

# PURCHASING AGENDA SUMMARY

**October 25, 2016**

(School Board Meeting Date)

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

BID NUMBER	BID TITLE	BID CAT.	BID TERM	DESTINATION / REQUESTER	*FUND/ CC	**PROJECT /SUBPROJ	RECOMMENDED VENDOR	TOTAL \$ by VENDOR	TOTAL \$ of BID	COMMENTS
17-968-053	Fire Alarm System Replacement	LRB	N/A	Coachman Service Center Brian Long	0346/0730	3500/3012	S.A.I. Inc.	141,710.00	141,710.00	
17-931-042	Exhaust Hoods, Make-Up Air Units and Warewashing Hoods: Clean & Service	LRB	2 yrs.	Food Service Dept. Lynn Geist	0410/5470	9502	Triple B Cleaning, Inc.	54,500.00	54,500.00 (estimate)	
17-962-038-RA	Request for Proposals: Commercial Carrier Service	RA	1 yr.	County Wide, Skip Paquette Nick Grasso	0100/5640 School Internal Funds	2610/6053	Academy Bus LLC, Preston USA Inc.	N/A	N/A	<b>Rationale:</b> Per the terms of the original RFP, additional commercial carriers can be added after meeting minimum requirements.
17-640-050-RN	Cafeteria Paper & Supply Products	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	Peninsular Paper Company	1,600,000.00	1,600,000.00 (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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17-968-093-RN	Garbage & Trash Collection Service for Unincorporated Areas	RN	2 yrs.	County Wide Rodger Williams	Various	Various	Progressive Waste Solutions of Florida, Inc. Republic Services of Florida, L.P. D/B/A Republic Services of Tampa	Unknown	600,000.00 (estimate)	
17-968-091-RN	Intrusion Detection System Installations	RN	1 yr.	County Wide Rodger Williams	Various	Various	Mission Critical Solutions of Tampa, Inc.	500,000.00	500,000.00 (estimate)	
17-968-094-RN	Concrete Slabs & Walkways: Installed	RN	1 yr.	County Wide Rodger Williams	Various	Various	United Tile Contractors of Florida, Inc.	335,000.00	335,000.00 (estimate)	
17-165-054-RN	Color Point / Low Temp Serving Line Equipment	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	TriMark Strategic Foodservice Design Equipment and Supplies	300,000.00	300,000.00 (estimate)	
17-968-092-RN	Variable Frequency Drive Repairs	RN	1 yr.	County Wide Rodger Williams	Various	Various	Drivetech, Inc. RJH Technical Services, Inc.	Unknown	125,000.00 (estimate)	

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17-785-072-RN	Diplomas	RN	3 yrs.	High School Education/Rita Vasquez	5100/5850	2680/4106	Herff Jones, LLC.	50,000.00	50,000.00 (estimate)	
17-071-095-SC	Buses, Propane	SC	N/A	Transportation Dept. / Rick McBride	0377/5590	3299/3373	Florida Transportation Systems, Inc.	4,262,400.00	4,262,400.00	<b>Rationale:</b> Utilizing FDOE bid #2016-1 for 40 buses without lifts.
17-205-080-SS	Sole Source Software License	SS	31 mos.	Middle School Education Dept. Dywayne Hinds	0100/5730	1180/6235	Edmentum, Inc.	171,365.51	171,365.51	<b>Rationale:</b> Edmentum has the right to sell, distribute and market Plato Courseware and, with limited exceptions, is the sole source and sole provider of Plato Courseware.

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17-480-090-SS	Sole Source Curriculum Materials	SS	1 yr.	Exceptional Student Education/Jane E. Golding	0420/6600	E341	American Reading Company	101,600.00	101,600.00	<b><i>Rationale:</i></b> The vendor holds the copyrights and distribution rights to these materials
17-480-085-SS	Sole Source Copyrighted Materials	SS	1 yr.	ESOL Department/ Natasa Karac	5100/6260	E947 E946	Houghton Mifflin Harcourt	64,099.56	64,099.56	<b><i>Rationale:</i></b> The vendor holds the copyrights and distribution rights to these materials

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**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-968-053

**Bid Title:** Fire Alarm System Replacement

**Original Bid No:** N/A

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

**Agenda Item Categories:**

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

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

**Contract Value:** \$ 141,710.00

**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

**\* Rationale/Reason**

\_\_\_\_\_

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

Bidders Solicited: 3 Bids Received: 2 Late Bids: 0 Rejected Bids: 0  N/A - Bids Not Required

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

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

**Recommended award by vendor as follows:**

**S.A.I., INC.**

Provide labor and materials to replace the fire alarm system as per plans and specifications.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: October 25, 2016**

**Bid No:** 17-931-042

**Bid Title:** Exhaust Hoods, Make-up Air Units and Warewashing Hoods: Clean & Service

**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:** 11/11/16 thru 11/10/18  N/A - One Time Purchase

**Contract Value:** \$ 54,500.00

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

**Renewal Options:**

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

**\* Rationale/Reason**

\_\_\_\_\_

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

Bidders Solicited: 44 Bids Received: 4 Late Bids: 0 Rejected Bids: 0  N/A - Bids Not Required

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

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

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

**TRIPLE B CLEANING, INC. (V- 22114)**

Provide all labor, materials and parts to service, clean and inspect **Cafeteria Exhaust Hood Equipment, Fresh Air Units and Warewashing Hoods** at various locations county wide, on an as needed basis, in accordance with the bid specifications.

Cost Center	Facility/School	Phone	Exhaust Hood Size W X L	Warewashing Hood Size W X L	Est. Cleaning Times Per Year	Unit Price
0040	Administration Bldg.	588-6000	11'6" x 9'	5' x 4'6"	2	\$200.00
0051	Anona Elementary	588-4730	7' x 5'		1	250.00
0051	Anona Elementary		4' x 4'		1	0.00
0111	Azalea Elementary	893-2187	11' x 9'		1	200.00
0121	Azalea Middle	893-2606	23' x 11'		1	200.00
0131	Bardmoor Elementary	547-7824	16' x 10'		1	200.00
0151	Bauder Elementary	547-7829	16' x 11'	3' x 4'6"	1	200.00
0161	Bay Point Elementary	552-1449	13' x 10'		1	200.00
0171	Bay Point Middle	893-1153	23' x 11'		1	200.00
0231	Bay Vista Fundamental Elementary	893-2335	8' x 8'		1	200.00
0251	Bayside High	507-4730	13' x 15'		1	300.00
0271	Bear Creek Elementary	893-2332	7'8" x 7'8"		1	200.00
0321	Belcher Elementary	538-7437	7' x 7'6"	3'6" x 3'6"	1	250.00
0371	Belleair Elementary	469-5983	12' x 5'		1	0.00
0391	Blanton Elementary	547-7820	8' x 8'		1	200.00
0431	Boca Ciega High	893-2780	22' x 15'	4' x 8'	1	200.00
0441	Brooker Creek Elementary	943-4600	10' x 15'		1	200.00
1801	Calvin Hunsinger School	469-4260	6'9" x 4'6"		1	200.00
0481	Campbell Park Elementary	893-2650	14' x 10'		1	200.00
0531	Carwise Middle	724-1442	12' x 4'6"	6'6" x 3'	1	200.00
0531	Carwise Middle		24' x 4'6"		1	0.00
0731	Clearwater Fundamental Middle	298-1609	11' x 12'		1	200.00
0711	Clearwater High	298-1620	15' x 8'		1	300.00
3341	Clearwater Intermediate School	298-1616	17' x 5'3"		1	200.00
0751	Countryside High	725-7956	27' x 9'6"		1	300.00
0811	Cross Bayou Elementary	547-7834	11' x 9'		1	250.00
0811	Cross Bayou Elementary		4' x 5'6"		1	0.00

Cost Center	Facility/School	Phone	Exhaust Hood Size W X L	Warewashing Hood Size W X L	Est. Cleaning Times Per Year	Unit Price
0851	Curlew Creek Elementary	724-1423	17' x 5'		1	200.00
3131	Curtis Fundamental Elementary	738-6483	17' 6" x 14'10"		1	200.00
6261	Cypress Woods Elementary	538-7325	20' x 7'	5'10" x 3'6"	1	200.00
0991	Davis, Leila G., Elementary	725-7972	17' x 5'		1	200.00
0981	Disston Academy	893-1115	4'6" x 6'8"		1	200.00
1031	Dixie Hollins High	547-7876	20' x 11'		2	350.00
1031	Dixie Hollins High		17'6" x 5'6"		1	0.00
1821	Doug Jamerson Elementary	552-1703	15' x 10'		1	200.00
1071	Dunedin Elementary	738-2990	23' x 7'		1	200.00
1081	Dunedin High	469-4100	6' x 6'		1	400.00
1081	Dunedin High		6' x 4'6"		1	0.00
1081	Dunedin High		34' x 5'6"		1	0.00
1091	Dunedin Highland Middle	469-4112	23' x 11'		1	200.00
6181	East Lake High	942-5419	14' x 5'		1	400.00
6181	East Lake High		14' x 5'		1	0.00
6181	East Lake High		12' x 5'		1	0.00
1131	Eisenhower Elementary	725-7978	17' x 7'		1	200.00
1211	Fairmount Park Elementary	893-2132	15' x 10'		1	200.00
1281	Fitzgerald Middle	547-4526	6' x 4'		1	250.00
1281	Fitzgerald Middle		8'6" x 5'		1	0.00
1331	Forest Lakes Elementary	813-891-0785	15' x 10'		1	200.00
1341	Frontier Elementary	538-7335	14' x 10'		1	200.00
1361	Fuguitt Elementary	588-3576	8' x 9'6"		1	200.00
1481	Garrison-Jones Elementary	469-5716	23' x 5'		1	200.00
1531	Gibbs High	893-5452	14' x 10'		1	350.00
1531	Gibbs High		16' x 4'6"		1	0.00
6311	Gulf Beaches Elementary	223-8949	5' x 3'6"		1	250.00
6311	Gulf Beaches Elementary	223-8949	5'6" x 3'8"		1	0.00
1691	Gulfport Elementary	893-2643	14' x 10'			200.00
1811	High Point Elementary	538-7440	13'6" x 10'6"		1	200.00
1781	Highland Lakes Elementary	724-1429	23' x 4'6"		1	200.00
4061	Hopkins, John Middle	893-2400	19'6" x 5'		1	250.00

Cost Center	Facility/School	Phone	Exhaust Hood Size W X L	Warewashing Hood Size W X L	Est. Cleaning Times Per Year	Unit Price
4061	Hopkins, John Middle		17'6" x 5'		1	0.00
4061	Hopkins, John Middle		6'6"x6'3"		1	0.00
6361	Kings Highway Elementary	893-2630	7' x 9'		1	200.00
6281	Lake St George Elementary	669-1161	20' x 7'	6' x 4'	1	200.00
1961	Lakeview Fundamental Elem.	893-2139	9' x 4'6"		1	200.00
2021	Lakewood Elementary	893-2196	15' x 10'		1	200.00
2031	Lakewood High	893-2916	18' x 5'6"		1	300.00
2081	Largo High	588-3758	6' x 32'3"	4' x 5'3"	1	300.00
0141	Largo Middle	588-4600	16' x 9'	4' x 4'6"	1	200.00
2141	Lealman Ave Elementary	570-3020	16'8" x 5'3"		1	200.00
2151	Lealman Innovation Academy	528-5802	15' x 15'		1	200.00
1421	Lynch Elementary	570-3170	15'6" x 10'		1	200.00
2261	Madeira Beach Fund. (El./Middle)	547-7697	16'9" x 9'3"		1	200.00
2281	Maximo Elementary	893-2191	20'4" x 5'		1	200.00
2301	McMullen Booth Elementary	669-1800	14'10" x 9'10"		1	200.00
2321	Meadowlawn Middle	570-3097	23' x 11'		1	200.00
2371	Melrose Elementary	893-2175	11' x 10'6"		1	200.00
2431	Mildred Helms Elementary	588-3569	7' x 8'	3'6" x 3'6"	1	200.00
2531	Mt Vernon Elementary	893-1815	9'6" x 7'6"		1	200.00
4591	New Heights Elementary	521-5350	17'6" x 10'6"		1	200.00
2581	Nina Harris Exceptional	547-7850	13' 8" x 5'	3'6" x 3'6"	1	200.00
2691	North Shore Elementary	893-2181	23'6" x 5'2"	6'5" X 3'	1	200.00
2641	Northeast High	570-3138	10' x 6'		1	400.00
2641	Northeast High		16' x 10'		1	0.00
2641	Northeast High		7' x 11'6"		1	0.00
2791	Northwest Elementary	893-2147	9' x 14'		1	200.00
2861	Oak Grove Middle	524-4430	23' x 10'		1	200.00
2921	Oakhurst Elementary	588-6801	13'6" x 9'		1	200.00
2961	Oldsmar Elementary	813-855-7316	10'6" x 13'6"		1	200.00
3021	Orange Grove Elementary	547-7845	13' x 4'		1	200.00
3031	Osceola Fundamental High	547-7717	9' x 5'		1	400.00
3031	Osceola Fundamental High		5'6" x 4'6"		1	0.00

Cost Center	Facility/School	Phone	Exhaust Hood Size W X L	Warewashing Hood Size W X L	Est. Cleaning Times Per Year	Unit Price
3031	Osceola Fundamental High		13' x 9'		1	0.00
3041	Osceola Middle	547-7689	21' x 4'6"		1	250.00
3041	Osceola Middle		4' x 8'		1	0.00
3071	Ozona Elementary	724-1589	14' x 10'		1	200.00
3191	Palm Harbor Middle	669-1146	21' x 4' 6"	4' x 5'	1	200.00
4681	Palm Harbor University HS	669-1131	19' x 6'		1	400.00
4681	Palm Harbor University HS		14' x 6'		1	0.00
4681	Palm Harbor University HS		21' x 5'3"		1	0.00
3281	Pasadena Fundamental Elementary	893-2646	7'6" x 4'3"		1	250.00
3281	Pasadena Fundamental Elementary		6'6" x 5'		1	0.00
1471	Perkins Elementary	893-2117	15' x 10'		1	200.00
3361	Pinellas Central Elementary	547-7853	11' X 10'		1	200.00
3391	Pinellas Park Elementary	547-7888	20' X 4'6"		1	200.00
3421	Pinellas Park High	538-7410	10' X 2'6"		1	350.00
3421	Pinellas Park High		26' x 9'6"		1	0.00
3411	Pinellas Park Middle		8' x 8'		1	200.00
2821	Pinellas Secondary School	549-6550	20'8" x 5'		1	200.00
3431	Plumb Elementary	469-5976	11' x 11'7"	3' x 3'6"	1	200.00
3461	Ponce de Leon Elementary	588-3573	7' x 6'		1	250.00
3461	Ponce de Leon Elementary		4' x 4'		1	0.00
4351	Rawlings ,Marjorie K. Elementary	547-7828	23' x 5'5"		1	200.00
3511	Ridgecrest Elementary	588-3580	21' x 5'2"	7' x 3'6"	1	200.00
3731	Safety Harbor Elementary	724-1462	18' x 5'		1	200.00
3741	Safety Harbor Middle	724-1400	23' x 11'		1	200.00
3851	San Jose Elementary	469-5956	5' x 8'		1	250.00
3851	San Jose Elementary		4' x 4'		1	0.00
3761	Sanderlin, James B., PK-8 School	552-1700	15' x 10'		1	200.00
3231	Sanders, Richard L. School	547-7728	4'5" x 4'9"		1	250.00
3231	Sanders, Richard L School		7' x 4'6"		1	0.00
3871	Sandy Lane Elementary	469-5974	13'10" x 4'	5'8" x 3'8"	1	250.00
3871	Sandy Lane Elementary		11'9" x 4'		1	0.00
3751	Sawgrass Lake Elementary	570-3121	23' x 5'3"		1	200.00

Cost Center	Facility/School	Phone	Exhaust Hood Size W X L	Warewashing Hood Size W X L	Est. Cleaning Times Per Year	Unit Price
3911	Seminole Elementary	547-7668	14' x 9'	5'3" x 3'	1	200.00
3921	Seminole High	547-7536	20'6" x 11'		1	350.00
3921	Seminole High		16' x 7'		1	0.00
3931	Seminole Middle	547-4520	14'6" x 9'		1	200.00
3961	Seventy-Fourth St Elementary	893-2120	9' x 9'6"	4' x 3'10"	1	200.00
1261	Sexton, John M. Elementary	570-3400	15' x 10'		1	200.00
4021	Shore Acres Elementary	570-3173	23' X 6'		1	200.00
4121	Skycrest Elementary	469-5987	24'10" x 5'3"	3' x 3'	1	250.00
4171	Skyview Elementary	547-7857	8'6" x 8'6"		1	0.00
3781	St Petersburg High	893-1842	25'6" x 5'8"		1	350.00
3781	St Petersburg High		4' x 8'		1	0.00
4331	Starkey Elementary	547-7841	13' x 11'		1	200.00
0681	Stephens, Paul B., School	725-7982	13'9" x 5'	3'6" x 3'6"	1	200.00
4381	Sunset Hills Elementary	943-5523	14' x 10'		1	200.00
6271	Sutherland Elementary	724-1466	20' x 7'	7' x 4'	1	200.00
4491	Tarpon Springs Elementary	943-5500	13'6" x 10'8"		1	200.00
4661	Tarpon Springs Fund. Elementary	943-5508	10' x 5'		1	200.00
4521	Tarpon Springs High	943-4900	6'6" x 4'		1	400.00
4521	Tarpon Springs High		26' x 4'6"		1	0.00
4521	Tarpon Springs High		3' x 5'6"		1	0.00
4581	Tarpon Springs Middle	943-5511	22' x 10'		1	200.00
4631	Thurgood Marshall Fund. Middle	552-1737	23' x 11'		1	200.00
4611	Tyrone Middle	893-1819	8' x 5'		1	200.00
4701	Walsingham Elementary	588-3519	13'10" x 4'	5' x 3'6"	1	200.00
0450	Walter Pownall Service Ctr.	547-7100	13' x 5'		1	200.00
4771	Westgate Elementary	893-2144	21' x 5'3"	7' x 3'6"	1	200.00
4931	Woodlawn Elementary	893-1857	10'6" x 10'6"		1	200.00

**ADDITIONAL UNIT PRICING:**

Unit pricing below will be used when service and replacement parts are necessary on fresh air makeup units or exhaust hoods. The hourly rates & discount shall remain firm for the term of contract.

	<b><u>Straight Time</u></b>	<b><u>Overtime Rate</u></b>	<b><u>Holiday Rate</u></b>
Labor Rates:	<u>\$40.00/hour</u>	<u>\$60.00/hour</u>	<u>\$80.00/hour</u>
Markup for Parts & Materials:	<u>5%</u>		

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: October 25, 2016**

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

**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:** \$ N/A

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

**Renewal Options:**

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

**\* Rationale/Reason**

Per the terms of the original RFP, additional commercial carriers can be added after meeting minimum requirements.

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:** Paula Texel **Buyer:** Mark Shuman, CPPO, CPPB  
**Title:** Assistant Superintendent, Human Resources Services

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

Per the original RFP, new vendors may petition the Purchasing Department during the contract period to be added to the list of qualified vendors. The committee reviewed the submittals and approved the following to be added, giving schools additional choices for field trips and athletic activities.

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

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
4 Hour Trip Flat Rate: 47/50 Passenger Bus	\$495.00	\$550.00
4 Hour Trip Flat Rate: 51/55 Passenger Bus	\$495.00	\$550.00
4 Hour Trip Flat Rate 56+ Passenger Bus	\$495.00	N/A
5 Hour Trip Flat Rate: 47/50 Passenger Bus	\$575.00	\$650.00
5 Hour Trip Flat Rate: 51/55 Passenger Bus	\$575.00	\$650.00
5 Hour Trip Flat Rate: 56+ Passenger Bus	\$575.00	N/A
6 Hour Trip Flat Rate: 47/50 Passenger Bus	\$690.00	\$700.00
6 Hour Trip Flat Rate: 51/55 Passenger Bus	\$690.00	\$700.00
6 Hour Trip Flat Rate: 56+ Passenger Bus	\$690.00	N/A
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	\$ 28.75 per every 15 minutes	\$85.00 per Hour
Flat Cancellation Fee if Less Than 72 Hours	\$175.00	40% of Price, No Fee if Rescheduled

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

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
	N/A	N/A

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

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
Limousine Make and Model	N/A	2008 4D Chrysler
Passenger Capacity	N/A	8
Price per hour	N/A	\$100.00
Minimum Hours	N/A	3

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
Per Hour 4 hour trip minimum: 38 Passenger Bus	\$125.00	N/A
Per Hour 4 hour trip minimum: 47/50 Passenger Bus	\$130.00)	\$125.00
Per Hour 4 hour trip minimum: 51/55 Passenger Bus	\$130.00	\$125.00
Per Hour 4 hour trip minimum; 56+ Passenger Bus	\$130.00	N/A
Per Hour (over 4 hours, less than 10 hours): 38 Passenger Bus	\$110.00	N/A
Per Hour (over 4 hours, less than 10 hours):47/50 Passenger Bus	\$115.00	\$100.00
Per Hour (over 4 hours, less than 10 hours):51/55 Passenger Bus	\$115.00	\$100.00
Per Hour (over 4 hours, less than 10 hours): 56+ Passenger Bus	\$115.00	N/A
Per Hour (over 10 hours, less than 15 hours):38 Passenger Bus	\$110.00	N/A
Per Hour (over 10 hours, less than 15 hours):47/50 Passenger Bus	\$115.00	\$100.00
Per Hour (over 10 hours, less than 15 hours):51/55 Passenger Bus	\$115.00	\$100.00
Per Hour (over 10 hours, less than 15 hours):56+ Passenger Bus	\$115.00	N/A

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
Mileage Rate per Mile over 250 Miles	\$4.00	\$3.25
Daily Rate – Multiple Night Trips (2 Day) 38 Passenger Bus	\$1100.00	N/A
Daily Rate – Multiple Night Trips (2 Day) 47 Passenger Bus	\$1200.00	\$1200.00
Daily Rate - Multiple Night Trips (2 Day) 55 Passenger Bus	\$1200.00	\$1300.00
Daily Rate: Multiple Night Trips (2 Day) 56+ Passenger Bus	\$1200.00	N/A
Daily Rate – Multiple Night Trips (3 Day) 38 Passenger Bus	\$1100.00	N/A
Daily Rate – Multiple Night Trips (3 Day) 47 Passenger Bus	\$1200.00	\$1200.00
Daily Rate - Multiple Night Trips (3 Day) 55 Passenger Bus	\$1200.00	\$1300.00
Daily Rate: Multiple Night Trips (3 Day) 56+ Passenger Bus	\$1,200.00	N/A
Relief Driver	\$300.00-\$700.00	N/A

**CATEGORY 3: OUT OF COUNTY TRAVEL**

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
Parking Fees:		
Disney Parks	\$25.00	\$25.00
Universal Parks	\$22.00	\$0.00
Busch Gardens/Sea World	\$20.00	\$0.00
Strawberry Festival	\$10.00	\$10.00
MOSI	\$5.00	\$5.00
Premium Flat Rate Grad Night:	\$2280.00	\$1450.00
Flat Cancellation Fee if Less Than 72 Hours	\$175.00	40% of Price, No Fee if Rescheduled

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

<b>DESCRIPTION</b>	<b>Academy Bus LLC (V-33882)</b>	<b>Preston USA, Inc. (V-29088)</b>
	N/A	N/A

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: October 25, 2016**

**Bid No:** 17-640-050-RN

**Bid Title:** Cafeteria Paper & Supply Products

**Original Bid No:** 16-640-040

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:** 01/01/17 thru 12/31/17  N/A - One Time Purchase

**Contract Value:** \$ 1,600,000.00

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

**Renewal Options:**

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

\_\_\_\_\_

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

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

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

**PENINSULAR PAPER COMPANY (V-1725)**

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

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
1	BAG, BREAD	Poly bags, 8" x 4" x 18"	CASE	FORTUNE 127NMP	1000	\$1.88
2	BAG, PAPER 6#	Waxed white paper bags, 6#, automatic bottom	CASE	STEWART SUTHERLAND PEO6PP	1000	Removed from bid, no longer using
3	BAG, FOOD, ZIP CLOSE TOP, 1 GALLON	Plastic food bag, clear poly, zip close top, 1 gallon, approximate size 10" x 13"	CASE	ELKAY FZ1013	1000	\$2.03
4	BAG, FOOD, ZIP CLOSE TOP, SMALL	Plastic food bag, clear poly, zip close top, approximate size 6" x 6"	CASE	ELKAY F20606	1000	\$1.52
5	BAG, FRENCH FRY	White paper French fry bag, grease resistant, no imprint, top opening only, approximate size 4 ½" x 3 ½"	CASE	STEWART SUTHERLAND 03WC	2000	\$1.27
6	BAG, PAPER 5#	White paper bags, 5#m unwaxed	CASE	DURO	500	\$1.27
7	BAG, FREEZER STORAGE	Clear freezer storage bags, low density poly, flat bag, holds 18" x 26" x 2" pan, bag size 30" x 36", .0065 mil thickness	CASE	FORTUNE PEN034	250	\$1.78
8	BAG, PRINTED CHEESEBURGER	Clear high density poly bag, printed "CHEESEBURGER", 6 ½" x 7"	CASE	ELKAY DP657CHB	2000	\$1.27
9	BAG, PRINTED CHICKEN	Clear high density poly bag, printed "CHICKEN", 6 ½" x 7"	CASE	ELKAY DP657CHK	2000	\$1.27
10	BAG, PRINTED HAMBURGER	Clear high density poly bag, printed "HAMBURGER", 6 ½" x 7"	CASE	ELKAY DP657HAM	2000	Removed from bid, no longer using

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
11	BAG, PRINTED HOT DOG	Clear high density poly bag, printed "HOT DOG", 6 ½" x 7"	CASE	ELKAY DP5258HDG	2000	Removed from bid, no longer using
12	BAG, PRINTED MY PLATE	Clear high density poly bag, 5 color printed My Plate design, alternating color bags, 6 ½" x 7"	CASE	AEP 2K650MP	2000	\$1.27
13	BAG, SANDWICH	Dry wax paper sandwich bag, 6 ¾" x 6 ¾"	CASE	STEWART SUTHERLAND 204-2	2000	\$1.32
14	BOWL, 5 OZ	Black 5 oz styrofoam bowl with lip, laminated with polystyrene	CASE	DART 5BWBQ	1000	\$1.88
15	BOWL, SIDE SALAD	8 oz round salad bowl, clear, fluted	CASE	DOUGLAS-STEPHNS 408-15	2000	\$2.54
16	BOWL, FRUIT	5 oz round fruit bowl, clear, fluted	CASE	DOUGLAS-STEPHNS 405-10	2000	\$2.54
17	LID, SALAD AND FRUIT BOWLS	Dome lid to fit bid items 15 and 16, good snap fit	CASE	DOUGLAS-STEPHNS L-42	2000	\$2.54
18	BOWL, 12 OZ W/LIP	Black 12 oz styrofoam bowl with lip, laminated with polystyrene	CASE	DART 12BWBQ	1000	Removed from bid, no longer using
19	BOWL, 12 OZ, NO LIP	Styrofoam soup bowl, 12 oz without lip, unlaminated	CASE	DART 12SJ20	500	\$1.78
20	BOWL, 10 OZ, NO LIP	Styrofoam soup bowl, 10 oz without lip, unlaminated	CASE	DART 10B20	1000	\$2.03
21	LID, SOUP BOWLS	Vented lid to fit bid items 19 and 20	CASE	DART 20JL	1000	\$1.78
22	BOWL, 20 OZ, DINNERWARE	Black 20 oz styrofoam bowl, laminated, square dinnerware	CASE	GENPAK SQ70	500	\$2.29
23	LID, 20 OZ BOWL	Clear plastic lid to fit bid item 22, good snap fit	CASE	GENPAK SQ97	500	\$2.29

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
24	BOX, PIZZA 16"	Corrugated white pizza box, graphic on lid, 16" x 16" x 1.87"	CASE	STRONGHAVEN CSB16WK	50	\$1.52
25	BOX, PIZZA 7"	Corrugated pizza box, clear window, stock print, 7" x 7" x 1.5"	CASE	ARVCO	250	Removed from bid, no longer using
26	CARDBOARD CIRCLE 16"	16" corrugated cardboard circle	CASE	STRONGHAVEN PCB16WK	125	\$1.78
27	CONTAINER, DEEP CLAMSHELL	Clear plastic hinged container, 1 compartment, approximate 7.8" x 5.3" x 3"	CASE	DART C19UT1	250	\$1.88
28	CONTAINER, MEDIUM CLAMSHELL	Clear plastic hinged container, 1 compartment, approximate 7.6" x 7.6" x 2.9"	CASE	DART C90PST1	250	\$2.03
29	CONTAINER, SMALL CLAMSHELL	Clear plastic hinged container, 1 compartment, approximate 8.2" x 3.8" x 2.8"	CASE	DART C19UT1	250	\$2.03
30	CONTAINER, PAPER SOUP	Paper soup container, combo pack with lid, 8 oz, stock design	CASE	DOPECO 18263	250	Removed from bid, no longer using
31	CONTAINER, SMALL FOAM	Black foam food container, 5" x 5" x 3", insulated, hinged, rounded, pressed foam rib bottom	CASE	DART 50HT1	500	Removed from bid, no longer using
32	CONTAINER, CLEAR SALAD	Clear plastic salad container, 1 compartment, 6.5" x 5" x 1"	CASE	PARPAK 21896	1000	\$2.03
33	CONTAINER, CLEAR NACHO	Clear plastic nacho container, 2 compartment with corner compartment to hold 3.5 oz, 6.5" x 5" x 1.5", minimum 10 mil.	CASE	PARPAK 21897	1000	\$2.03
34	LID, CONTAINERS	Clear plastic lid to fit items 32 and 33	CASE	PARPAK 21939	1000	\$2.29
35	CONTAINER, 3 COMPARTMENT	Black foam 3 compartment container, hinged, 9" x 9" x 3.25", 1 large and 2 small compartments	CASE	GENPAK 203VW-3L	200	\$1.78
36	COVER, BUN PAN RACK	Cover for bun pan rack, plastic for food, approximate size 52" x 80", on roll	CASE	INTEPLAST BRC52X80	50	\$1.78

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
37	CUP, 2 OZ PORTION	Poly cup, 2 oz portion, round base, firmly constructed top to bottom, translucent	CASE	DART 200PC	2500	\$2.03
38	LID, 2 OZ CUP	Lid for bid item 37, good snap fit, non-slotted	CASE	DART 200PCL	2500	\$2.03
39	CUP, 4 OZ SQUARE	Black plastic 4 oz. cup, square with lip	CASE	PARPAK 21927	2500	\$1.78
40	CUP, 6 OZ SQUARE	Black plastic 6 oz. cup, square with lip	CASE	PARPAK 21860	2000	Removed from bid, no longer using
41	LID, 4 OZ CUP	Lid for bid items 39 and 40, good snap fit, non-slotted	CASE	PARPAK 29332	2500	\$2.54
42	CUP, 8 OZ RECTANGLE	Black plastic 8 oz portion cup, rectangle with lip, 12.5 mil	CASE	PARPAK 21980	1000	\$2.03
43	LID, 8 OZ RECTANGLE	Lid for bid item 42, good snap fit, non-slotted	CASE	PARPAK 21879	1000	\$2.03
44	CUP, 5 OR 5.5 OZ	Plastic cup, 5 or 5.5 oz, squat/portion, round base, firmly constructed top to bottom, clear or translucent	CASE	DART 550PC	2500	\$2.03
45	LID, 5 OR 5.5 OZ CUP	Lid for bid item 44, good snap fit, non-slotted	CASE	DART 400PCL	2500	\$2.29
46	CUP, 8 OZ FOAM	8 oz foam cup	CASE	DART 8J8	1000	\$1.78
47	LID, 8 OZ CUP	Lid for bid item 46, good snap fit, vented	CASE	DART 8JL	1000	\$1.52
48	CUP, 16 OZ CLEAR	Clear plastic 16 oz cup, must have fitted insert and flat lid available	CASE	FABRIKAL NC16S	1000	\$2.29
49	CUP, 12 OZ CLEAR	Clear plastic 12 oz cup, must have fitted insert and flat lid available	CASE	FABRIKAL NC12S	1000	\$2.29
50	INSERT, 2 OZ	Clear plastic 2 oz insert for bid items 48 and 49	CASE	FABRIKAL C14	1000	\$2.29
51	LID, 12 AND 16 OZ CUPS	Clear plastic lid to fit bid items 48 and 49, good snap fit	CASE	FABRIKAL LKC16/24F	1000	\$2.29

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
52	CUP, 12 OZ FOAM	12 oz foam cup	CASE	DART 12J12	1000	Removed from bid, no longer using
53	LID, 12 OZ FOAM CUP	Vented lid to fit bid item 52, good snap fit	CASE	DART 12JL	1000	Removed from bid, no longer using
54	CUP, 10 OZ FOAM	10 oz foam cup, thin walled, super insulating, hot drink graphics	CASE	DART 10J10H	1000	Removed from bid, no longer using
55	LID, 10 OZ FOAM CUP	Vented lid for bid item 54, good snap fit	CASE	DART 10JL	1000	Removed from bid, no longer using
56	CUP, 16 OZ FOAM	16 oz foam cup	CASE	DART 16J16	1000	\$2.29
57	CUP, 20 OZ FOAM	20 oz foam cup	CASE	DART 20J16	500	Removed from bid, no longer using
58	LID, 16 OZ AND 20 OZ FOAM CUP	Slotted lid for bid items 56 and 57, good snap fit	CASE	DART 16SL	1000	\$2.03
59	CUP, 1 OZ PAPER	1 oz paper portion cup, pleated	CASE	GENPAK F100	5000	\$2.03
60	DISH, 8 OZ CASSEROLE	Black foam 8 oz casserole dish for hot food	CASE	DART 8CDBQR	1000	\$2.03
61	LID, CASSEROLE	Dome lid to fit bid item 60, good snap fit	CASE	DART CL8CD	1000	\$2.29
62	DISH, 5 OZ DESSERT	5 oz round dessert dish, clear, flat bottom, squat, must have domed lid to fit with 1.75 oz hole in top	CASE	FABRIKAL DE5	1000	Removed from bid, no longer using
63	LID, DESSERT, DOME	Domed lid for bid item 62, must have 1.75 hole in center of top, good snap fit	CASE	FABRIKAL DLKC16/24S	1000	Removed from bid, no longer using
64	LID, DESSERT, FLAT	Flat lid for bid item 62, good snap fit	CASE	FABRIKAL LKC16/24F	1000	Removed from bid, no longer using
65	FILM, PLASTIC	Polywrap plastic film, 18" x 2000', 50 gauge, semi-shrink, safety cutter blade, anti-fog, in dispenser box	ROLL	WESTERN 182	1	\$1.78

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
66	FILM, 12" X 12"	Perforated clear PVC film, 12" x 12", all purpose, 1600 sheets per roll, dispenser box	ROLL	AEP 30011212	1	\$1.78
67	FILM, 16" X 16"	Perforated clear PVC film, 16" x 16", all purpose, dispenser box	ROLL	AEP 30011616	1	\$1.78
68	FOIL, ALUMINUM	Aluminum foil, 18" x 500', heavy-duty, in cutter dispenser box	ROLL	WESTERN 297	1	\$1.78
69	FILTERS, COFFEE	Coffee filters	CASE	BUNN BNNTA	504	\$2.03
70	FOOD PAIL, ORIENTAL PINT	Oriental food pail, pint, no wire handle, stock print	CASE	ROCKTENN 16MWPAGODAM	450	Removed from bid, no longer using
71	LINER, CUPCAKE	Cupcake liners, baking paper, 4.5" diameter	PACKAGE	ROYAL RP200-45	500	Removed from bid, no longer using
72	LINER, PAN	White pan liner for baking, 16.375" x 24.375"	CASE	HANDIWACKS PL-25-1	1000	\$2.03
73	NAPKINS	Paper napkins, white, for dispenser, 8.5" x 13", cartridge type, single pull, vendor to supply dispensers at no charge	CASE	SCA DX900	6000	\$2.03
74	PACKET, NAPKIN & SPIKED STRAW	Napkin & spiked straw kit, wrapped in clear food grade film, single service	CASE	NUTRIBON 3656	1000	\$1.78
75	PACKET, SPORK, SPIKED STRAW, NAPKIN	Napkin, spork, spiked straw kit, wrapped in clear food grade film, single service	CASE	NUTRIBON 3608P	1000	\$1.78
76	PACKET, SPOON, SPIKED STRAW, NAPKIN	Napkin, spoon, spiked straw kit, wrapped in clear food grade film, single service	CASE	NUTRIBON 6013P	1000	\$1.78
77	PAPER, DELI, WHITE	Dry wax sandwich wrap, 15" x 15"	CASE	CUSTOM PKG PPC1515	3000	Removed from bid, no longer using
78	PAPER, DELI, RED CHECK	Dry wax deli paper, red check, 8" x 10.75", flat pack	CASE	CUSTOM PKG 8X10REDCHECK	5000	\$2.54

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
79	PAPER, PATTY	Treated patty paper, 5.5" x 5.5"	BOX	HANDIWACKS P-55	1000	Removed from bid, no longer using
80	PLATE, 6" FOAM	6" round plate, foam-laminated polystyrene, black	CASE	DART 6PBQR	1000	\$1.78
81	PLATE, 10"	10" Round plate, 3-compartment, foam-laminated polystyrene, black	CASE	GENPAK LAM13-3L	500	\$2.03
82	PLATTER	Black platter, foam-laminated polystyrene, approximately 7" x 9"	CASE	DART 9PRBQR	500	\$1.78
83	SCOOP, FRENCH FRY	Scoop for portioning and serving French fries, 4.5 oz, flat bottom	CASE	SCT 0723	1000	Removed from bid, no longer using
84	SCOOP, POPCORN CHICKEN	Scoop for portioning and serving food, approximate 4.5" x 4", "pop-up", flat bottom	CASE	SCT 45PINE	1000	Removed from bid, no longer using
85	STIRRER, COFFEE	Coffee stirrer, 5", poly, stripe	BOX	CARDINAL 50P	1000	\$1.02
86	STRAW, SPIKED	Puncture straw with slanted edge, polypropylene, individually wrapped, for use with sip pouch, approximately 5"	CASE	D & W SSW24-500R	12,000	\$2.03
87	STRAW, SLIM	Slim plastic milk straw, translucent, individually wrapped, approximately 5.25"	CASE	D & W MSW24-500S	12,000	Removed from bid, no longer using
88	STRAW, JUMBO	Jumbo plastic straw, translucent, individually wrapped, 7.75"	BOX	D & W DSJW24-500T	500	\$1.02
89	STRAW, JUMBO SHORT	Jumbo plastic straw, translucent, bulk, 5.75"	CASE	D & W JMSU50-250T	12,500	Removed from bid, no longer using
90	TOOTHPICKS	Round wood toothpicks	PACKAGE	ROYAL R820	800	\$1.02
91	TOOTHPICKS, FRILL	Long round wood toothpicks with frill, 3"	BOX	ROYAL R811W	1000	\$1.02

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
92	TRAY, SMALL CARRY	Paper carry tray, food grade paper, Kraft, 9.75" x 6" x 1"	CASE	SQP 9875	500	\$1.78
93	TRAY, LARGE CARRY	Paper carry tray, food grade coating, Kraft, checkered pattern inside in red, 10.5" x 7.5" x 1.5", side walls at 25% angle	CASE	SCT 05902/0590	250	\$1.78
94	TRAY, FOOD, ¼#	Black paper food tray, ¼#, coated, French fry type	CASE	SCT 30BK025	1000	\$1.78
95	TRAY, FOOD, ½#	Paper food tray, ½#, coated, red check design, approximate 2.125" x 3.5" x 1.625"	CASE	SQP 8708	1000	\$1.78
96	TRAY, FOOD, 1#	Paper food tray, 1#, coated, green check design, approximate 2.44" x 3.94" x 1.75"	CASE	SQP 8711	1000	\$1.78
97	TRAY, LUNCH, 5 COMPARTMENT	Black 5 compartment lunch tray, foam, double-laminated, packed in cardboard box, approximate 8.25" x 10.25" x 1"	CASE	GENPAK 10500-PW	500	\$1.78
98	TRAY, MEAT	Black shallow meat tray, styrofoam, approximate 8" x 7"	CASE	GENPAK 1020S-3L	500	Removed from bid, no longer using
99	TRAY, PIZZA SLICE	White wedge pizza tray, flat with fold-up sides, 1 mil, poly coated	CASE	ROYAL RPSH1000	1000	\$2.03
100	UTENSIL, FORK	Polypropylene fork, medium weight, white, approximate 6", nested in 100 count packs	CASE	NUTRIBON 3640	1000	\$1.78
101	UTENSIL, KNIFE	Polypropylene knife, medium weight, white, approximate 6.5", nested in 100 count packs	CASE	NUTRIBON 3641	1000	\$1.78
102	UTENSIL, TEASPOON	Polypropylene teaspoon, medium weight, white, approximate 5.75", nested in 100 count packs	CASE	NUTRIBON 3642	1000	\$1.78

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
103	UTENSIL, SOUP SPOON	Polypropylene soup spoon, medium weight, white, approximate 5.75", nested in 100 count packs	CASE	NUTRIBON 3643	1000	Removed from bid, no longer using
104	UTENSIL, FORK DISPENSER-TYPE	Fork refill for Smartstock dispenser	CASE	DIXIE DIXSSF21P	960	Removed from bid, no longer using
105	UTENSIL, KNIFE DISPENSER-TYPE	Knife refill for Smartstock dispenser	CASE	DIXIE DIXSSK21P	960	Removed from bid, no longer using
106	UTENSIL, SPOON DISPENSER-TYPE	Spoon refill for Smartstock dispenser	CASE	DIXIE DIXSSS21-	960	Removed from bid, no longer using
107	WRAP, FOIL, QUILTED	Foil wrap quilted with paper lining for hot sandwiches, 10.5" x 14"	CASE	VOLFLEX FS004	2500	\$2.03
108	WRAP, FOIL, INTERFOLD	Foil wrap, interfold, 9" x 10.5"	CASE	WESTERN 632	3000	Removed from bid, no longer using
109	GLOVE, POLYETHYLENE	Polyethylene gloves, single use, low density, USDA food grade, sizes Small, Medium, Large, and Xlarge	BOX	SAFETY-ZONE GDPE	1000	\$1.27
110	GLOVE, POLY BLEND	Multi-purpose poly-blend gloves, powder-free, close-fitting, USDA food grade, sizes Small, Medium, Large, and Xlarge, 10 boxes of 100 per case	CASE	TRADEX EF6510	1000	\$1.78
111	GLOVE, STRETCH VINYL	Multi-purpose stretch vinyl gloves, powdered, close-fitting, USDA food grade, sizes Small, Medium, Large, and Xlarge, 10 boxes of 100 per case	CASE	TRADEX VS5121W	1000	\$2.29
112	GLOVE, LATEX, 10"-12"	Latex gloves, flocked, lined, for cleaning and hand washing pots and pans, 10" – 12" length, sizes Small, Medium and Large	PACKAGE	SAFETY-ZONE GRFY	12 PAIR	\$2.03

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
113	GLOVE, LATEX, 15"-16"	Latex gloves, flocked, lined, for cleaning and hand washing pots and pans, elbow-length, 15" – 16" length, sizes Small, Medium and Large	PACKAGE	SAFETY-ZONE GNGF	12	\$2.03
114	HAIRNETS, HEAVY DUTY	Heavy duty hairnets, size 21", nylon, colors White and Brown	BAG	SAFETY-ZONE DPLW-21-1	100	\$1.52
115	HAIRNETS, LIGHT WEIGHT	Light weight hairnets, size 22", colors White, Brown, and Black	BOX	SAFETY-ZONE DPLW-22-COLOR	144	\$1.52
116	HAT, CHEF	Beret type chef hat, black, disposable	CASE	ROYAL	1000	Removed from bid, no longer using
117	LINER, CAN 33 GALLON	Can liner, 33 gallon capacity, USDA food grade, 33" x 39", 12 microns	CASE	FORTUNE PINELLAS01	250	\$1.52
118	LINER, CAN 56 GALLON	Can liner, 56-60 gallon capacity, USDA food grade, 43" X 46", 13 microns	CASE	FORTUNE PINELLAS02	200	\$1.52
119	PAD, SCOURING	Medium duty scouring pad, commercial grade, 100% nylon, 6" x 9	CASE	ROYAL S960	60	\$1.52
120	WIPER, FOODSERVICE	Foodservice wiper, 13" x 21", thick, soft, absorbent	CASE	HOSPECO FS-N8120	200	\$2.54
121	DISPENSER, FORK	Smartstock dispenser for forks, bid item 104	EACH	DIXIE DIXSSFPDSP	1	Removed from bid, no longer using
122	DISPENSER, KNIFE	Smartstock dispenser for knives, bid item 105	EACH	DIXIE DIXSSKPDSP	1	Removed from bid, no longer using
123	DISPENSER, SPOON	Smartstock dispenser for spoons, bid item 106	EACH	DIXIE DIXSSPDSP	1	Removed from bid, no longer using
124	DISPENSER CAROUSEL	Carousel to hold 3 Smartstock cutlery dispensers	EACH	DIXIE DIXSSC3	1	Removed from bid, no longer using

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
125	DISPENSER CAROUSEL FLOOR STAND	Floor stand to hold Smartstock dispenser carousel	EACH	DIXIE DIXSSBASE08	1	Removed from bid, no longer using
126	DISPENSER FLOOR STAND WHEELS	Wheels for Smartstock dispenser floor stand, pack of 4	PACK	DIXIE DIXSMRTSTKWHL	1	Removed from bid, no longer using
127	DISPENSER, NAPKIN, TOWER	Napkin dispenser, single pull, black tower type on stand, for bid item 73	EACH	SCA 32XPS	1	\$1.02
128	DISPENSER, NAPKIN, TABLE TOP	Napkin dispenser, single pull, black tabletop, for bid item 73	EACH	SCA 32XPT	1	\$1.02
129	DISPENSER, NAPKIN, COUNTER TOP	Napkin dispenser, single pull, black countertop, for bid item 73	EACH	SCA 32XPC	1	\$1.02
130	FILM 14" STRETCH	Stretch film, auto wrapper, 72 gauge minimum, must fit "Workhorse Wrapper", 14" x 4000'	ROLL	AEP 35181400	1	Removed from bid, no longer using
131	FILM 17" STRETCH	Stretch film, auto wrapper, 72 gauge minimum, must fit "Workhorse Wrapper", 17" x 4000'	ROLL	AEP 35181700	1	\$2.03
132	BAG SEALING SYSTEM	Bag sealing system to include bag stand and sealer for sealing poly bags on header with tape	EACH	ECON-O-PAC EPAC4	1	\$2.54
133	BAG, COLD	Poly cold bags on header, 9" x 11" x 2.5", must fit bid item 132	CASE	ECON-O-PAC BB91GNV	3000	\$2.03
134	SEALING TAPE	Produce sealing tape for dispenser use, 3/8" x 180 yard, must have 5 different colors, for use with bid item 132	ROLL	CANTECH 222 COLORS	1	\$0.51
135	TRAY, FOAM, LARGE	Black foam tray, 9.25" x 7.25" x 1.125"	CASE	GENPAK 4D	500	\$1.83
136	TRAY, FOAM, SMALL	Black foam tray, processor grade, heavy duty, 6.25" x 6.25" x 1.125"	CASE	GENPAK TR02RT-3L	500	Removed from bid, no longer using

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
137	SANDWICH WEDGE	Clear hinged container, sandwich wedge, small, 4.4" x 2.6" x 3.3"	CASE	Parkpak 21507	500	\$2.54
138	BEARD COVERS	White, breathable, one size fits most	CASE	Tradex BRD1000	1000	\$1.88
139	FOIL BAG "SIMPLY FRESH"	Bag-Foil, imprinted 1 color green "Simply Fresh", 6.5" x 1.5" x 7.75"	CASE	Specialty Packaging 9060019	1000	\$2.54
140	BLACK 2 COMP. CONTAINER	2 compartment microwave safe container, black, 8 3/4" x 6 1/8" x 2"	CASE	Genpak FPR232-3L	300	\$2.54
141	LID, CLEAR FOR 2 COMP. CONTAINER	Clear Lid for FPR232-3L bid item 140, height 9/16"	CASE	Genpak FPR922	300	\$2.54
142	CONTAINER, HOAGIE CLAMSHELL	Clear hinged container	CASE	Douglas Stephens B10	500	\$2.03
143	CUP, 5 OZ.	Translucent cup	CASE	Dart Y5	2500	\$2.54
144	CUTLERY CONTAINER W/ LID	Poly food safe container	EACH, 1 CONTAINER & LID	San Jamar MP12	1	\$0.42
145	TRAY, HOTDOG	Paper fluted hotdog tray	CASE	Hoffmaster 610740	3000	\$2.03
146	UTENSIL, FORK INDIVIDUALLY WRAPPED	Fork, polypropylene medium weight, black individually wrapped	CASE	Nutribon 3970	1000	\$2.54
147	UTENSIL, SPOON INDIVIDUALLY WRAPPED	Spoon, polypropylene medium weight, black individually wrapped	CASE	Nutribon 3972	1000	\$2.54

BID ITEM #	DESCRIPTION	ITEM SPECIFICATION	BID UNIT	BRAND/ PRODUCT CODE	VENDOR PACK SIZE	FIXED FEE PER BID UNIT (SHIPPING CARTON)
148	UTENSIL, KNIFE INDIVIDUALLY WRAPPED	Knife, polypropylene medium weight, black individually wrapped	CASE	Nutribon 3971	1000	\$2.54
149	UTENSIL, SOUP SPOON INDIVIDUALLY WRAPPED	Soup spoon, polypropylene medium weight, black individually wrapped	CASE	Nutribon 3973	1000	\$2.54

Note:

Bid item no. 13 & 120 have been added back to the bid.

Bid item no. 142 – 149 have been added as the original bid allows the District to add new items to the bid after contract award as needed.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-962-093-RN

**Bid Title:** Garbage & Trash Collection Service for Unincorporated Areas

**Original Bid No:** 15-962-055

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:** 10/25/16 thru 10/24/18  N/A - One Time Purchase

**Contract Value:** \$ 600,000.00

**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**

Reason for Submittal to Board Under Separate Cover:

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

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

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

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

**CATEGORY ONE:**

**PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC.**

Provide recycling collection services to school facilities in the unincorporated areas of Pinellas County. The prices below indicate the cost to provide recycling collection service for one container in each category in this matrix for one week. Prices entered in this matrix constitute the basis for billing, and adding or removing containers from service requirement. Figures represent firm, net prices for the contract period.

Container Size	Number of pick-ups per week for ONE container				
	1X	2X	3X	4X	5X
6 yard (cardboard)	\$7.23	\$14.61	\$21.83	\$29.06	\$36.28
8 yard (cardboard)	\$7.71	\$15.42	\$23.13	\$30.84	\$38.55

Special pick up price for 1 yard of recyclable waste on an “as required” basis. **\$ 5.02**

**CATEGORY TWO:**

**REPUBLIC SERVICES OF FLORIDA, L.P. (V-22345) D/B/A REPUBLIC SERVICES OF TAMPA**

Provide garbage and trash collection services to school facilities in the unincorporated areas of Pinellas County. The prices below indicate the cost to provide garbage and trash collection service for one container in each category in this matrix for one week. Prices entered in this matrix constitute the basis for billing, and adding or removing containers from service requirement. Figures represent firm, net prices for the contract period.

Container Size	Number of pick-ups per week for ONE container				
	1X	2X	3X	4X	5X
2 yard	\$ 13.62	\$24.63	\$35.63	\$46.64	\$57.65
3 yard	\$15.07	\$28.38	\$41.46	\$54.67	\$68.06
4 yard	\$16.30	\$32.68	\$47.27	\$61.86	\$76.43
6 yard	\$22.96	\$41.12	\$59.30	\$77.46	\$95.62
8 yard	\$27.15	\$48.89	\$70.64	\$92.38	\$114.12

**Special pick-up price per yard: \$ 10.04**

(Special pick-up excludes carpet and other bulky materials or hazardous waste.)

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-968-091-RN

**Bid Title:** Intrusion Detection System Installations

**Original Bid No:** 16-968-041

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:** 10/27/16 thru 10/26/17  N/A - One Time Purchase

**Contract Value:** \$ 500,000.00

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

**Renewal Options:**

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

\* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

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

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

**MISSION CRITICAL SOLUTIONS OF TAMPA, INC.**

Provide labor and materials, equipment to install intrusion detection systems per plans and specifications. Provide maintenance and repair services on an as needed basis.

	<b><u>Description</u></b>	<b><u>Hourly Price</u></b>
1.	Hourly Rate for Lead Technician	43.25
2.	Hourly Rate for Helper	26.25
3.	Hourly Rate for Engineer (To include CD, as-builts, CAD)	18.75
4.	Hourly Rate for Project Management	18.75
	<b><u>Part Description</u></b>	<b><u>Unit Prices</u></b>
<b><u>DSC/TYCO</u></b>		
5.	Control Panel: DSC/Tyco MaxSys w/ cabinet plus necessary modules, Model # PC4020NK	215.77
6.	LCD Keypad : DSC/Tyco MaxSys Programmable-Message, Model # LCD4501	103.61
7.	Glassbreak Detector: DSC/Tyco Addressable, Model # AMA - 100	34.6
8.	Motion Detector: DSC/Tyco w/ Pet Immunity, Model # LC103PIMSKW	52.69
9.	Hardware Zone Expander: DSC/Tyco (8) Zone, Model # PC4108A	56.06
10.	Hardware Zone Expander: DSC/Tyco (16) Zone, Model # PC4116	88.07
11.	Power Supply/Relay: DCS/Tyco MaxSys, Model # 4204	69.97
12.	Power Supply/Relay: DCS/Tyco MaxSys, Model # 4204CX	91.43
13.	Module: DCS/Tyco MaxSys Low Current Output Module, Model # PC4216	64.08
14.	Module: DSC/Tyco MaxSys Data Interface, Model Module #PC4401	72.68
15.	Module: DSC/Tyco MaxSys Telephone & Automation Control Module, Model # ESCORT 4580	91.25
16.	Receiver: DSC/Tyco MaxSys Wireless, Model # RF4164-443	155.76
17.	Panic Button: DSC/Tyco 1-Button, Model # 4938	32.58
18.	Large Cabinet: DSC /Tyco Max sys Cabinet, Model #PC4001C	44.30
19.	<b>Percentage Discount from DCS/Tyco Retail Price List for Parts, Supplies and Equipment not listed.</b>	50%
<b><u>GE</u></b>		
20.	Door Contact: GE Recessed w/ wire lead, Model # Utc 1076C-M	9.25
21.	<b>Percentage Discount from GE Retail Price List for Parts, Supplies and Equipment not listed.</b>	40%
<b><u>BOSCH</u></b>		
22.	Door Contact: Bosch Model #ISN-CMET-4418	12.50
23.	Door Contact: Bosch Model #ISN-C66	18.02
24.	<b>Percentage Discount from Bosch Retail Price List for Parts, Supplies and Equipment not listed.</b>	40%
<b><u>DITEK</u></b>		
25.	Circuit Protector: Ditek, Model DTK- 4LVPSCP	55.78
26.	Circuit Protector: Ditek, Model DTK-1F	10.03
27.	Circuit Protector: Ditek, Model DTK-1F31X	13.89
28.	Circuit Protector: Ditek, Model DTK-AC31X	69.38

29.	Circuit Protector: Ditek, Model DTK-APK1	34.72
30.	Circuit Protector: Ditek, Model DTK-APKIP	62.51
31.	Circuit Protector: Ditek, Model DTK-MRJ31XSCPWP	26.39
32.	<b>Percentage Discount from Ditek Retail Price List for Parts, Supplies and Equipment not listed.</b>	40%
	<b><u>Part Description</u></b>	<b><u>Unit Prices</u></b>
	<b>MISCELANEOUS</b>	
33.	¾" EMT Conduit (per 10')	4.89
34.	1 ½" EMT Conduit (per 10')	16.46
35.	2" EMT Conduit (per 10')	19.42
36.	¾" Rigid Conduit (per 10')	14.87
37.	1 ½" Rigid Conduit (per 10')	35.45
38.	2" Rigid Conduit (per 10')	44.09
39.	¾" PVC Conduit (per 10')	2.24
40.	1 ½" PVC Conduit (per 10')	5.43
41.	2" PVC Conduit (per 10')	6.90
42.	Wiremold V700 (3/4" X 21/32")	12.60
43.	Wiremold V500 (3/4" X 17/32")	11.18
44.	Data Fiber Converters	347.14
45.	Fiber Patch Cords	9.51
46.	Wire: 18 Gauge – 2 Conductor 1000' roll	79.93
47.	Wire: 18 Gauge – 2 Conductor (Plenum) 1000' roll	86.42
48.	Wire: 18 Gauge – 2 Conductor (Direct Burial) 1000' roll	133.24
49.	Wire: 18 Gauge – 4 Conductor 1000' roll	153.84
50.	Wire: 18 Gauge – 4 Conductor (Plenum) 1000' roll	150.13
51.	Wire: 18 Gauge – 4 Conductor (Direct Burial) 1000' roll	235.60
52.	Wire: 22 Gauge – 2 Conductor 1000' roll	52.28
53.	Wire: 22 Gauge – 2 Conductor (Plenum) 1000' roll	50.63
54.	Wire: 22 Gauge – 2 Conductor (Direct Burial) 1000' roll	322.90
55.	Wire: 22 Gauge-4 Conductor 1000' roll	80.07
56.	Wire: 22 Gauge-4 Conductor (Plenum) 1000'roll	88.57
57.	Wire: 22 Gauge-4 Conductor (Direct Burial) 1000' roll	235.04
58.	Wire: 22 Gauge-6 Conductor 1000' roll	111.39
59.	Wire: 22 Gauge-6 Conductor (Plenum) 1000'roll	125.46
60.	Wire: 22 Gauge-6 Conductor (Direct Burial) 1000'roll	278.20

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-968-094-RN

**Bid Title:** Concrete Slabs & Walkways: Installed

**Original Bid No:** 15-968-065

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:** 11/09/16 thru 11/08/17  N/A - One Time Purchase

**Contract Value:** \$ 335,000.00

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

**Renewal Options:**

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

\_\_\_\_\_

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

**UNITED TILE CONTRACTORS OF FLORIDA, INC. (V-8063)**

The bid selected a qualified “**Flat Work Concrete Specialty Contractor**” to provide all labor, materials, equipment and supervision necessary to perform the installation of concrete sidewalks, slabs, footers, driveways, driveway aprons, combination curb and gutters as well as other such types of “flat work” concrete installations at various facilities county wide, per specifications.

DESCRIPTION	UNIT PRICE
Concrete Sidewalk ( matching existing grade) - 4” X 5’ wide w/ synthetic fiber reinforcement, installed	\$3.40/sq. ft.
Concrete Sidewalk (placed directly on ground) - 4” X 5’ wide w/ synthetic fiber reinforcement, installed	\$3.15/sq. ft.
Concrete Slab - w/ 6”X6” wire mesh reinforcement – 4” X 10’ X 25’ without footer, installed	\$3.15/sq. ft.
Concrete Slab (monolithic) - 4” X 10’ X 25’ - w/ 6”X6” wire mesh reinforcement, to include a continuous 18” X 18” footer, w/ (2) #5 rebar, installed	\$3.25/sq. ft.
Concrete Driveway Apron – 8” x 20’ X 25’ - w/ 6”X6” wire mesh reinforcement, to include (1) 20’ X 18” X 18” “bell” footer, w/ (3) #5 rebar, installed	\$3.50/sq. ft.
Reinforced Concrete Curb (cast in place) - 6” X 24” X 100 LF w/ (2) # 5 rebar, installed	\$12.50/lf. ft.
Sod Removal & Grading - For installation of sidewalks, slabs & driveways (includes mobilization & debris removal from site)	\$0.03/sq. ft.
Demolition of Existing 4” X 5’ Concrete Sidewalk (includes mobilization, grading & debris removal from site)	\$.90/sq. ft.

**LABOR PRICING:**

**Labor only for the occasional times the District will provide the parts and materials for the project.** .

All fees, charges and expenses of any kind, including travel portal to portal shall be factored into labor prices.

**Labor Rates Only – District Provides Parts and Materials**

<i><b>Straight Time (M-F 7:00 am to 4:00 pm)</b></i>	<i><b>Unit Prices</b></i>
• Journeyman, or Supervisor per hour	\$25.00
• Helper, per hour	\$15.00
 <i><b>Nights and Weekends – After normal hours.</b></i>	
• Journeyman, or Supervisor per hour	\$37.50
• Helper, per hour	\$22.50
 <i><b>Emergencies Nights and Weekends – After normal hours.</b></i>	
<i>(Emergency repair calls during normal working hours are billed at normal rates)</i>	
• Journeyman, or Supervisor per hour	\$37.50
• Helper, per hour	\$22.50
 <b>Discounted Rate in Percentage:</b> Provide our discounted rates for any parts or materials should the District purchase the supplies from your company/	
	% 15

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-165-054-RN

**Bid Title:** Color Point / Low Temp Serving Line Equipment

**Original Bid No:** 16-165-030

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:** 12/11/16 thru 12/10/17       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

**Renewal Options:**

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

\* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

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

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

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

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

**TRIMARK STRATEGIC FOODSERVICE DESIGN EQUIPMENT AND SUPPLIES (V-19419)**

Provide and deliver **Color Point / Low Temp Serving Line Equipment** to the Walter Pownall Service Center, Food Service Warehouse per bid specifications.

<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
1.	Color Point / Low Temp Steam Table Model EF5-CPA	\$11,165.48
2.	Color Point / Low Temp Steam Table Model EF6-CPA	13,295.97
3.	Color Point / Low Temp Frost Top Model 36-CFT	9,600.25
4.	Color Point / Low Temp Frost Top Model 50-CFT	11,111.27
5.	Color Point / Low Temp Frost Top Model 60-CFT	12,185.55
6.	Color Point / Low Temp Frost Top Model 66-CFT	12,852.20
7.	Color Point / Low Temp Frost Top Model 74-CFT	13,907.41
8.	Color Point / Low Temp Frost Top Model 84-CFT	14,652.38
9.	Color Point / Low Temp Frost Top Model 96-CFT	15,450.56
10.	Color Point / Low Temp Solid Top Model 28-ST	5,100.32
11.	Color Point / Low Temp Solid Top Model 36-ST	5,662.56
12.	Color Point / Low Temp Solid Top Model 50-ST	6,790.05
13.	Color Point / Low Temp Solid Top Model 60-ST	8,104.29
14.	Color Point / Low Temp Solid Top Model 66-ST	8,642.43
15.	Color Point / Low Temp Cashier Stand Model 28-CSE	3,332.28
16.	Color Point / Low Temp Cashier Stand Model 36-CSE	3,525.04
17.	Color Point / Low Temp Cashier Stand Model 50-CSE	4,797.11
18.	Color Point / Low Temp Cashier Stand Model 60-CSE	6,072.19
19.	Color Point / Low Temp Cashier Stand Model 66-CSE	6,418.57
20.	Color Point / Low Temp Cashier Stand Model 28-CSS	3,332.28
21.	Color Point / Low Temp Cashier Stand Model 36-CSS	3,525.04
22.	Color Point / Low Temp Cashier Stand Model 50-CSS	4,797.11
23.	Color Point / Low Temp Cashier Stand Model 60-CSS	6,072.19
24.	Color Point / Low Temp Cashier Stand Model 66-CSS	6,418.57
25.	Color Point / Low Temp Drop-In Glass Heated Shelf Model GHT-28	1,173.68
26.	Color Point / Low Temp Drop-In Glass Heated Shelf Model GHT-42	1,404.60
27.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-1D	677.70
28.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-2D	1,206.81
29.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-3D	1,582.30
30.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-4D	1,931.70
31.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-5D	2,176.67
32.	Color Point / Low Temp Super Efficient – Super Hot Drop-In Model DI-EF-6D	2,560.20

**Discount for Balance on Product Line: N/A**

Note: Daisy chain and load center option to be priced per job. Electrical requirements will be determined at time of purchase.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-968-092-RN

**Bid Title:** Variable Frequency Drive Repairs

**Original Bid No:** 16-968-038

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:** 10/29/16 thru 10/28/17  N/A - One Time Purchase

**Contract Value:** \$ 125,000.00

**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:** 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)**

Provide labor, materials and equipment to repair Variable Frequency Drives, on an as needed basis, county wide, per specifications. This contract establishes both fixed hourly labor rates and firm percentage discounts for all materials and parts for the contract period as specified herein.

	<b>DRIVETECH, INC.</b> <b>(V-10877)</b>	<b>RJH TECHNICAL SERVICES, INC.</b> <b>(V-22528)</b>
<b>Labor Rates:</b>		
• Hourly Labor Rate, Straight Time	\$ 95.00	\$70.00
• Hourly Labor Rate, Overtime	\$125.00	\$70.00
<b>Discount off of retail price for parts:</b>		
• Graham	0%	15%
• Toshiba	0%	20%
• ABB	10%	15%
• Yaskawa	10%	15%

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: October 25, 2016**

**Bid No:** 17-785-072-RN

**Bid Title:** Diplomas

**Original Bid No:** 14-785-050

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:** 11/12/16 thru 11/11/19  N/A - One Time Purchase

**Contract Value:** \$ 50,000.00

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

**Renewal Options:**

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

\_\_\_\_\_

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

**Requested By:** Rita Vasquez **Buyer:** Clair Stapleton  
**Title:** Executive Director, High School Education

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

**HERFF JONES, INC.**

Diploma will be 6" x 8", embossed on good quality ivory parchment paper and includes State of Florida gold seal, gold stamp and approximately 1" diameter.

High School diplomas will be ordered each year in exact quantities needed by individual schools. Included on each sheet should be the names of the Board Chair, the Superintendent, the student's name, Principal's name, date and place. Delivery of these diplomas is to be no later than two weeks prior to dates provided for end semester January and (1) one month June graduations. Vendor will be notified of these dates by August of each year.

**Unit cost =\$1.21 each**

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid No:** 17-071-095-SC

**Bid Title:** Buses, Propane

**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:** \$ 4,262,400.00

**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

**\* Rationale/Reason**

Utilizing Florida Department of Education bid #2016-01

Reason for Submittal to Board Under Separate Cover:

\_\_\_\_\_

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

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

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

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

Provide and deliver forty (40) new **2018 Propane School Buses** with all features selected by the PCSB Transportation Department, in accordance with pricing and specifications listed in the Florida Department of Education bid.

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

Description	Quantity	Unit Price	Extended Price
Blue Bird 71 Capacity Type-C Conventional propane bus w/o Braun lift (BBCV 3507S)	40	\$83,181.00	\$3,327,240.00
[C1A] Front Tow Hooks	40	\$32.00	\$1,280.00
[C1B] Rear Tow Hooks	40	\$49.00	\$1,960.00
[C2] Spare Disc Wheel	40	\$200.00	\$8,000.00
[C3] Auto Trans Warranty (5-year/unlimited miles)	40	Standard	\$0.00
[C4] 75-100 Gallon Fuel Tank	40	\$500.00	\$20,000.00
[C5] Low Profile Radial Tires	N/A	N/A	N/A
[C6] 270 Amp L/N 4864 Alternator	40	Included	\$0.00
[C10] Air Ride Rear Suspension	40	\$1,212.00	\$48,480.00
[C11] Silicon Only Heater and Engine Coolant Hoses	N/A with Propane	N/A	N/A
Driver/Operator Panel and Kit	40	200.00	8,000.00
[B4] 77" High Headroom	40	Standard	\$0.00
[B5B] PA with Radio	40	\$525.00	\$21,000.00
[B12] Full Perforation Ceiling Panel	40	\$600.00	\$24,000.00
[B13] Bus Lockup System	40	\$251.00	\$10,040.00
[B21] Driver's Seat w/ Integrated Seat Belt	40	\$460.00	\$18,400.00
[B25] Track Seating	N/A	N/A	N/A
Additional Seon Day/Night Video Camera (5 per bus)	40	\$1,100.00	\$44,000.00
Seon Digital Plus 8-Channel, Day/Night Recording, 1 Camera (TX8)	40	\$2,400.00	\$96,000.00
MCC (Carrier) Blue Bird	40	\$8,972.00	\$358,880.00
MCC (Carrier) A/C Extended Warranty	40	Included	\$0.00
MCC (Carrier) Air Conditioning - Propane Prep. Package	40	Included	\$0.00
Ford 6.8L LPI, 362 HP, Ford 6R140 Transmission	40	\$4,400.00	\$176,000.00
GPS & Installation (Synovia) Kit w/ Antenna, I/O Expander and Wiring Harness, 8 Inputs, Panic button, Synovia (5-Year Warranty, Outright purchase of Hardware)	40	\$1,100.00	\$44,000.00
Sur-Lock Wheelchair Restraints FF612S-4C7	N/A	N/A	N/A
Conv. Package - Cup Holder, Glove Box, Driver Console Compartment	40	\$165.00	\$6,600.00
Delivery	40	\$963.00	\$38,520.00
Delivery - Additional Propane	40	\$250.00	\$10,000.00
<b>Total for 40 propane buses w/o lift</b>			<b>\$4,262,400.00</b>

<b>Total Price for 40 new 2018 Propane buses without lift</b>	<b>\$4,262,400.00</b>
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**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE**

School Board of Pinellas County, Florida

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School Board Meeting of: **October 25, 2016**

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**Bid File No:** 17-205-080-SS

**Bid File Title:** Sole Source Software License

**Contract Period:** 01/01/17 thru 07/31/19  N/A - One Time Purchase

**Contract Value:** \$ 171,365.51

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

**\* Rationale/Reason**

Edmentum has the right to sell, distribute, and market Plato Courseware and, with limited exceptions, is the sole source and sole provider of Plato Courseware. .

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

**Requested By:** Dywayne Hinds **Buyer:** Lindsey Bennett  
**Title:** Executive Director Middle School Education

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

**EDMENTUM, INC. V-30905**

**Bay Point Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 947 Students	1	31 months	15,500.00
	Bay Point Middle School Subtotal		\$15,500.00

**Morgan Fitzgerald Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 1,077 Students	1	31 months	23,250.00
	Morgan Fitzgerald Middle School Subtotal		\$23,250.00

**Pinellas Park Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 1238 Students	1	31 months	23,250.00
	Pinellas Park Middle School Subtotal		\$23,250.00

**Safety Harbor Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 1,204 Students	1	31 months	23,250.00
	Safety Harbor Middle School Subtotal		\$23,250.00

**Tarpon Springs Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 866 Students	1	31 months	15,500.00
	Tarpon Springs Middle School Subtotal		\$15,500.00

**Azalea Middle School**

<b>Description</b>	<b>Quantity</b>	<b>License Term</b>	<b>Extended Price</b>
Plato Courseware Secondary Academic Library-Site 1,014 Students	1	22 months	11,000.00
	Azalea Middle School Subtotal		\$11,000.00

**Carwise Middle School**

Description	Quantity	License Term	Extended Price
Plato Courseware Secondary Academic Library-Site 1,114 Students	1	22 months	11,916.67
Carwise Middle School Subtotal			\$11,916.67

**Palm Harbor Middle School**

Description	Quantity	License Term	Extended Price
Plato Courseware Secondary Academic Library-Site 1,367 Students	1	22 months	16,500.00
Palm Harbor Middle School Subtotal			\$16,500.00

**Seminole Middle School**

Description	Quantity	License Term	Extended Price
Plato Courseware Secondary Academic Library-Site 1237 Students	1	22 months	16,500.00
Seminole Middle School Subtotal			\$16,500.00

**John Hopkins Middle School**

Description	Quantity	License Term	Extended Price
Plato Courseware Secondary Academic Library-Site 637 Students	1	22 months	16,500.00
John Hopkins Middle School Subtotal			\$16,500.00

Description	Quantity	License Term	Extended Price
Customer Loyalty Discount	1	31 Months	-17,801.16
Edmentum Educator Advantage Onsite Full Day Session – Services Delivery Year: Year 1	4		8,000.00
Edmentum Educator Advantage Onsite Full Day Session – Services Delivery Year: Year 2	4		8000.00
Subtotal			\$-1,801.16
<b>TOTAL:</b>			<b>\$171,365.51</b>

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 To Pay by Credit Card Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 236652  
 Customer Name: Pinellas County Bd Of Ed  
 Billing Address: PO Box 2942  
 Largo, FL 33779-2942

Products and Services

BAY POINT MIDDLE SCHOOL

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 947 Students	1	1/1/2017	7/31/2019	31	\$15,500.00
BAY POINT MIDDLE SCHOOL Subtotal:					\$15,500.00

Morgan Fitzgerald Middle Sch

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1077 Students	1	1/1/2017	7/31/2019	31	\$23,250.00
Morgan Fitzgerald Middle Sch Subtotal:					\$23,250.00

Pinellas Park Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1238 Students	1	1/1/2017	7/31/2019	31	\$23,250.00
Pinellas Park Middle School Subtotal:					\$23,250.00

Safety Harbor Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1204 Students	1	1/1/2017	7/31/2019	31	\$23,250.00
Safety Harbor Middle School Subtotal:					\$23,250.00

Tarpon Springs Middle School

Products	Quantity	License	License	License Term	Extended
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Date: 6/22/2016  
 Order Number: 10430334  
 Revision: 2  
 Order Form Expiration Date: 10/28/2016

ORDER FORM

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 To Pay by Credit Card Call 214 294.9901 or e-mail creditcardprocessing@edmentum.com

	Quantity	Start Date	End Date	(In Months)	Price
Plato Courseware Secondary Academic Library - Site 866 Students	1	1/1/2017	7/31/2019	31	\$15,500.00
Tarpon Springs Middle School Subtotal:					\$15,500.00

Azalea Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1014 Students	1	10/14/2017	7/31/2019	22	\$11,000.00
Azalea Middle School Subtotal:					\$11,000.00

Carwise Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1114 Students	1	10/14/2017	7/31/2019	22	\$11,916.67
Carwise Middle School Subtotal:					\$11,916.67

Palm Harbor Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1367 Students	1	10/14/2017	7/31/2019	22	\$16,500.00
Palm Harbor Middle School Subtotal:					\$16,500.00

Seminole Middle School

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Plato Courseware Secondary Academic Library - Site 1237 Students	1	10/14/2017	7/31/2019	22	\$16,500.00
Seminole Middle School Subtotal:					\$16,500.00

John Hopkins Middle School

Products	Quantity	License	License	License Term	Extended
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ORDER FORM

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 To Pay by Credit Card Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

	Quantity	Start Date	End Date	(In Months)	Price
Plato Courseware Secondary Academic Library - Site 637 Students	1	10/14/2017	7/31/2019	22	\$16,500.00
John Hopkins Middle School Subtotal:					\$16,500.00

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Customer Loyalty Discount	1	**	**	31	-\$17,801.16
Edmentum Educator Advantage Onsite Full Day Session - Services Delivery Year: Year 1	4	***	***		\$8,000.00
Edmentum Educator Advantage Onsite Full Day Session - Services Delivery Year: Year 2	4	***	***		\$8,000.00
Subtotal					-\$1,801.16

Subtotal:	\$171,365.51
Estimated Tax	\$0.00
Total US Funds	\$171,365.51

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) with respect to all other licenses, promptly after we have accepted your signed Order Form, we will confirm to you the applicable Start Date for your software license(s)  
 \*\*\* Services are purchases with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years

Order Notes

This purchase includes any state specific courses where applicable.  
 Net 45 Terms for Payment Schedule

Invoicing and Payment Terms

Payment Due Date	Amount
Net 45	\$8,000.00
2/14/2017	\$91,849.42
11/14/2017	\$71,516.09
Total:	\$171,365.51

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.





Date: 6/22/2016  
 Order Number: 10430334  
 Revision: 2  
 Order Form Expiration Date: 10/28/2016

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 To Pay by Credit Card: Call 214 294 9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1 877 519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved As To Form:

  
 \_\_\_\_\_  
 School Board Attorneys Office



The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby we (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("Order Form")) (1) license rights to use our software products for a fixed term, (2) hardware for use with the software products, or (3) professional services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

**1.0 SOFTWARE** The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

**1.1 General License Terms** All software license rights that we grant you are specifically subject to the following general terms and conditions:

**1.1.1** All licenses are non-exclusive, non-transferable and non-assignable.

**1.1.2** We either own or have licensed from third parties all rights necessary to grant the licenses being granted to the Software and Documentation. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

**1.1.3** All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy> which is expressly made a part of this Agreement.

**1.1.4** Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

**1.1.5** We reserve the right to terminate the access to any Software to the extent we end life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

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

or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without our prior written permission.

**1.3 Subscription Software Operability:**

**1.3.1 Maintenance and Access.** During the Subscription Period, we will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

**1.3.2 Outage Periods.** The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Subscription Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

**1.4 System Requirements.** Our System Requirements document (found at <http://www.edmentum.com/support>) ("System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

**1.5 Responsibility for User Activity.** You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use, and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

**1.6 Intellectual Property**

**1.6.1 Reservation of Rights.** The Software we are

providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users

**1.6.2 Rights to Customer Data.** As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy.

**1.6.3 Suggestions** We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Software

#### **1.6.4 Custom Learning Paths**

**a. Rights to Custom Learning Paths.** Certain Software allows you to customize the sequencing of instructional content to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

**b. Our Use of Your Learning Paths.** We may use Your Learning Paths and may provide them to our other customers.

**c. Customer Created, Modified or Stored Content** Certain of our products enable you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

**1.7 Limited Warranty for Software Products.** Subject to the terms of Section 4.6, we warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If we breach this express warranty, we will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) accept the return of the affected Software and refund you the portion of your purchase price attributable to the returned product proportionate to the period remaining on your contract. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. **EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE.**

## **2.0 THIRD PARTY SOFTWARE, HARDWARE AND SERVICES.**

The following terms and conditions will apply to all Third Party Software that is included in any of the Software Products you have

licensed from us and all Third Party Software, Hardware and services listed on the Order Form

**2.1 Subject to Third Party's Warranties and Terms** Third Party Software and Hardware products and services are distributed by us as a licensor or reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD PARTY SOFTWARE, HARDWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD PARTY SOFTWARE, HARDWARE OR SERVICES AS SUCH SOFTWARE, HARDWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

**2.2 Warranty Claims** We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. This is our sole obligation relative to these products or services

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

**3.1 Mutual Cooperation.** You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services

**3.2 Scheduling Changes Caused by You.** You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

**3.3 Scheduling Changes Caused by Us.** If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

#### **3.4 Acceptance of Services and Warranty.**

**3.4.1 Warranty and Acceptance.** We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10 day period, your acceptance of the Professional Services will be considered final

**3.4.2 Failure to Cure.** If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated services.

**3.4.3 Sole remedies.** The remedies specified in this section 3.4 are your only Professional Services related remedies.

**3.5 Compliance with Workplace Rules.** We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

**3.6 Subcontractors** We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services

## 4.0 GENERAL TERMS

### 4.1 Fees and Payment

**4.1.1 Fees** You agree to timely pay all amounts due to us as shown on the Order Form Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non-cancellable and non-refundable.

**4.1.2 Taxes** Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

**4.1.3 Acceptance.** All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provision of this Agreement.

### 4.2 Confidentiality

**4.2.1 Definition of Confidential Information.** "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential Confidential Information includes the Customer Data, the Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public, (b) was known to the Receiver prior to its disclosure by the Discloser, (c) was independently developed by the Receiver; (d) is received from a third party; or (e) is public under Florida law.

**4.2.2 Protection.** The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain of our servers, SAN and/or cloud backups.

**4.2.3 Compelled Disclosure.** If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure

**4.2.4 Remedies** If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

### 4.3 Indemnities.

**4.3.1 Our Indemnification of You.** Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises

b. **For Infringement:** Our indemnity covers Claims alleging that your use of the Software in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent, or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining order period

**4.3.2 Your Indemnification of Us.** Subject to the conditions described below and section 4.6, and to the extent allowed by §.768.28.F.S., you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Software in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or students negligence or intentional misconduct

**4.3.3 Conditions** These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim

**4.3.4 Exclusive Remedies** Our and your exclusive indemnification responsibilities are stated in this section 4.3

**4.4 Care of Customer Data** We will make periodic backups of Customer Data entered using our Subscription Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

**4.5 Force Majeure.** The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife,

or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

#### 4.6 Disclaimers, Limitations and Exclusions.

**4.6.1 Warranty Disclaimer** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**4.6.2 Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION

**4.6.3 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**4.7 U.S. Governmental Users.** The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

#### 4.8 Term and Termination

**4.8.1 Term of this Agreement.** This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

**4.8.2 Termination for Cause.** A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

**4.8.3 Outstanding Fees.** Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

**4.9 Surviving Provisions.** The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0

**4.10 Assignment** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**4.11 Student/Parent Consents.** You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software.

**4.12 Entire Agreement** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

**4.13 Governing Law** This Agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situated require that the laws of the State where your situated apply, in which case they will, without regard to the conflict or laws rules.

**4.14 Third Parties.** There are no third-party beneficiaries to this Agreement.

**4.15 Notices** All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

**4.16 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**4.17 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

**4.18 Waiver.** No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

#### 5.0 DEFINITIONS

- "Concurrent License" means a Subscription License that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- "Course Enrollment" shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.

- **"Consumable License"** means a Subscription License to a single course assigned to a single, Named User. Prior to the Learner Preview Date, a Consumable License may be reassigned to a different Named User, or designated as unassigned and available for future use. The Subscription Period for a Consumable License begins when the course content is first accessed by the Named User and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- **"Documentation"** means technical specifications identified in this Agreement
- **"Hardware"** means a hardware product marketed by us which is listed on the Order Form and is intended to be used in connection with Software provided by us
- **"License Period"** means the period of time during which you will have access to the Software you license under this Agreement. This period will begin with the Start Date identified in the applicable Order Form, and (unless earlier revoked in accordance with this Agreement) will last for the duration of the Subscription Period following the Start Date.
- **"Named User"** means a specific User identified by name and designated as the sole User of specific license
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement.
- **"Reusable License"** means a Subscription License whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other User at any time until reassigned to another Named User.
- **"Software"** means online educational software that we make available either via our Internet-based learning management system (for Subscription Software) or via readable media or electronic download (for Perpetual Software).
- **"Professional Services"** means the services we provide to you to assist in your implementation, on-going use of the Software or our Academy services, as applicable.
- **"Software"** means software marketed by us which is listed on the Order Form. The term "Software" includes both our Software and Third Party Software.
- **"Site License"** means a Subscription License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Subscription Software"** means Software licensed for a specified period of time (the Subscription Period).
- **"Subscription Period"** means the License Period for Subscription Software as identified on the Order Form.
- **"Third Party Software"** means software we acquire from a third party producer for distribution to our customers under licensing terms and conditions specified by the producer.
- **"Users"** means individuals you authorize to use Software and supply (or authorize us to supply) user identifications and passwords for and for which you've purchased an adequate quantity of licenses. Users may include your students and their parents to the extent permitted and in accordance with the roles as defined in the Documentation
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., Archipelago Learning, Inc., Educational Options, Inc. or Education City, Inc.).

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

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid File No:** 17-480-090-SS

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

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

**Contract Value:** \$ 101,600.00

**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 distribution rights to these materials.

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

**Requested By:** Jane E. Golding **Buyer:** Clair Stapleton  
**Title:** Director Exceptional Student Education Department

**Recommended award by vendor as follows:**

**AMERICAN READING COMPANY V23216**

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
8 Elementary Schools	IRLA Starter Kit	\$8,750.00	\$70,000.00
	Program Materials	2,200.00	17,600.00
	Software Subscriptions	1,750.00	14,000.00
	<b>TOTAL:</b>		<b>\$101,600.00</b>

**For Schools Listed Below:**

Bardmoor Elementary School, Bay Point Elementary School, Mount Vernon Elementary School, New Heights Elementary School, Pinellas Park Elementary School, 74<sup>th</sup> Elementary School, Sutherland Elementary School and Woodlawn Elementary School.

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

School Board of Pinellas County, Florida

School Board Meeting of: **October 25, 2016**

**Bid File No:** 17-480-085-SS

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

**Contract Period:** 10/25/16 thru 10/25/17

N/A - One Time Purchase

**Contract Value:** \$ 64,099.56

**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 distribution rights of this software.

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

**Requested By:** Natasa Karac **Buyer:** Clair Stapleton  
**Title:** ESOL Specialist

**Recommended award by vendor as follows:**

**HOUGHTON MIFFLIN HARCOURT V-33888**

<u>PART #</u>	<u>ISBN #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>	<u>TOTAL</u>
3016402	9780545822886	English 3D Course B Volume 1 Issues Book	150	\$16.95	\$2,542.50
3015729	9780545822909	English 3D Course B Volume 2 Issues Book	150	16.95	2,542.50
3009105	9780545822930	English 3D Course B Volume 2 Language & Writing Pro	150	24.95	3,742.50
3009177	9780545823067	English 3D Course B Volume 1 Language & Writing Pro	150	24.95	3,742.50
3021976	9781328006349	English 3D Course B Volume 1 and 2 Teaching Materials	8	629.80	5,039.20
6002367	9781328006646	English 3D Course B Volume 1 and Volume 2 Class Set, National	1	18,500.00	18,500.00
3027441	9780545452359	Deluxe Start Up Classroom and PD Package	1	16,616.00	16,616.00
3011244	9780545629737	ISSUES Book Course, Course II	130	14.95	1,943.50
3020563	9780545629751	Language & Writing Portfolio, Course II	130	22.95	2,983.50
3012375	9780545630696	English 3D Instructional Materials Pack, Course C	7	485.00	3,395.00
		Shipping & Handling (5.00%)	1		3,052.36
				<b>TOTAL:</b>	<b>\$64,099.56</b>