A	\$75.00	\$75.00	N/A	\$63.00
Per Hour (over 10 hours, less than 15 hours):47/50 Passenger Bus	\$1200 min for 4-10 hours, 110.00/hr	\$50.00	\$75.00	\$80.00	\$145.00	\$79.00
Per Hour (over 10 hours, less than 15 hours):51/55 Passenger Bus	N/A	\$50.00	\$75.00	\$90.00	\$165.00	\$79.00
Per Hour (over 10 hours, less than 15 hours):56+ Passenger Bus	\$1,400 min for 4-10 hours, 120.00/hr	\$50.00	\$75.00	\$90.00	\$185.00	\$79.00

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Annett Bus Lines (V-4862)</b>	<b>Assured Transportation, Inc. (V-15207)</b>	<b>Astro Skate Bus Service (V-6436)</b>	<b>Escot Bus Lines (V-763)</b>	<b>Ez Bus Tours &amp; Travel (V-33650)</b>	<b>First Class Coach Co, Inc. Db Martz Group (V- 806)</b>
Mileage Rate per Mile over 250 Miles	\$5.00	N/A	\$2.00	\$4.20	\$4.25	\$3.60
Daily Rate – Multiple Night Trips (2 Day) 38 Passenger Bus	N/A	N/A	N/A	\$1900.00 (up to 250 Miles Daily)	N/A	\$941.00
Daily Rate – Multiple Night Trips (2 Day) 47 Passenger Bus	\$1,000.00 (48 Passenger Bus)	N/A	N/A	\$2000.00 (up to 250 Miles Daily)	\$1300.00	\$980.00
Daily Rate - Multiple Night Trips (2 Day) 55 Passenger Bus	N/A	N/A	N/A	\$2200.00 (up to 250 Miles Daily)	\$1400.00	\$980.00
Daily Rate: Multiple Night Trips (2 Day) 56+ Passenger Bus	\$12000.00 (56 Passenger Bus)	N/A	N/A	\$2200.00 (up to 250 Miles Daily)	\$1500.00	\$980.00
Daily Rate – Multiple Night Trips (3 Day) 38 Passenger Bus	N/A	N/A	N/A	\$2850.00 (up to 250 Miles Daily)	N/A	\$941.00
Daily Rate – Multiple Night Trips (3 Day) 47 Passenger Bus	\$1,000.00 (48 Passenger Bus)	N/A	N/A	\$3000.00 (up to 250 Miles Daily)	\$1200.00	\$980.00
Daily Rate - Multiple Night Trips (3 Day) 55 Passenger Bus	N/A	N/A	N/A	\$3300.00 (up to 250 Miles Daily)	\$1300.00	\$980.00
Daily Rate: Multiple Night Trips (3 Day) 56+ Passenger Bus	\$1,200.00 (56 Passenger Bus)	N/A	N/A	\$3300.00 (up to 250 Miles Daily)	\$1400.00	\$980.00
Relief Driver	\$900.00	N/A	N/A	850 Miles or less \$1000.00, 851 Miles to 1200 Miles \$2000.00	\$700.00	\$400 In State FL. \$700 Out of State FL

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Annett Bus Lines (V-4862)</b>	<b>Assured Transportation, Inc. (V-15207)</b>	<b>Astro Skate Bus Service (V-6436)</b>	<b>Escot Bus Lines (V-763)</b>	<b>Ez Bus Tours &amp; Travel (V-33650)</b>	<b>First Class Coach Co, Inc. Db Martz Group (V- 806)</b>
Parking Fees:						
Disney Parks	\$22.00	\$22.00	\$20.00	\$23.00	\$25.00	\$20.00
Universal Parks	\$22.00	\$22.00	\$20.00	\$23.00	\$0.00	\$20.00
Busch Gardens/Sea World	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00
Strawberry Festival	\$0.00	\$15.00	\$20.00	\$20.00	\$0.00	\$20.00
MOSI	\$0.00	\$0.00	N/A	\$5.00	\$0.00	\$20.00 No Charge if No Parking Fee.
Premium Flat Rate Grad Night:	\$3,000	\$800.00	\$950.00	\$2250.00	\$2900.00	\$2200.00
Flat Cancellation Fee if Less Than 72 Hours	Full cost of charter	\$50.00 per Bus	\$100.00	\$250.00 if trip was Cancelled less than 24 hrs, 1/3 for Less Than 24 Hrs. Full Price if Driver has Reported to Office.	\$300.00	50% of Charter Less Than 72hrs, 30 days prior \$100 per Bus, Onsite Full Cost of Charter

**CATEGORY 3: OUT OF COUNTY TRAVEL ADDITIONAL PRICING**

DESCRIPTION	Annett Bus Lines (V-4862)	Assured Transportation, Inc. (V-15207)	Astro Skate Bus Service (V-6436)	Escot Bus Lines (V-763)	Ez Bus Tours & Travel (V-33650)	First Class Coach Co, Inc. Db Martz Group (V- 806)
	N/A	N/A	N/A	Kissimmee 9hr Min	N/A	35 Pax 4hr Min \$374, \$60 per hr for each Hour Thereafter up to 14hrs.
				Orlando 10hr Min		38 Pax 4hr Min \$394, \$60 per hr for each Hour Thereafter up to 14hrs.
				Gainesville 13hr Min		
				Kennedy Space Ctr 13hr Min		
				Ft. Meyers 12hr Min		
				Jacksonville Day Trip \$2100.00		
				Miami 2 day Trip \$2575.00		
				St. Augustine Day Trip \$1950.00		
				Tallahassee day Trip or 2 day Trip \$2650.00		
				Big Pine key Min Charge (3 Days or Less) \$3780.00		
				One Way Transfers (Each Way): Orlando 47 Pax=\$770.00/56 Pax = \$880.00. Daytona 47 Pax = \$1070.00/56 Pax=\$1180.00. Tampa 47 Pax = \$400.00/56 Pax = \$465.00.		

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
Per Hour 4 hour trip minimum: 38 Passenger Bus	\$850.00	\$68.75 School Bus/ \$106.25 Charter Bus	\$117.30	N/A	N/A	\$300.00
Per Hour 4 hour trip minimum: 47/50 Passenger Bus	\$850.00	\$68.75 School Bus/ \$106.25 Charter Bus	\$117.30	N/A	N/A	\$300.00
Per Hour 4 hour trip minimum: 51/55 Passenger Bus	\$850.00	\$68.75 School Bus/ \$106.25 Charter Bus	\$117.30	N/A	Call for Quote per Itinerary	\$300.00
Per Hour 4 hour trip minimum; 56+ Passenger Bus	\$850.00	\$68.75 School Bus/	\$117.30	\$275.00	N/A	\$300.00
Per Hour (over 4 hours, less than 10 hours): 38 Passenger Bus	\$850.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$117.30	N/A	N/A	\$40.00
Per Hour (over 4 hours, less than 10 hours):47/50 Passenger Bus	\$850.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$117.30	N/A	N/A	\$40.00
Per Hour (over 4 hours, less than 10 hours):51/55 Passenger Bus	\$850.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$117.30	N/A	Call for Quote per Itinerary	\$40.00
Per Hour (over 4 hours, less than 10 hours): 56+ Passenger Bus	\$850.00	\$68.00 School Bus/	\$117.30	\$25.00	N/A	\$40.00
Per Hour (over 10 hours, less than 15 hours):38 Passenger Bus	\$1150.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$110.00	N/A	N/A	\$50.00
Per Hour (over 10 hours, less than 15 hours):47/50 Passenger Bus	\$1150.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$110.00	N/A	N/A	\$50.00
Per Hour (over 10 hours, less than 15 hours):51/55 Passenger Bus	\$1150.00	\$68.00 School Bus/ \$90.00 Charter Bus	\$110.00	N/A	Call for Quote per Itinerary	\$50.00
Per Hour (over 10 hours, less than 15 hours):56+ Passenger Bus	\$1150.00	\$68.00 School Bus/	\$110.00	\$30.00	N/A	\$50.00

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
Mileage Rate per Mile over 250 Miles	\$3.75	N/A	\$0.00	N/A	Call for Quote per Itinerary	N/A
Daily Rate – Multiple Night Trips (2 Day) 38 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	N/A	N/A
Daily Rate – Multiple Night Trips (2 Day) 47 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	N/A	N/A
Daily Rate - Multiple Night Trips (2 Day) 55 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	Call for Quote per Itinerary	N/A
Daily Rate: Multiple Night Trips (2 Day) 56+ Passenger Bus	\$1350.00	\$700.00 School Bus	\$1000.00	N/A	N/A	N/A
Daily Rate – Multiple Night Trips (3 Day) 38 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	N/A	N/A
Daily Rate – Multiple Night Trips (3 Day) 47 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	N/A	N/A
Daily Rate - Multiple Night Trips (3 Day) 55 Passenger Bus	\$1350.00	\$700.00 School Bus/ \$95.00 - \$1400.00 Charter Bus	\$1000.00	N/A	Call for Quote per Itinerary	N/A
Daily Rate: Multiple Night Trips (3 Day) 56+ Passenger Bus	\$1350.00	\$700.00 School Bus	\$1000.00	N/A	N/A	N/A
Relief Driver	\$1350.00 per Day	N/A	\$250.00	N/A	N/A	N/A

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
Parking Fees:						
Disney Parks	Current Rate	\$20.00	\$50.00	N/A	Current Rate	N/A
Universal Parks	Current Rate	\$20.00	\$50.00	N/A	Current Rate	N/A
Busch Gardens/Sea World	Current Rate	\$20.00	\$0.00	N/A	Current Rate	N/A
Strawberry Festival	Current Rate	\$10.00	\$0.00	N/A	Current Rate	N/A
MOSI	Current Rate	\$0.00	\$0.00	N/A	Current Rate	N/A
Premium Flat Rate Grad Night:	\$1950.00	\$70.00 School Bus/ \$1400.00 Charter Bus	\$1800.00	\$650.00	\$2100.00 per Bus	N/A
Flat Cancellation Fee if Less Than 72 Hours	50% of Charter	\$125.00 School Bus/ \$200.00 Charter Bus	\$100.00	\$50.00	\$200.00 per Bus	\$100.00

**CATEGORY 3: OUT OF COUNTY TRAVEL ADDITIONAL PRICING**

<b>DESCRIPTION</b>	<b>Motorcoach Class A Transportation (V-33647)</b>	<b>Nemo Express Tours, LLC (V-32733)</b>	<b>Olympus Limo (V-29046)</b>	<b>Recreation Express (V-28833)</b>	<b>Rey Tours Inc. (V-33646)</b>	<b>Yellow Tail Bus Charters (V-32699)</b>
	N/A	N/A	N/A	N/A	N/A	N/A

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-205-037-RN

**Bid Title:** Uninterruptable Power Supplies and Accessories; Eaton

**Original Bid No:** 15-205-150

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:** 09/10/16 thru 09/09/17    N/A - One Time Purchase

**Contract Value:** \$ 300,000.00 (estimate)

**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*

This contract is E-rate eligible, a Form 470 and 471 was filed with USAC to obtain E-rate Funding for a savings of \$216,000.00 resulting in a net cost to the District of \$84,000.00.

*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:** Telecommunications Dept.  
**Title:** Director, Purchasing Department

**Requested By:** Dave Galvin   **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Director, Networking and Telecommunications

**Recommended award by vendor as follows: (see attached)**

**INSIGHT PUBLIC SECTOR V-19968:**

<b>Section A: Uninterruptable Power Supplies And Accessories</b>			
<b>ITEM</b>	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>COST</b>
1	Eaton	5P750	212.17
2	Eaton	5P1000	299.61
3	Eaton	5PX1500RTN	695.21
4	Eaton	5PX2200RTN	1,054.82
5	Eaton	5PX3000RTN	1,200.12
6	Eaton	5PXEBM48RT	346.32
7	Eaton	NETWORK-MS	155.45
8	Eaton	OPCABEL-AS400	55.75
9	Eaton	103007018-5591	46.72

<b>Section B: Balance Of Line Discount</b>			
1	Eaton	Full Line Discount	12%

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-730-024-RN

**Bid Title:** Telephone Systems, Electronic Key

**Original Bid No:** 14-730-055

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:** 07/01/16 thru 06/30/17  N/A - One Time Purchase

**Contract Value:** \$ 100,000.00

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
3	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:** County Wide  
**Title:** Director, Purchasing Department

**Requested By:** Dave Galvin **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Director, Network and Telecommunications

**Recommended award by vendor as follows: (see attached)**

**MITEL TECHNOLOGIES, INC. V-26984**

Provide and install electronic key telephone systems throughout the district for the contract period stated above per bid specifications.

<b>SECTION 1</b>		<b>HOURLY RATES</b>
1.	Base Hourly Rate	\$99.00
2.	Over Time Rate	148.50
3.	Percent Discount for NEW Unlisted Materials	36%
4.	Refurbished/New condition + percentage	35%

<b>MITEL 5000 PHONE SYSTEM SECTION 2</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>NEW</b>	<b>REFURBISHED</b>
50006500	2GB Compact Flash Mitel 5000 NA Storage and software compact Flash OS	\$120.00	\$31.59
52002685	Mitel 5000 Digital Base Kit HX no CF Digital base KIT (HX chassis, HX processor Board , includes 48 digital licenses and 1 DDM 16 the HX chassis has 4 loop start ports , 4 analog ports and 4 port voice mail	1,792.00	n/a
52002686	Mitel 5000 IP Base Kit HX no CF	1,792.00	n/a
580.2020	MT5000 Processor Expansion Card (PEC-1)	768.00	624.00
580.2304	MT5000 Loop Start Mdl (LSM-4) for CS/HX4 port Loop Start module for HX5000 chassis only	249.60	202.80
50006488	MT5000 HX to DEI Cable 16in Cable to connect Main HX chassis to DEI chassis	32.00	n/a
580.1001	MT5000 Digital Exp Interface (DEI) Additional chassis for digital or analog modules	576.00	468.00
580.2200	MT5000 Digital Endpoint Module (DEM-16) 16 port digital Module for DEI chassis only	384.00	312.00
813.1814	MT5000 CABLE DEM-16 RJ45 TO AMP 50P 15FT Custom cable for DEM 16 module	56.10	n/a
50006552	MT5000 CBL DDM-16 3M TO AMP 50P 3METR Custom cable for the DDM 16 module	64.00	n/a
11754-719	Extra-capacity flush mounted Wall Bracket	205.26	n/a
580.2702	MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX Dual T1 card for HX 5000 module to replace LSM 4 Modules	64.00	520.00
50005663	16PK 5302/5304 WM KIT	62.00	n/a
580.1003	MT5000 HX Controller Chassis	640.00	520.00
580.1003EW60	EXT Warranty TEN Assembly HX Controller	48.00	n/a
580.3000	MT5000 HX Processor Mdl (HPM), HX 5000 processor Board.	640.00	520.00
580.3000EW60	EW60 EXT WTY MT5000 HX PROC MDL (HPM)	48.00	n/a
54005233	STD SWAS 5000 CP BASE	256.00	n/a

<b>AXXESS PHONE SYSTEM SECTION 3</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>NEW</b>	<b>REFURBISHED</b>
550.1300	KSU Chasis	n/a	\$364.00
550.1300	KSU Expansion Chassis	n/a	364.00
813.1576	KSU Expansion Cable	n/a	20.00
928.6602	KSU Bracket Mount Kit	n/a	40.77
550.0131	Power Supply Unit	n/a	503.36
550.2030	Call Processing Card	n/a	898.56
840.0091	CPC 256 License	n/a	1,600.00
550.2300	LSC Card	n/a	254.80
550.2301	LSC-D CARD	n/a	166.40
780.9025	Enterprise messaging 8-port System	n/a	5,850.00
550.2255	DKSC-16 Card+	n/a	586.56
550.2730	T1/E1/PRI Card	n/a	582.40
550.2740/827.8877	T1/E1/PRI Card include PRI Security PAL	n/a	2,075.20
5550.5040	EVMC (Electronic Voice Mail Card)	n/a	1,565.20
550.5011	EVMC 4 Port Expansion	n/a	1,920.00
827.9150	EVMC 200 Mailbox PAL	n/a	2,400.00
550.0116	Single Line Card Axxess Quad Power Supply	n/a	156.00
550.2116	Single Line Card -16SLC16	n/a	1,202.50
550.0114	Single Line Card -16 Single Power Supply	n/a	60.32
550.2101	SLC Card	n/a	582.40
550.5258.1	Call Processing server with ATM-copper	n/a	1,933.75
834.2566	DSP PAL Chip	n/a	100.48
550.9036/550.9025	512 Master /Slave CPU replaces CPC	n/a	7,508.80
813.1636	KSU Expansion Cable Extended Length	n/a	107.24
780.9026	Enterprise messaging 12-port System Includes OPC card 550.2600	n/a	7,410.00
780.9027	Enterprise messaging 16-port System w/OPC Includes OPC card 550.2600	n/a	8,970.00
550.2600	Options Card	n/a	218.40
813.1586	AIC to OPC cable	n/a	n/a
5550.5040/8-200	EVMC (8 port Electronic Voice Mail Card) Includes 827.9150 200 Mail box key	n/a	5,907.40
	Software Up Grade V9.x to current	2,000.00	2,000.00

<b>ATM SECTION 4</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>NEW</b>	<b>REFURBISHED</b>
550.5258.1	Call Processing server with ATM-copper	n/a	\$4,076.80
813.1638	Fiber Optic Connection	100.00	n/a

<b>KEYSETS SECTION 5</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>NEW</b>	<b>REFURBISHED</b>
520.4300	Basic Keypad	n/a	\$128.13
550.4500	Executive Display Telephone	n/a	187.20
550.4400	Standard Display Telephone	n/a	133.12
550.8560	Executive Endpoint (New Style)	n/a	176.80
550.8520	Standard Endpoint (New Style)	n/a	122.72
550.8662E	Executive IP Phone	n/a	130.00
550.3015	Access Modern Data Port Module	n/a	93.60
50006476	5330E IP PHONE	244.90	226.20
50006478	5340E IP PHONE	306.90	278.20
51011571	5304 IP PHONE	102.30	85.80
50006476EW60	EXT WTY 5330E IP PHONE	31.00	n/a
50006478EW60	EXT WTY 5340E IP PHONE	38.00	n/a
51011571EW60	EXT WTY 5304 IP PHONE	12.00	n/a

<b>SINGLE PRICED ITEMS SECTION 6</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>ACCESSORIES:</b>		
	25' AMP tails	\$15.14
	50' AMP tails	32.80
	25 pair feeder cable, CAT3 PVC; price per foot.	1.46
	25 pair feeder cable, CAT3 Plenum; price per foot.	0.58
	25 pair feeder cable, CAT5e PVC; price per foot.	1.68
	25 pair feeder cable, CAT5e Plenum; price per foot.	2.33
	50 pair feeder cable, CAT3 PVC; price per foot.	1.48
	50 pair feeder cable, CAT3 Plenum; price per foot.	6.75
	100 pair feeder cable, CAT3 PVC; price per foot.	3.65
	100 pair feeder cable, CAT3 PVC; price per foot.	3.65
	Station cable, CAT5e PVC; price per foot.	0.23
	Station cable, CAT5e Plenum; price per foot.	0.23
	Cat 3 cable; price per foot	0.23
	Cat 5e cable; price per foot	0.23
	24 port Cat5e patch panel 568-B	93.86
	48 port Cat5e patch panel 568-B	184.97
	3' Patch Cord Cat5e (Orange numbered both ends)	1.54
	5' Patch Cord Cat5e (Orange numbered both ends)	2.11
	7' Patch Cord Cat5e (Orange numbered both ends)	2.66
	Horizontal Wire Management 2ru	41.04
	Horizontal Wire Management 1ru	27.86
	Standard 19" 2 post rack Aluminum mill finish	197.12
	Standard heavy duty rack shelf	206.08

<b>SINGLE PRICED ITEMS SECTION 6</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>LICENSES:</b>		
840.0039	Agent Help Feature	\$112.00
840.0041	Automatic Call distribution	112.00
840.0048	Remote Automatic Call Distribution Feature	224.00
840.0050	System OAI Events Feature	336.00
840.0051	System OAI Third Party Call Control Feature	336.00
840.0018	Network License for 512 CPS	2,800.00
840.0019	Network License for ATM	3,200.00
840.0117	16 Port Networking License	1,440.00
840.0118	32 Port Networking License	1,760.00
52002652	Mitel 5000 PS-1 W/LIC KEY	3,840.00
840.0416	MT5000 Lic IP Phone Category D	89.60
840.0417	MT5000 Lic Digital Phone Category E	44.80
840.0418	MT5000 Lic IP Phone Category F	64.00
840.0460	MT5000 Lic UVM 4 ports	640.00
840.0819	MT5000 Lic File Based Music Source	96.00
8400844	MT5000 Lic Dyn Ext Expr System	320.00
54005359	MT5000 Lic Meet-Me Conf	320.00
840.0224	MT5000 Lic IP Networking	1,280.00
840.0226	MT5000 Lic IP Phone Category A	96.00
840.0228	MT5000 Lic Agent Help	89.60
840.0229	MT5000 Lic Analog VM HG	89.60
840.0230	MT5000 Lic Automatic Call Distribution	89.60
840.0232	MT5000 Lic V-Mail Private Networking	179.20
840.0233	MT5000 Lic Remote ACD	179.20
840.0234	MT5000 Lic IP Gateway Trunk	80.00
840.0319	MT5000 Lic Desktop Interface	179.20
840.0320	MT5000 Lic System OAI Events	268.80
840.0321	MT5000 Lic System OAI 3rd Pty Call Ctrl	268.80
840.0415	MT5000 Lic IP Phone Category C	32.00
840.0759	MT5000 Lic Enable 2nd port on T1M-2	640.00
840.0819	MT5000 Lic File Based Music Source	96.00
840.0833	MT5000 Lic SIP Trunk	80.00
840.0844	MT5000 Lic Dyn Ext Expr System	320.00

<b>SINGLE PRICED ITEMS SECTION 6</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Call Center Reporting, Computer Technology Integration:</b>		
550.6264	Agent Call Center Solution	n/a
550.6106	Reporter Pro Additional Reporter License	n/a
550.6109	Intelligent Router	n/a
550.6107	Real-Viewer – Single License	n/a
550.6189	Auto Reporter for dist of Call Center Reports	n/a
828.1514	CT Gateway Software Multi-App	n/a
550.6201	Multi-node Awareness Module	n/a
550.5310	Information Control Center Single Node	n/a
550.5312	Information Control Center Multi Node	n/a

<b>SINGLE PRICED ITEMS SECTION 6</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>MISCELLANEOUS PRODUCTS &amp; EQUIPMENT:</b>		
904.9833	Area of Rescue Call Box	\$858.10
902.0867	Area of Rescue Strobe Light	146.40
900.2151	RJ31X	3.87
900.1500	The Stick Multiline sharing device	115.29

<b>SINGLE PRICED ITEMS SECTION 6</b>		
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>Software Upgrades:</b>		
	V8.x to current	\$2,000.00
	V9.X to current	2,000.00
	V10.X to current	1,000.00
840.0055	CPU 128 to 256 License Upgrade	1,600.00
	5000 Upgrade – each version	256.00

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-060-021-RN

**Bid Title:** Transmissions, Rebuilt

**Original Bid No:** 16-060-002

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:** 09/13/16 thru 09/12/17  N/A - One Time Purchase

**Contract Value:** \$ 75,000.00

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input 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:** Vehicle Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** Brian Lowe **Buyer:** Jason O'Toole  
**Title:** Supervisor, Vehicle Maintenance Department

**Recommended award by vendor as follows: (see attached)**

Provide and deliver rebuilt Allison® Transmissions as needed, as an **Allison® authorized** warranty repair facility, per bid specifications.

**TRANSDIESEL OF LAKELAND (V-24411)**

**Transmissions with (New) Genuine Allison® Torque Converters**

<b>ALLISON® PART NUMBER</b>	<b>TERMS ITEM NUMBER</b>	<b>UNIT PRICE</b>
<b>545 23043084</b>	06020203	\$525.00
<b>545 29514623</b>	06020206	\$995.00
<b>545 E004647</b>	06020204	\$1,325.00
<b>E001182</b>	06020197	\$1,325.00
<b>2000 series E004496</b>	06020201	\$2,250.00
<b>2500 series E010501</b>	06097092	\$2,350.00
<b>2500 PTS series</b>	06097093	\$2,350.00
<b>3000 PTS series</b>	06097094	\$745.00

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-060-032-SC

**Bid Title:** Motor Vehicles – Police Vehicles

**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:** \$ 160,833.75

**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**

These vehicles are being purchased for Pinellas County School's Police Department utilizing State of Florida motor vehicles contract #25100000-16-1.

Reason for Submittal to Board Under Separate Cover:

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

**Submitted By:** Linda M. Balcombe, CPPO, CPPB **For:** Pinellas County Schools Police Department

**Title:** Director, Purchasing Department

**Requested By:** Richard Stelljes **Buyer:** Jason O'Toole

**Title:** Chief of Schools Police

**Recommended award by vendor as follows: (see attached)**

**GARBER FORD (V-20006)**

UNSPSC Commodity Code	Vehicle Group	Line No.	Sub Group		
25101702	Group 1: Police Vehicles	18	Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]		
Representative Model Description			Base Vehicle Price		OEM Options Discount %
2016 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)			\$25,596.00		5.00%
Manufacturer's OEM Option Code(s)	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
500A	POLICE PREFERRED PACKAGE	INC			
99R	3.7L TI-VCT FLEX FUEL V6 ENGINE	INC			
44C	6-SPEED AUTOMATIC TRANSMISSION	INC			
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE	INC			
9W	CLOTH FRONT BUCKETS/REAR VINYL BENCH	INC			
68G	REAR DOOR HANDLES INOP/LOCKS INOP	\$35.00	5.00%	\$1.75	\$33.25
51Y	DRIVER'S SPOTLAMP	\$215.00	5.00%	\$10.75	\$204.25
86P	FRONT HEADLAMP HOUSING ONLY	\$125.00	5.00%	\$6.25	\$118.75
86T	FRONT TAILLIGHT HOUSING ONLY	\$60.00	5.00%	\$3.00	\$57.00
595	REMOTE KEYLESS ENTRY	\$260.00	5.00%	\$13.00	\$247.00
17A	AUX AIR CONDITIONING	\$610.00	5.00%	\$30.50	\$579.50
	BACK UP CAMERA IS STANDARD				
<b>TOTAL COST: OEM OPTIONS (PER VEHICLE ORDERED)</b>					<b>\$1,239.75</b>
<b>SUB-TOTAL (PER VEHICLE)</b>					<b>\$26,835.75</b>
Non-Identified Aftermarket Options	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
3K	ONE ADDITIONAL KEY ONLY	\$18.00			\$18.00
WLBP	WHELEN LIBERTY II LIGHTBAR W/CONTROLLER/SIREN				
	SPEAKER INSTALLED				
	VERTEX SUPER LEDS IN FOUR CORNERS	\$396.00			\$396.00
	WHELEN MICRONS IN GRILL	\$345.00			\$345.00
D8	DOMINATOR IN REAR WINDOW	\$648.00			\$648.00

Non-Identified Aftermarket Options	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
7170-0166	GAMJOHNSON CONSOLE W/CUPHDR/ARMREST	\$850.00			\$850.00
7160-0220	COMPUTER MOUNT	\$305.00			\$305.00
10S	SETINA PRISONER PARTITION	\$768.00			\$768.00
	OEM REPLACEMENT SEAT	\$995.00			\$995.00
12VS	REAR PRISONER PARTITION: INCLUDED				
WK05141TU12	VERTICAL STEEL WINDOW BARS INSTALLED	\$249.00			\$249.00
WPLN4208C	MOTOROLA IMPRESS RADIO BATTERY CHARGER	\$459.00			\$459.00
7160-0250	UNIVERSAL LAPTOP CRADLE	\$298.00			\$298.00
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS (PER VEHICLE ORDERED)					\$5,331.00
<b>GRAND TOTAL PER REPRESENTATIVE MODEL ORDERED</b>					<b>\$32,166.75</b>

VEHICLE BEING PURCHASED	QUANTITY	PRICE EACH	TOTAL PRICE
2016 Ford Utility Police Interceptor AWD 4dr	5	\$32,166.75	\$160,833.75
<b>GRAND TOTAL OF PURCHASE</b>			<b>\$160,833.75</b>

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid No:** 17-060-033-SC

**Bid Title:** Motor Vehicles - Ford Fusion and F-150s

**Original Bid No:** N/A

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

**Agenda Item Categories:**

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

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

**Contract Value:** \$ 79,620.00

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

<b>Renewal Options:</b>	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 Florida State Contract #25100000-16-1.

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

**Submitted By:** Linda M. Balcombe, CPPO, CPPB    **For:** Facilities, Design and Construction Dept.

**Title:** Director, Purchasing Department

**Requested By:** Bob Sprecher    **Buyer:** Jason O'Toole

**Title:** Production Control Analyst, FD&C

**Recommended award by vendor as follows: (see attached)**

**GARBER FORD (V-20006)**

UNSPSC Commodity Code	Vehicle Group	Line No.	Sub Group		
25101507	Group 4: light Trucks or Sport Utility Vehicles; Sub-Group C-D Trucks under One Ton	29	Sub-Group C: Truck, Under One Ton, Pickup, 2WD		
Representative Model Description			Base Vehicle Price	OEM Options Discount %	
<b>2016 Ford F-150 2WD Regular Cab 122.5" XL (F1C)</b>			\$18,838.00	0.00%	
Manufacturer's OEM Option Code(s)	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
100A	EQUIPMENT GROUP 100A BASE	INC			
998	ENGINE: 3.5L V6 TI-VCT FFV	INC			
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC	INC			
X19	3.55 AXLE RATIO	INC			
YZ	OXFORD WHITE	INC			
AG/CG	EARTH GRAY 40/20/40 FRONT SEAT, CLOTH	INC			
85A	XL POWER EQUIPMENT GROUP- inc: Power glass sideview mirrors w/ black skull caps, manual-folding, Power door locks, flip key and integrated key transmitter keyless entry (includes autolock), Illuminated entry, Power Front Windows, Perimeter alarm, Power tailgate lock, MyKey owner controls feature.	\$970.00	0.00%		\$970.00
153	FRONT LICENSE PLATE BRACKET	N/C			
TOTAL COST: OEM OPTIONS					\$970.00
SUB-TOTAL					\$19,808.00
Non-Identified Aftermarket Options	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
UC2166	UnderCover SE Tonneau Cover (Heavy Duty Black ABS)	\$996.00			\$996.00
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS					\$996.00
GRAND TOTAL PER REPRESENTATIVE MODEL					\$20,804.00

UNSPSC Commodity Code	Vehicle Group	Line No.	Sub Group		
25101503	Group 2: Automobiles or Cars	35	Sub-Group A: AUTOMOBILE		
Representative Model Description			Base Vehicle Price		OEM Options Discount %
<b>2017 Ford Fusion 4dr Sedan S FWD (P0G)</b>			\$17,208.00		4.00%
Manufacturer's OEM Option Code(s)	Description	MSRP	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	<b>*Carryover Pricing: 2017 Model at 2016 Contract Price</b>				
100A	EQUIPMENT GROUP 100A	INC			
997	ENGINE: 2.5L IVCT	INC			
44W	TRANSMISSION: 6 SPEED AUTOMATIC	INC			
YZ	OXFORD WHITE	INC			
DE	MEDIUM LIGHT STONE, CLOTH FRONT BUCKET SEATS	INC			
153	FRONT LICENSE PLATE BRACKET	INC			
T&D	TEMPORARY TAG & DELIVERY	INC			
TOTAL COST: OEM OPTIONS					\$0.00
VEHICLE TOTAL					\$17,208.00

VEHICLE BEING PURCHASED	QUANTITY	PRICE EACH	TOTAL PRICE
2016 Ford F-150	3	\$20,804.00	\$62,412.00
2017 Ford Fusion S	1	\$17,208.00	\$17,208.00
<b>GRAND TOTAL OF PURCHASE</b>			<b>\$79,620.00</b>

**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE**

School Board of Pinellas County, Florida

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School Board Meeting of: **August 23, 2016**

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**Bid File No:** 17-961-040-SS

**Bid File Title:** Sole Source Professional Development

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

**Contract Value:** \$ 106,900.00

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

**\* Rationale/Reason**

This vendor is the developer and provider of the LSI Standards Tracker core instruction application.

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

**Title:** Director, Purchasing Department

**Requested By:** Shana Rafalski **Buyer:** Linda Balcombe

**Title:** Executive Director, Elementary Education

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**Recommended award by vendor as follows: (see attached)**

## **LEARNING SCIENCES INTERNATIONAL**

Pinellas County Schools will identify 10 pilot schools, and 10 teachers from each pilot school, to participate in the LSI Standards Tracker application.

Teacher Support: \$45,000.00

For the 100 participating teachers, two cohorts will be established with half of the teachers in Cohort A and the other half in Cohort B. This will minimize the disruption to the schools' daily schedule and the need for substitutes.

1. Monitoring for Learning, 1 day for each cohort, 2 days total.
2. Tracking to Close the Gap, 1 day for each cohort, 2 days total.
3. LSI Standards Tracker technology for each of the 10 pilot schools.

Tracking Team Support: \$28,900.00

A Tracking Team of up to 50 members will be established to include curriculum department representatives, instructional coaches, and curriculum specialists. The Tracking Team will receive the following professional development sessions and will be responsible for transferring their learning to the pilot schools:

1. Designing Curriculum for Rigor/Personalized Learning, 2 days
2. Tracking Teams to Close the Gap, 1 day.
3. Tracking Teams to Raise Student Achievement, 1 day.
4. Team of Teams, 1 day.
5. Virtual Coaching with Tracking Teams, 6 hourly sessions with Tracking Team Leaders (maximum of 5 participants).

Leadership Coaching Support: \$33,000.00

Building Leadership teams of up to 5 participants to receive virtual data coaching support.

1. Virtual Coaching with the leader, 8 hourly sessions with a maximum of 5 leaders for each school's leadership team.

# Pinellas County Schools

## Standards Tracker Pilot

*High Quality, Innovative Core Instruction*

Pinellas  
County  
Schools

Revised  
June 2016



  
**Learning Sciences International**  
LEARNING AND PERFORMANCE MANAGEMENT

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## Executive Summary

Tier-1, core instruction is the teaching and learning engaged in classrooms every day. It's the foundation for preparing students to demonstrate mastery of performance tasks and learning sequences. When core instruction isn't enough, teachers employ a number of tier-2 strategies and interventions. These instructional shifts can be time consuming, expensive, and continue to produce undesirable student performance.

**How then can we advance student achievement?** By strengthening core instruction, less students will need tier-2 interventions. More students will achieve learning targets faster. **How can teachers and schools transform into higher performing practitioners?** By making learning visible through the creation of performance teams, teachers will plan more effectively, track student learning and act upon gaps in teaching and learning in real time.

Learning Sciences International, LLC proposes a tightly aligned system of training, tools, and supports to strengthen core instruction in a group of 10-identified Pinellas County Schools. The work begins with professional learning for teachers, teams, and leaders. With a relentless focus on data and keeping teaching and learning visible, teams of teachers will become high performing leaders by engaging in the following aligned system.

### High Performing Tracking Team and Team of Teams

Pinellas will identify a core team of individuals within the district to serve on a *Tracking Team*. The Tracking Team will receive training and coaching that incorporates use of the LSI Standards Tracker data as part of Pinellas' Multi-Tiered System of Supports (MTSS). The Tracking Team will be responsible for transferring their knowledge to other participating pilot members through each school's Professional Learning Communities (PLC).

The Standards Tracker becomes the key tool for gathering, analyzing, and exporting student performance data and strategies. The Tracking Team uses the data from LSI Standards Tracker to examine student performance on the learning sequences. From this real time data, they can then collaborate to share strategies on how to improve performance, collaborate to support students who are particularly struggling and to innovate new core instructional approaches.

Each participating school will also develop a *Team of Teams*, including building leadership such as principals, assistant principals, specialists and other identified personnel. The Team of Team's role is to integrate the data into the District's MTSS. They will receive training on the critical role school leaders play in the process of improving core instruction. They will coach teachers, maintain accountability, remove barriers to effective instruction, and celebrate incremental growth.

### Learning Sciences Technology

All 10 participating Pinellas pilot schools will use the LSI Standards Tracker to both create and track student performance tasks and learning sequences. This app is intuitive, easy to set up, and critical to gaining data on student performance quickly for use by the Tracking Team and Team of Teams.

Pinellas County Schools and Learning Sciences will unite to promote high-quality, core instruction with an unrelenting focus on raising achievement for all students.

## Core Strategy to Advance Core Instruction

How can I improve core instruction today so my students' achievement increases?

The true focus and primary goal is to increase student achievement. At the forefront of this initiative is the desire to increase the number of students reaching every learning target, for teachers to have the daily ability to monitor and track, with the confidence and skillset to adapt their instructional strategies on the spot to help students needing additional support. Learning Sciences' core strategy to advance and deepen core instruction is through daily engagement of our **PLAN–TRACK–ACT** cycle.

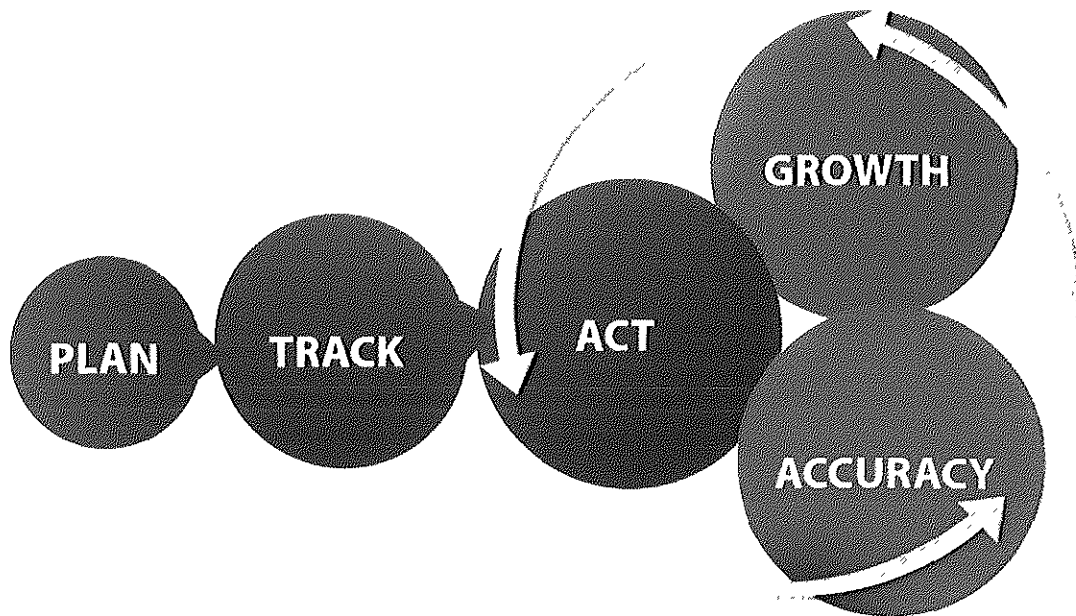


Figure 1 - Learning Sciences' Process of Advancing Core Instruction

### Teachers

Teachers engage in the **PLAN–TRACK–ACT** cycle first by using the *LSI Standards Tracker* to implement the strategies gained through the triad of *Core Instruction Training*. Lessons are planned according to standards aligned performance learning targets along a learning sequence. During the flow of the lesson teachers track student learning using the *Standards Tracker* app in real time. Individual achievement is quickly identified within the flow of the lesson so teachers can immediately differentiate instruction to address any student's learning gap. By following a plan, tracking in real time and acting from a set of effective strategies, teachers are a key component to advancing core instruction.

At the administrative levels, the data, student evidences and classroom observations create an accurate picture of teaching and learning. By focusing on strategic action items, and keeping the work towards completing those items visible to all, accountability is high and progress evident.

## Pinellas County Schools | Standards Tracker Pilot

### Tracking Team

The Pinellas *Tracking Team* places an intense and relentless focus on students achieving standards-based learning targets for every lesson and in every classroom. The Tracking Team addresses the achievement gap and helps to close it with more effective instruction. The *Tracking Team* will participate in the PLCs of the 10 participating pilot schools to share their knowledge, tools, and strategies of gathering real-time, actionable data.

The PLCs, in turn, will track student data and score student evidences to calibrate with the model of instruction. Teachers receive regular support from PLCs so they have the ability to monitor performance each day, and then adapt their instructional strategies on the spot to help those students who are not demonstrating success. This makes the PLC a powerful achievement engine to support the growth of students and teachers.

The Tracking Team engages in the **PLAN–TRACK–ACT** cycle in a similar way. Their work begins by examining student evidences that teachers have assessed according to learning targets in the learning sequence. By critically examining these evidences, the Tracking Team can maximize the efficacy of the PLC by creating a **PLAN** for support and coaching teachers need to be fully calibrated to the standards. They will **TRACK** using the *LSI Standards Tracker* to compare student performance on an individual and subject basis to discern what the student needs and what additional support is needed. They will **ACT** by providing strategies, in class coaching, and innovating new ideas to support higher core instruction.

### Team of Teams

Constructed from Pinellas Leadership within each participating school, the *Team of Teams* are decision makers who help determine how barriers to progress can be removed and what levels of support and additional accountability need to be provided. It makes learning and leading visible to those who can place a relentless focus on an effective model of instruction and student achievement. The *Team of Teams* engages in similar work to the Tracking Team except at a District level. They can build on successes and address challenges immediately.

### Technology that Works with You

*LSI Standards Tracker* is an innovative technology-based platform with easy to use tools aligned to Florida State Standards. *Standards Tracker* collects data in real time, easily showing growth and identifying areas of need to all stakeholders. All participating pilot schools will have access to the platform.

### Building a Scalable Solution for Pinellas

A scalable solution for Pinellas begins with building the intra-school capability to deliver high-quality and innovative core instruction at the pilot schools. This will create a need for additional professional learning and new strategies. The *Learning Sciences Growth Tracker* is a tool used to foster peer-to-peer learning and identify professional growth. It will be a powerful vehicle for PLCs to lead their peers through providing feedback and sharing strategies and ideas. The Growth Tracker has online learning

## Pinellas County Schools | Standards Tracker Pilot

through which teachers and PLCs can grow their skills. This learning can be tracked at the school level for micro-credentialing and as part of any Learning Management System.

Figure 2 is a summary of the interconnectedness between the teams and how they work in concert to produce accuracy in teaching and learning and growth in student achievement.

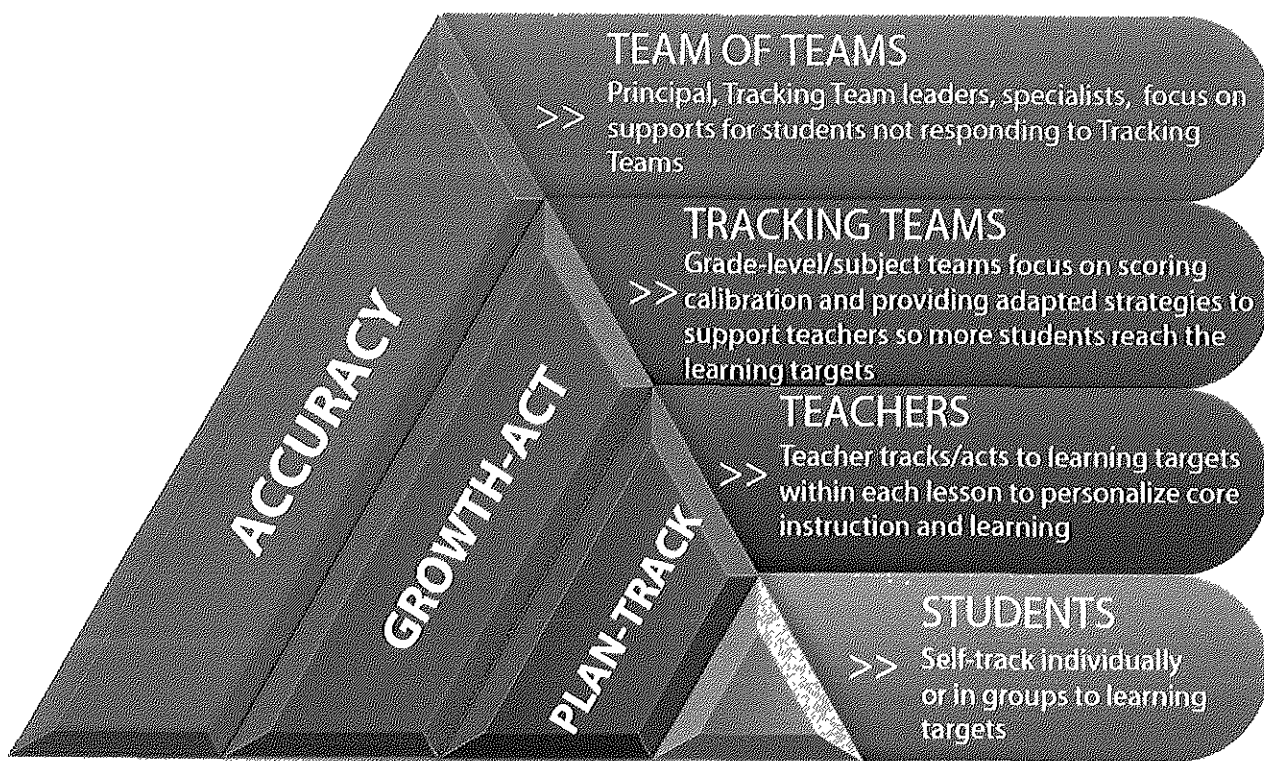


Figure 2 – Raising Student Achievement through Data-Driven Teamwork

## Strengthening Core Instruction and Driving Student Learning

### Professional Learning for Teachers

#### Monitor for Learning

**Monitor for Learning** is a one-day training to help teachers monitor students' mastery toward the standards and more easily make on-the-spot adaptations to reduce the number of students requiring formal interventions. As a result of this session, participants will be able to:

- ⦿ *Develop* a plan to monitor student's learning
- ⦿ *Plan* to use the Standards Tracker for monitoring student learning
- ⦿ *Create* a plan for personalized student adaptations

#### Tracking to Close the Gap

**Tracking to Close the Gap** is a one-day training that helps teachers further identify the students that have been unsuccessful in meeting learning outcomes to innovate and personalize instructional techniques. As a result of this session, participants will be able to:

- ⦿ *Analyze* data provided by the Standards Tracker reports
- ⦿ *Utilize* the data to make instructional decisions for personalized student learning
- ⦿ *Plan* for instructional adaptations to strengthen learning for students needing additional support
- ⦿ *Implement* an action plan to address the needs of students identified from Standards Tracker data

### Professional Learning and Support for the Tracking Team

#### Designing Curriculum for Rigor

How do you create curriculum that helps teachers focus on student achievement? In **Designing Curriculum for Rigor**, participants begin this two-day training with the end in mind, to examine what rigor looks like with high cognitive complexity and high student autonomy. These 'hands-on' days begin by creating four rigorous tasks. By the second day, participants delve into scaffolding learning so all students are able to master rigorous tasks. As a result of this session, the Tracking Team will be able to:

- ⦿ *Use* standards to align curriculum, instruction and short cycle formative assessment
- ⦿ *Identify* rigorous strategies aligned to standards
- ⦿ *Plan* to monitor for the desired result of foundational and aligned performance tasks
- ⦿ *Plan* for predictable challenges of foundational and deepening tasks
- ⦿ *Utilize* lesson outcomes as a basis for reflective action
- ⦿ *Determine* the most effective instructional decisions for their students

## Pinellas County Schools | Standards Tracker Pilot

### Tracking Teams to Close the Gap

**Tracking Teams to Close the Gap** is a one-day training to provide the Tracking Team with the knowledge and skills necessary to support teachers to be successful in their instructional planning, scoring student evidence, analyzing Standards Tracker data and developing personalized actions for students that are struggling within core instruction. At the end of this training, participants will be able to support the pilot participants and their PLCs to:

- ☉ *Utilize* the Standards Tracker to plan a sequence of learning targets
- ☉ *Create* success criteria for learning targets
- ☉ *Create* performance tasks that are align to the target
- ☉ *Model* effective monitoring techniques throughout a lesson
- ☉ *Analyze* student evidence to develop scoring consistency within the Tracking Team
- ☉ *Evaluate* alignment of the Learning Target → Success Criteria → Task
- ☉ *Interpret* Standards Tracker data to identify students not meeting the targets
- ☉ *Develop* personalized instructional plans for students not meeting the learning outcomes

### Tracking Teams to Raise Student Achievement

**Tracking Teams to Raise Student Achievement** is a one-day training to provide the Tracking Team with the knowledge and skills necessary to guide the team to identify effective instructional strategies for professional growth, execute the instructional round process, and establish consistent scoring of student evidences toward the target. It will provide a process to expand the personalized instruction techniques for those students not meeting the learning outcomes across the lessons. At the end of this training, participants will be able to:

- ☉ *Determine* the tracking's team personal learning focus based upon the data from the Standards Tracker
- ☉ *Implement* instructional strategies to help meet the needs of students
- ☉ *Establish* the instructional rounds process within the Tracking Team to grow team members' effectiveness
- ☉ *Apply* the scoring consistency process within the Tracking Team
- ☉ *Create* a plan for additional adaptations to help meet the needs of students that are not meeting the learning outcomes across lessons

### Team of Teams

**Team of Teams** is a one-day training with the Tracking Team to provide additional focus and support for school leadership teams in pinpointing students needing supplemental interventions in order for them to meet the learning outcomes. A cycle of continuous improvement reduces the number of students needing additional support. At the end of this training, the Tracking Team will have the ability to support leaders as they need to:

- ☉ *Analyze* Standards Tracker school-wide data
- ☉ *Examine* Standards Tracker data to check for accuracy during the mid to long assessment cycle
- ☉ *Evaluate* the progress of all students with a focus on the subgroups
- ☉ *Determine* a plan to support the students that are not meeting the learning outcomes

## Pinellas County Schools | Standards Tracker Pilot

### Virtual Data Coaching with Tracking Team Leaders

Virtual Data Coaching will be provided throughout this initiative with a small group of up to five team leaders from the Tracking Team. During these six sessions, Tracking Team Leaders will examine both short range data (LSI Tracker, student evidences) and long range data. These will inform progress towards the monthly action plans for the school. The data will also help PLCs to provide guidance on how to differentiate instruction for students who need tier-2 and further intervention. These consultations will allow the Tracking Team to:

- ☉ *Review* data from team member's reports
- ☉ *Develop* a plan for the team based upon the data
- ☉ *Review* how to use the data to support students and teachers
- ☉ *Address* additional customized support

### Coaching Support for Building Leaders

#### Virtual Data Coaching for Leaders

During these monthly sessions, the Learning Sciences Consultant and Leadership Team (up to five members) will review data from the following sources: *LSI Tracker*, classroom observations, and student data. Detailed monitoring and feedback with the Learning Sciences Consultant provide specific, actionable guidance for school leaders that will lead to visible improvements in leadership and instructional practice. This process of short-term wins will hold everyone accountable while encouraging development of instructional leadership skills. Throughout these sessions, the Building Leadership Teams will:

- ☉ *Review* data from reports
- ☉ *Develop* a school-wide plan based on the data
- ☉ *Address* additional customized support

## Work Plan

### Pilot Schools Supports

#### Teacher Support

Each of the 10 participating schools will include 10 teachers in the pilot. For the 100 participants, two cohorts will be established whereby half of the participants from each building participate in Cohort A and the remaining half of the participants from each building participate in Cohort B. In this way, the need for substitute teachers and disruptions to the school's daily schedule will be minimized.

1. Monitoring for Learning, 1 day for each cohort 2 days total
2. Tracking to Close the Gap, 1 day for each cohort, 2 days total
3. LSI Standards Tracker technology for each of the 10 pilot school buildings

#### Tracking Team Support

Pinellas County Schools will establish a Tracking Team of up to 50 members for this pilot including Curriculum department representatives, instructional coaches, curriculum specialists, etc. The Tracking Team will receive the following professional development sessions and will be responsible for transferring their learning to each participating pilot school through their PLCs:

1. Designing Curriculum for Rigor/Personalized Learning, 2 days
2. Tracking Teams to Close the Gap, 1 day
3. Tracking Teams to Raise Student Achievement, 1 day
4. Team of Teams, 1 day
5. Virtual Coaching with Tracking Teams, 6 hourly sessions with Tracking Team Leaders (maximum of 5 participants)

#### Leadership Coaching Support

Building Leadership teams of up to five participants will receive virtual data coaching support

1. Virtual Coaching with the Leader, 8 hourly sessions with a max of 5 leaders for each school's leadership team

## Cost Proposal

Pilot Schools will receive the following services

10 Schools participating in Pilot with 10 Teachers in each School, 100 participants

Teacher Support	\$45,000
Tracking Team Support	\$28,900
Leadership Professional Development	\$33,000

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**Total Base Price for 10 Schools \$106,900**

## Learning Sciences International Terms & Conditions

1. **Customer Acknowledgment.** Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Learning Sciences International, LLC.
2. **Data Collection, Analysis, and Reporting.** The Organization agrees to LSI's access to the information relating to the effective administration and evaluation of student data, including Interim and Benchmark assessment data, diagnostic student achievement data from web-based systems from, for example, Performance Matters; and Florida Department of Education student value-added metrics data.
  - a. **Purpose of the Data to be Conducted:** Student achievement data is a critical component for collecting appropriate metrics over time upon which the Organization can evaluate progress towards rigor and effectively support professional development. Data is necessary to assess short-, mid- and long-cycle student achievement to assess gains and progress towards rigor. Therefore, the Organization agrees to provide the requested data (see Exhibit A: Description of Data and Associated Codes) for students attending the following participating schools:

Pinellas County Schools		
1. Belleair Els	2. Skyview Els	3. High Point Els
4. Sunset Hills Els	5. Jamerson Els	6. Fairmount Park
7. McMullen Booth Els	8. South Nok oak Els	9. Sutherland Els
10. Woodlawn Els	Madaira Beach	12. Belcher Els.

- b. **Information to be Disclosed:** Information to be disclosed will be confidential and include metrics such as average scores per item and scores averaged by demographic subgroups.
3. **Conditions.** The parties agree to the following conditions relating to the security and confidentiality for all collected student data.
  - a. **Ownership of Data.** The collected student data shall remain the sole property of the Organization. Except as expressly provided in this agreement, the Organization retains all right, title, interest in the collected student data as specified in these Terms and Conditions. LSI retains the right to include the student data in publications or written reports whereby the results of the data are reported anonymously. Furthermore, data included in publications or reports will never be released in any way that would enable someone to identify students or teachers.
  - b. **Collected Data.** LSI agrees that all data collected 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. LSI shall maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement. The LSI reserves all rights to publish the results of research and shall publish results without personally identifiable student or teacher information. The Organization has the right to review publications prior to submission but will have a

## Pinellas County Schools | Standards Tracker Pilot

maximum of ten (10) business days to review and provide a list of any requested changes to the LSI for consideration. The LSI will submit a final copy to the Organization prior to publication.

- c. **Confidentiality of Student Information.** The confidential student information will be used by researchers at LSI to conduct studies designed to improve instruction for children in Pinellas County Schools.
- i. To effect the transfer of data subject to FERPA, LSI agrees to use the collected data for no purpose other than research and analysis authorized under Section 99.31 (a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students' education records in connection with LSI conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. LSI further agrees not to share data received under this Amendment with any other entity without prior consent.
  - ii. LSI is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing these Terms and Conditions, LSI acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.
4. **Authorized Representative.** LSI and the Organization shall designate in writing a single authorized representative able to request and share data according to these Terms and Conditions. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement.
- d. LSI designates Lindsey Devers Basileo, PhD, as the authorized representative of the Organization's data. LSI or its agents may upon request review the records required to be kept under this section.
- e. The Organization designates Daniel Evans as the authorized representative and point of contact for data collection of the Organization's data.
5. **Pricing.** Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted. Pricing remains firm for the contract period.
6. **Period of Performance.** This contract shall be fully binding and executed when all parties have signed and agreed to proposed services and fees within.
7. **Confidential and Proprietary Materials.** Any portion of this contract, confidential materials or proprietary information may not be released without prior written approval from Learning Sciences International, LLC., unless otherwise required by Florida law.

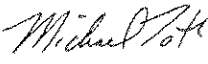
## Pinellas County Schools | Standards Tracker Pilot

8. **Payment.** Purchase order or payment is required prior to order fulfillment, unless otherwise agreed upon by the District and Learning Sciences International, LLC. Make checks payable in USD to "Learning Sciences International" and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.
9. **Purchase Orders.** Please reference proposal name and date (shown above) on all purchase orders. Purchase orders should be sent to Learning Sciences International, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 299-8133 or emailed to: AccountsReceivable@learningsciences.com
10. **Terms.** Standard payment terms are net 45 days from date of invoice, unless otherwise agreed upon by the District and Learning Sciences International, LLC. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.
11. **Scheduling.** On-site training and professional development sessions requires 30 days advance notice. Signed contract, purchase order, or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee. All training sessions must be scheduled no later than 12 months following receipt of purchase order.
12. **Cancellation.** On-site training and professional development sessions may be rescheduled prior to 30 days in advance without penalty. Districts/schools who cancel/reschedule within the 30 day window will be charged a \$500 fee + travel expenses incurred (including cancellation and airline booking fees.)
13. **Shipping and Handling.** Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply. Learning Sciences International will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.
14. **Sales, Use, Value Add and other Taxes.** Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Learning Sciences International reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.
15. **Materials Reprint Licenses.** Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.
16. **Recording of Presentations.** All audio and video recording is prohibited without written consent from Learning Sciences International, LLC.
17. **Liability.** The party agrees 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

**Pinellas County Schools | Standards Tracker Pilot**

for any damages proximately caused thereby, provided, however, the parties agree that Customer's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver by sovereign immunity by Customer, nor shall anything herein be construed as consent by Customer to be sued by any third party for any cause or matter arising out of or related to this Agreement.

**18. Required Signatures**

<b>Learning Sciences Representative</b>	Michael Toth	<b>Title</b>	CEO
<b>Signature</b>		<b>Effective Date</b>	August 4, 2016
<b>Building Level Representative:</b>	_____	<b>Title</b>	_____
<b>Signature</b>	_____	<b>Date</b>	_____
<b>Building Level Representative</b>	_____	<b>Title</b>	_____
<b>Signature</b>	_____	<b>Date</b>	_____

PLEASE SIGN AND RETURN THIS CONTRACT WITH YOUR PURCHASE ORDER.

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: **August 23, 2016**

**Bid File No:** 17-480-035-SS

**Bid File Title:** Sole Source Curriculum Materials

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

**Contract Value:** \$ 100,452.036

**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 the distribution rights to these materials..

**Submitted By:** Linda M. Balcombe, CPPO, CPPB **For:** Title 1 Elementary Schools  
**Title:** Director, Purchasing Department

**Requested By:** Isabella Torbert **Buyer:** Clair Stapleton  
**Title:** Title I Specialist

**Recommended award by vendor as follows :)**

**CURRICULUM ASSOCIATES V29882**

ITEM #	PRODUCT NAME	QTY	UNIT PRICE	TOTAL
RS15308	Ready Florida ELA (LAFS) Instruction Grade 1 Student Book	540	\$11.05	\$5,967.00
RS15354	Ready Florida ELA (LAFS) Instruction Grade 1 Teacher Toolbox Set (No Tradebooks) (Must buy min. of 18 Corresponding student instruction books)	30	29.75	892.50
RS16239	Ready Florida ELA (LAFS) Instruction Grade 2 Student Book (2016 Copyright)	558	11.05	6,165.90

<b>ITEM #</b>	<b>PRODUCT NAME</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
RS16279	Ready Florida ELA (LAFS) Instruction Grade 2 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 18 corresponding student instruction books)	31	29.75	922.25
RS16240	Ready Florida ELA (LAFS) Instruction Grade 3 Student Book (2016 Copyright)	594	11.05	6,563.70
RS16280	Ready Florida ELA (LAFS) Instruction Grade 3 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 18 corresponding student instruction books)	33	29.75	981.75
RS16241	Ready Florida ELA (LAFS) Instruction Grade 4 Student Book (2016 Copyright)	550	11.05	6,077.50
RS16281	Ready Florida ELA (LAFS) Instruction Grade 4 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 22 corresponding student instruction books)	25	29.75	743.75
RS16242	Ready Florida ELA (LAFS) Instruction Grade 5 Student Book (2016 Copyright)	484	11.05	5,348.20
RS16282	Ready Florida ELA (LAFS) Instruction Grade 5 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 22 corresponding student instruction books)	22	29.75	654.50
RS15307	Ready Florida ELA (LAFS) Instruction Grade K Student Book	432	11.05	4,773.60
RS15353	Ready Florida ELA (LAFS) Instruction Grade K Teacher Toolbox Set (No Tradebooks) (Must buy min. of 18 corresponding student instruction books)	24	29.75	714.00
RS18025	Ready Florida Math (MAFS) Instruction Grade 1 Student Book (2016 Copyright)	540	11.05	5,967.00

<b>ITEM #</b>	<b>PRODUCT NAME</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
RS18058	Ready Florida Math (MAFS) Instruction Grade 1 Teacher Toolbox Set (2017 Copyright) (Must buy min. of 18 corresponding student instruction books)	30	29.75	892.50
RS16243	Ready Florida Math (MAFS) Instruction Grade 2 Student Book (2016 Copyright)	558	11.05	6,165.90
RS16283	Ready Florida Math (MAFS) Instruction Grade 2 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 18 corresponding student instruction books)	31	29.75	922.25
RS16244	Ready Florida Math (MAFS) Instruction Grade 3 Student Book (2016 Copyright)	576	11.05	6,364.80
RS16284	Ready Florida Math (MAFS) Instruction Grade 3 Teacher Toolbox Set (2016 Copyright) (must buy min. of 18 corresponding student instruction books)	32	29.75	952.00
RS16245	Ready Florida Math (MAFS) Instruction Grade 4 Student Book (2016 Copyright)	550	11.05	6,077.50
RS16285	Ready Florida Math (MAFS) Instruction Grade 4 Teacher Toolbox Set (2016 Copyright) (Must buy min. 22 corresponding student instruction books)	25	29.75	743.75
RS16246	Ready Florida Math (MAFS) Instruction Grade 5 Student Book (2016 Copyright)	484	11.05	5,348.20
RS16286	Ready Florida Math (MAFS) Instruction Grade 5 Teacher Toolbox Set (2016 Copyright) (Must buy min. of 22 corresponding student instruction books)	21	29.75	624.75
RS18024	Ready Florida Math (MAFS) Instruction Grade K Student Book (2016 Copyright)	414	11.05	4,574.70

<b>ITEM #</b>	<b>PRODUCT NAME</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
RS18057	Ready Florida Math (MAFS) Instruction Grade K Teacher Toolbox Set (2017 Copyright) (Must buy min. of 18 corresponding student instruction books)	23	29.75	684.25
RS14429	i-Ready Prof Dev Onsite Custom Content One Session (up to 3 Hrs.)	10	1,400.00	14,000.00
RS14428	i-Ready Prof Dev Webinar Custom Content 60 – 90 minute session	2	500.00	1,000.00
	Estimated shipping	1	6,329.78	<u>6,329.78</u>
				<b>100,452.03</b>

**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid File No:** 17-710-028-SS

**Bid File Title:** Sole Source Sole Source  
Auditory FM  
Receiver/Transmitter  
Equipment, Supplies &  
Maintenance Service

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

**Contract Value:** \$ 81,109.39

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

**\* Rationale/Reason**

This vendor is the proprietary vendor for the equipment and services.

**Submitted By:** Linda M. Balcombe, CPPPO, CPPB

**For:** Cross Bayou Elementary School

**Title:** Director, Purchasing Department

**Requested By:** Busara Pitts

**Buyer:** Patty Roesler

**Title:** ESE Specialist/Communication Disorders

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**Recommended award by vendor as follows: (see attached)**

**PHONAK LLC**

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
24	Phonak Roger Inspiro Transmitter w/iLapel mic (2 yr warranty)	\$ 639.00	\$ 15,336.00
30	Phonak Sky V50-P BTE Receiver (w/2 year warranty)	578.00	17,340.00
30	Roger 18 FM Receiver (w/2 yr warranty)	593.00	17,790.00
12	Phonak Roger Focus FM Receiver	450.00	5,400.00
5	Phonak Roger MyLink	545.00	2,725.00
1	Service and maintenance of Roger Transmitters, receivers and accessories – PC504 Plan for school year 7/1/2016 to 06/30/2017	22,500.00	22,500.00
	Shipping Charge		18.39
		<b>TOTALS:</b>	<b>\$ 81,109.39</b>

**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE**

School Board of Pinellas County, Florida

School Board Meeting of: **August 23, 2016**

**Bid File No:** 17-205-023-SS

**Bid File Title:** Sole Source Software

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

**Contract Value:** \$ 51,500.00

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

**\* Rationale/Reason**

The vendor holds the copyrights and the rights to this software.

**Submitted By:** Linda M. Balcombe, CPPO, CPPB

**For:** Highs School Reading and Language Arts Department

**Title:** Director, Purchasing Department

**Requested By:** Beth Anderson

**Buyer:** Clair Stapleton

**Title:** 6-8 Reading Specialist

**Recommended award by vendor as follows:**

**HOUGHTON MIFFLIN HARCOURT V33888**

ISBN #	TITLE	QTY	UNIT PRICE	TOTAL
9780545807982	Hosting Services Setup Fee (1 <sup>st</sup> Time User)	1	\$1,500.00	1,500.00
9780545807982 #6001646	District Hosting Services Plan 1 <sup>st</sup> Server	1	50,000.00	50,000.00
			<b>TOTAL</b>	<b>\$51,500.00</b>