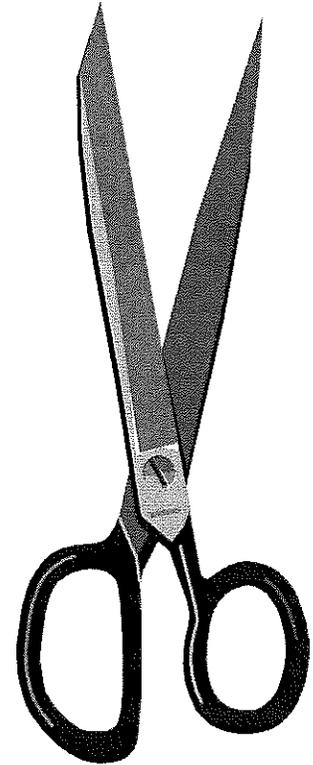


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	15-480-086
BID TITLE:	DIGITAL CATALOG DISCOUNTS
DUE DATE/TIME:	OCTOBER 31, 2014 @ 3 P.M. E.T.
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT School Board of Pinellas County 301 Fourth Street S.W. Largo, FL 33770-3536



Please Note:

As a registered vendor with the Pinellas County School District you should obtain any and all bidding documents by logging into our website with your secured User ID and password. @ <https://vendorapp.pinellas.k12.fl.us>. We strongly recommend that you use only this website to obtain our bidding documents to be assured of receiving all subsequent notifications.

Once you have opened and viewed the bid document from our website you will automatically receive an e-mail notifying you when an amendment (addendum) has been issued. Any such amendments will be posted on the same website listed above. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of amendments by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The district will not be responsible if you fail to receive any and all amendments if you obtain the original bid document from another source.

SUBMIT BID TO: School Board of Pinellas County, Florida 301 – Fourth Street S.W. Largo, Florida 33770-3536	PURCHASING DEPARTMENT	INVITATION TO BID
BID TITLE: DIGITAL CATALOG DISCOUNTS	BID NO. 15-480-086	
F.O.B. DESTINATION POINT: All District Facilities throughout Pinellas County	BUYER: Nancy Gaesser (727) 588-6147	ISSUE DATE: October 6, 2014
BID DUE DATE AND TIME: October 31, 2014 @ 3 P.M. E.T.	BID OPENING ROOM: A318	

SUBMITTALS:
 Certain **Submittals** are required with this bid. See the **SUBMITTALS CHECKLIST** found later in the bid document for details. Submit **Two (2) complete copies** (1 original & 1 copy) of your bid proposal. Each bid proposal should include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

USE OF FEDERAL FUNDS: If the District intends to utilize Federal funds to make purchases from this bid, one or more of the paragraphs listed below from the General Bid Terms & Conditions will be checked. Paragraphs not checked below will not apply to this bid.
 Paragraph 54 Paragraph 55 Paragraph 56 Paragraph 57 Paragraph 58 Paragraph 59 Paragraph 60

PURCHASING CARDS: Not applicable to this bid
 District personnel may choose to use a Visa™ Purchasing Card in place of a purchase order to make purchases from this bid. Unless exception to this condition is checked below, the bidder, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.
 I do not accept the above condition

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5)): - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Bidder:
 A. A signed bid submitted to the School Board obligates the bidder to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the bidder's proposal.
 B. Bids received after the date & time specified will not be accepted.

Delivery days after receipt of order: _____ Date Submitted: _____ Payment Terms _____

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____ FEIN: _____
 Address: _____ Telephone: () - Ext. _____
 City, State: _____ Zip: _____ FAX: () - _____

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

Signature of Owner or Authorized Officer/Agent _____ E-mail: _____
 Typed Name of Above: _____ Title: _____

- NO BID:** I hereby submit a "no bid" for the reasons checked below:
- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Could not meet Insurance requirements |
| <input type="checkbox"/> Addenda were received too late to respond | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Our schedule will not permit us to respond |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> We do not bid directly |
| <input type="checkbox"/> Keep our company on this bid list for future bids | <input type="checkbox"/> Remove our company name from this bid list for future bids |

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

1. PREPARATION OF BIDS:

- a) **Bidder's Liability:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.
- b) **Submittal of Bids: BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your bid invitation packet should be affixed to the outside of your envelope identifying it as a **sealed bid**. Any company not responding to this request with either a bid or a "NO BID" *may be removed from the active bidders list*.
- c) **Receipt of Bids:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **purchasing department** by the specified due date and time. **LATE BIDS WILL BE REJECTED!**
- d) **Minimum Required Documents:** The following documents must be returned with your bid proposal to be considered responsive:
 - i) Completed **Invitation To Bid** form with original signature. (page 1)
 - ii) Completed **Bid Proposal** form(s)
 - iii) All items checked **required** on **Submittals Checklist** form included with the bid.
- e) **Forms:** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the bidder may submit an attachment which will become part of the bid response. The Invitation to Bid Form 852-A **must** be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected. Telegraph, Facsimile (FAX) or e-mail bids will not be considered a sealed bid.
- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) **Freight Terms:** All items are to be bid **FOB destination** with all transportation charges prepaid and included in the bid prices and title transferring to the district at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's proposal.
- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their

model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

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

2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed to the buyer whose name appears on the front of the **Invitation To Bid** form or to individuals specifically named in the **Special Conditions** or **Personnel Matrix** sections of the bid. The buyer will assist vendors and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary. Requests for interpretation of the bid or additional information should be communicated to the buyer in writing no later than seven (7) working days prior to the scheduled bid opening date. Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, prebid conference attendees, firms who have picked up plans and specifications, historical bid data or bid tabulations** within (48) hours from receipt of a request. Vendors are encouraged to visit our Web site at the address shown below

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

to obtain this information, or it may be obtained in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form to allow him or her ample time to compile the information for you before you arrive. If you have Internet access, the following information is available from the Web sites listed below 24 hours per day, 7 days per week. . :

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

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

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

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

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:

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

4. AMENDMENT & CANCELLATION:

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

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

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

6. QUALIFICATIONS OF BIDDER:

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

business and technical organization, equipment, financial and other resources, or experience of the bidder, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

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

8. NON COLLUSION:

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

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

The district reserves the right to retain all copies of bidders' proposals and associated documentation submitted. Under Chapter 119 F.S., (Florida's Public Records Law) sealed bids or proposals received by the district pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or until 30 days after the bid or proposal opening, whichever is earlier. If a vendor feels that public scrutiny of certain information contained in its bid proposal could be detrimental to its business, the vendor should identify the specific information in question and cite the governing statute and section which exempts such material from public scrutiny. A general statement to hold its entire proposal in confidence will not be honored. If the information in question does not qualify for an exemption under Chapter 119 F.S., the vendor will have the option of withdrawing its request for confidentiality or withdrawing its entire bid proposal.

10. SUBCONTRACTING:

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

11. INTELLECTUAL PROPERTIES:

Any discovery, invention or work product produced under this contract shall be the sole and exclusive property of the District. The bidder surrenders any and all claims of any kind, type or nature, including but not limited to patent rights, copyrights and rights in data, developed under this contract.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133 (d), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY 3** for a period of 36 months from the date of being placed on the convicted vendor list”.

13. PROPOSAL PREPARATION COSTS:

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

14. VARIANCE TO BID DOCUMENTS:

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

15. ADDENDA TO BIDS IN PROCESS:

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

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

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

17. SAFETY REQUIREMENTS:

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

18. MATERIAL SAFETY DATA SHEETS:

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

19. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

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

20. MANUFACTURER'S CERTIFICATION:

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

21. BID QUANTITIES:

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

22. METHODS OF AWARD:

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

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

23. DELIVERY LEAD TIME:

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

24. TAXES:

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

25. FISCAL NON-APPROPRIATIONS CLAUSE:

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

26. BID SAMPLES:

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

27. PROMPT PAYMENT DISCOUNTS:

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

28. TIE BIDS:

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

29. ERRORS AND OMISSIONS:

In the event a clerical error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their

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

30. BASIS OF AWARD OF BIDS:

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

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

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

31. REJECTION OF BIDS:

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

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

32. NOTICE OF INTENT TO AWARD BIDS:

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

33. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Copies of this procedure are included in the bid document and are also available @ www.pinellas.k12.fl.us/purch/bidaward.html or from the purchasing department at the Largo Administration Building Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

34. NOTIFICATION OF BID AWARD:

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

35. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original

purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

36. PRESS RELEASES AND PUBLICITY:

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

37. POINT OF CONTACT:

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

38. ASSIGNMENT OF CONTRACT:

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

39. LICENSES AND PERMITS:

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

40. CONDITION OF ITEMS:

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

41. INSPECTION:

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

42. PACKAGING:

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

43. PATENTS AND COPYRIGHTS:

The bidder agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including without limitation attorneys' fees and costs, for use of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished or used in

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

performance of the contract for which the contractor is not the patentee, assignee or licensee.

44. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Pinellas County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

1. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
2. Violation of law, statute, ordinance, governmental administrative order, rule or regulation by contractor in the performance of the work; or
3. Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be affected by any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts or any statutory bar. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board, and will, at the request of the Board, supply certificates evidencing such coverage.

This article will survive the termination of the Contract.

45. STANDARDS OF CONDUCT

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

46. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

47. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the bid specifications, within 5 calendar days of receipt. All materials or

products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays.

Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers are included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

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

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

49. RETURNED MERCHANDISE:

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

50. INVOICES AND PAYMENT TERMS:

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

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

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

51. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause which shall include without limitation the failure of the vendor to

GENERAL TERMS & CONDITIONS

School Board Adopted 12/08/09
Revised 3/20/12 and 7/24/12

comply with any provision of this contract. Prior to the district terminating a contract, the Director of Purchasing will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, it is determined that sufficient grounds exist to declare the vendor in default, the Superintendent (or designee) shall provide the vendor written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. If the nature and scope of the breach would allow for a cure within 10 days, the notice shall inform the vendor of its right to cure the default within the ten (10) days following receipt of the notice. If the breach is not cured within said 10 day period, the Superintendent (or "designee") shall serve a written notice of termination on the vendor, which shall become effective upon the vendor's receipt of such notice. The failure of either party to exercise its rights shall not be considered a waiver of such rights in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor. If bid performance security was required with the bid, the district may elect to execute the performance security as liquidated damages. If bid performance security was not required, the bidder shall pay to the district, as liquidated damages, an amount equal to 5% of the total estimated value of the item(s) in question or \$25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A vendor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the district for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active bidders list. Either party may terminate the contractual relationship between them, including the obligation for payments for goods or services not yet delivered, without cause by sending ninety (90) days written notice to the other party.

52. RENEWAL OF BIDS:

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

53. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

55. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):
All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies only if checked on **Invitation to Bid** form, page 1).

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

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

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

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

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

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

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

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

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

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). (Applies only if checked on **Invitation to Bid** form, page 1)

61. VARIANCE IN CONDITION:

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

SPECIAL CONDITIONS

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

SCOPE

The Pinellas County School Board (PCSB) is the 7th largest school district in the state of Florida, located on the Gulf Coast with 150 schools and more than 106,000 students. The purpose and intent of this invitation to bid are to establish a fixed discount off catalog price from a variety of vendors' web based catalogs to facilitate small denomination purchases (<\$6,000.00), and to establish and document each vendor's freight and payment terms for such purchases.

1. There is no specific list of items for this bid. We are requesting proposals for a firm discount off the online "catalog prices" published by your company. The website shall be commercially available and if there is a customized web page for PCSB, it shall mirror the commercial online catalog and provide for applicable discounts and net pricing.
2. The "Online Catalog" shall be monitored by PCSB and at its sole discretion reserves the right to terminate the agreement, if in their opinion; the online catalog reflects unacceptable increases.
3. Tailgate delivery is acceptable for small packages and parcels 70 pounds or under and should be included in your net price FOB Pinellas County. Schools are not equipped with loading docks, therefore, quotes on larger shipments are to include inside delivery, with the carrier responsible for offloading trucks, and these cost will be disclosed at time of ordering.
4. The PCSB will publically post these discounts on our website for ease of accessibility to our staff. Our website shall also include special terms and conditions required by the Vendor such as catalog reference numbers. By submitting your bid, you authorize PCSB to use your logo on its web page to provide a direct link to your catalog.
5. Discounts shall apply to orders generated by a District purchase order, orders generated by an internal school or facility Purchase Order, and orders placed on our District-wide "P" cards.
6. Proposer may submit one or more online catalogs and discount schedules based on the product mix of the catalog. In general, any online catalog offering must have at least 50% of the overall items offered in a particular classification to be considered a specialty catalog, otherwise it will be considered a General Line catalog (A or B). PCSB reserves the right to accept, reject or determine the appropriate classification of online catalogs submitted.
 - a. General Line Office / Classroom: Broad mix of items with no particular emphasis on a single category. Catalog may be segmented with different product lines, but, the catalog itself is all inclusive.
 - b. General Line / MRO: Hardware, custodial, shop supplies, etc.
 - c. Classroom Art Supplies / Equipment: General or Manufacture's Catalog is dedicated to specialty art materials.
 - d. Audio Visual Supplies / Equipment: General or Manufacture's Catalog is dedicated to specialty Audio Visual materials associated with projectors, cameras, etc.
 - e. Physical Education (PE) / Playground, Sports & Athletics. General or Manufacture's Catalog is dedicated to specialty PE/Playground, Sports or Athletics materials. This includes all items that are common to the school playground and PE.
 - f. Health and Medical Supplies & Equipment: General or Manufacture's Catalog is dedicated to specialty health, medical, & first aid materials.
 - g. Classroom Science Supplies & Equipment: General or Manufacture's Catalog is dedicated to specialty technology materials, including computer peripheral equipment.

CONTRACT PERIOD

The Contract Period shall commence on January 1, 2015, and end December 31, 2019. Discounts shall remain firm for this period and shall include **ALL** freight and handling charges unless otherwise specified on Bid Proposal Form.

SPECIAL CONDITIONS

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

CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at an **average** of \$50,000.00, **per vendor** for the four-year contract. This is only an **estimate** and the actual amount could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

SPECIAL CONDITIONS

1. **QUALIFICATIONS:** Proposers must meet the following minimum qualifications to be considered a “Responsible” Proposer hereunder.
 - a. Proposer **MUST** have an electronic catalog posted on a website in order to participate in this bid. Discount(s) shall be taken off the published online prices. The Online Catalog and list pricing offered will be extended to a broad customer base and not unique to PCSB.
 - b. If access to electronic catalogs is password protected to produce an individualized catalog, the Proposer is responsible for managing the enrollment process.
2. **SUBSTITUTIONS:** Substitution of other brands for items other than what is ordered is prohibited. In the event an ordered item is discontinued by the manufacturer the Contractor must provide written notification to PCSB that the item has been discontinued. The Contractor must file a written request with the Buyer and be granted approval on any suggested substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.
3. **NEW MANUFACTURE:** Except where remanufactured is specifically requested, all items must be new and currently manufactured model of the best quality and highest grade workmanship, carry the manufacture’s standard warranty as a minimum, and be equal to the specifications listed. Unless stated otherwise, used, remanufactured, refurbished, or reconditioned products are unacceptable.
4. **FUEL SURCHARGE:** “Fuel Surcharges” shall **never** be charged to the PCSB. Any invoices referencing a “Fuel Surcharge” will be rejected and left unpaid until a corrected invoice is sent. During this time, no “late fees or penalties” shall be imposed on the PCSB. Multiple infractions regarding this charge may be grounds for the vendor to be removed from our list of “active” vendors.

BID CONTENT & SUBMITTAL

Two (2) complete copies (1 original & 1 copy) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals required or requested in this bid. Incomplete bid proposals may be declared non-responsive. Please refer to the Submittal Checklist on page 19 for a list of required or requested submittals.

AWARD

The Purchasing Department cannot control the use of or the unsolicited distribution of printed catalogs to our employees. With this in mind, this bid is **not** intended to limit the type or number of catalogs from which employees may order materials and supplies, but rather to accomplish two (2) goals:

1. Establish discounts and freight terms commensurate with our potential purchasing volume;
2. Document the terms of purchase for each vendor.

An award will be made to each vendor who responds to this invitation offering a discount(s) of online catalog prices. No award will be made to vendors who utilize 3rd party catalogs to solicit sales.

SPECIAL CONDITIONS

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

DISCOUNTS

Bids shall be submitted in the form of a **percentage discount deducted from** online catalog prices.

ADDITIONAL CHARGES

All additional charges such as installation or freight must be fully disclosed on the Bid Proposal Form provided. Any other charges not specifically listed should be delineated under “**OTHER EXCEPTIONS**”. Charges not listed on the bid proposal form will not be honored.

PURCHASING VOLUME

It is not possible to predict the volume of sales any vendor might receive from this bid. The decision from whose online catalog to order rests with the requestor. No volume of sales is guaranteed nor implied. For statistical information purposes, the Pinellas County School District has 150 schools with a total Pre K-12 Enrollment of 116,305 students.

BACKGROUND SCREENING

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

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to:

<http://fieldprintflorida.com/>

For a full submission (fingerprinting and badge) use code FPPCSVendors. For a badge only (badge replacement) use code FPPCSBadge.

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

NON-EXCLUSIVE AGREEMENT

This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

WARRANTY

All items purchased from this bid shall carry the manufacturers' standard warranty, unless otherwise specified.

SPECIAL CONDITIONS

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

BUSINESS HOURS & DAYS OF OPERATION

Regular School Year

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

Summer

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

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

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

HOLIDAY BREAKS

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

Thanksgiving, 2014	November 26 thru November 28, 2014
Winter Break, 2014:	December 22, 2014 thru January 2, 2015
Spring Break, 2015:	Schools: March 30 thru April 3, 2015 Administrative Offices: March 30 thru April 3, 2015

KEY EVENTS & DATES:

- October 6, 2014 Bid notice e-mailed to prospective bidders & bidding documents posted on the NovusVendor Web Site
- October 24, 2014 Last Day to request additional information or clarification
- October 31, 2014 **Proposals due in Purchasing @ 3 p.m. E.T.** Public bid opening to follow immediately thereafter in Room A318, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.
- November 3 – 7, 2014 Evaluate bids and make selection of vendor(s).
- November 7, 2014 Recommendation For Award Submitted to Director of Purchasing by Buyer.
- *On or About third Monday in November Notice of Intent to Award posted in the purchasing department and on the department's Web site @ <http://www.pinellas.k12.fl.us/purch/bidaward.html>
- *2nd Tuesday in December Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent To Award and the Board approval date could both slip two weeks or more. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted. Additionally, the Board will not announce the December meeting date, or any future meeting dates, until their re-

SPECIAL CONDITIONS

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

organization meeting on November 18, 2014. At that time, the December meeting date with the Notice of Intent to Award posting date will be posted on the Purchasing internet page at <http://pcsb.org/Domain/187>

ADDITIONAL QUESTIONS/CLARIFICATIONS

Additional questions or clarifications regarding this Request for Proposal shall be directed in writing to the buyer listed on page 1 of this document by the end of the day listed on the Key Events & Dates table as the "***Last Day to request additional information or clarification***". Direct questions and clarifications to:

Nancy Gaesser, (727) 588-6147
gaessern@pcsb.org

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Proposal Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

FILLABLE BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid proposal will be posted along with the bid document on the district website in a protected Word file format which will enable you to type your responses on the forms. The file will be named **15-086bidforms**. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the **Submittals Checklist** near the end of this document for a complete list of requested and required submittals.

BID PROPOSAL FORM

Percentage discounts should apply to all items contained in the vendor's digital catalog. Exceptions should be noted in the space provided on the form. Four (4) Bid Proposal Forms have been included with this bid if bidding discounts for multiple digital catalogs. Please complete a separate form for each catalog.

VENDOR NAME:			
VENDOR QUOTE NUMBER (if applicable):			
DIGITAL CATALOG WEB ADDRESS:			
% DISCOUNT (-)			
DISCOUNT EXCEPTIONS: (Enumerate)			
MINIMUM ORDER: (to receive discounts)	\$		
GENERAL FREIGHT TERMS (Check all that apply)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles </td> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount </td> </tr> </table>	<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount
<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount		
EXCEPTIONS TO GENERAL FREIGHT TERMS:			
PRODUCT FIELDS YOUR CATALOG REPRESENTS:	<input type="checkbox"/> General Line/Office & Classroom <input type="checkbox"/> Audio Visual Supplies & Equipment <input type="checkbox"/> Health and Medical Supplies <input type="checkbox"/> Technology Supplies & Equipment <input type="checkbox"/> General Line/MRO Supplies <input type="checkbox"/> Art Supplies & Equipment <input type="checkbox"/> PE, Playground, Sports, & Athletics <input type="checkbox"/> Science Supplies & Equipment		
CONTACT PERSON:			
PHONE NUMBER:			
FAX NUMBER:			
E-MAIL ADDRESS:			

BID PROPOSAL FORM

Percentage discounts should apply to all items contained in the vendor's digital catalog. Exceptions should be noted in the space provided on the form. Four (4) Bid Proposal Forms have been included with this bid if bidding discounts for multiple digital catalogs. Please complete a separate form for each catalog.

VENDOR NAME:			
VENDOR QUOTE NUMBER (if applicable):			
DIGITAL CATALOG WEB ADDRESS:			
% DISCOUNT (-)			
DISCOUNT EXCEPTIONS: (Enumerate)			
MINIMUM ORDER: (to receive discounts)	\$		
GENERAL FREIGHT TERMS (Check all that apply)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$_____ minimum (specify) <input type="checkbox"/> within _____ miles </td> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount </td> </tr> </table>	<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$_____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount
<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$_____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount		
EXCEPTIONS TO GENERAL FREIGHT TERMS:			
PRODUCT FIELDS YOUR CATALOG REPRESENTS:	<input type="checkbox"/> General Line/Office & Classroom <input type="checkbox"/> Audio Visual Supplies & Equipment <input type="checkbox"/> Health and Medical Supplies <input type="checkbox"/> Technology Supplies & Equipment <input type="checkbox"/> General Line/MRO Supplies <input type="checkbox"/> Art Supplies & Equipment <input type="checkbox"/> PE, Playground, Sports, & Athletics <input type="checkbox"/> Science Supplies & Equipment		
CONTACT PERSON:			
PHONE NUMBER:			
FAX NUMBER:			
E-MAIL ADDRESS:			

BID PROPOSAL FORM

Percentage discounts should apply to all items contained in the vendor's digital catalog. Exceptions should be noted in the space provided on the form. Four (4) Bid Proposal Forms have been included with this bid if bidding discounts for multiple digital catalogs. Please complete a separate form for each catalog.

VENDOR NAME:			
VENDOR QUOTE NUMBER (if applicable):			
DIGITAL CATALOG WEB ADDRESS:			
% DISCOUNT (-)			
DISCOUNT EXCEPTIONS: (Enumerate)			
MINIMUM ORDER: (to receive discounts)	\$		
GENERAL FREIGHT TERMS (Check all that apply)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles </td> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount </td> </tr> </table>	<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount
<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount		
EXCEPTIONS TO GENERAL FREIGHT TERMS:			
PRODUCT FIELDS YOUR CATALOG REPRESENTS:	<input type="checkbox"/> General Line/Office & Classroom <input type="checkbox"/> Audio Visual Supplies & Equipment <input type="checkbox"/> Health and Medical Supplies <input type="checkbox"/> Technology Supplies & Equipment <input type="checkbox"/> General Line/MRO Supplies <input type="checkbox"/> Art Supplies & Equipment <input type="checkbox"/> PE, Playground, Sports, & Athletics <input type="checkbox"/> Science Supplies & Equipment		
CONTACT PERSON:			
PHONE NUMBER:			
FAX NUMBER:			
E-MAIL ADDRESS:			

BID PROPOSAL FORM

Percentage discounts should apply to all items contained in the vendor's digital catalog. Exceptions should be noted in the space provided on the form. Four (4) Bid Proposal Forms have been included with this bid if bidding discounts for multiple digital catalogs. Please complete a separate form for each catalog.

VENDOR NAME:			
VENDOR QUOTE NUMBER (if applicable):			
DIGITAL CATALOG WEB ADDRESS:			
% DISCOUNT (-)			
DISCOUNT EXCEPTIONS: (Enumerate)			
MINIMUM ORDER: (to receive discounts)	\$		
GENERAL FREIGHT TERMS (Check all that apply)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles </td> <td style="width: 50%; border: none; vertical-align: top;"> <input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount </td> </tr> </table>	<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount
<input type="checkbox"/> Free, Prepaid & Included <input type="checkbox"/> \$ _____ minimum (specify) <input type="checkbox"/> within _____ miles	<input type="checkbox"/> Prepaid & Added to Invoice <input type="checkbox"/> We bill % of total order. Add _____% to each order (specify) <input type="checkbox"/> We bill actual amount		
EXCEPTIONS TO GENERAL FREIGHT TERMS:			
PRODUCT FIELDS YOUR CATALOG REPRESENTS:	<input type="checkbox"/> General Line/Office & Classroom <input type="checkbox"/> Audio Visual Supplies & Equipment <input type="checkbox"/> Health and Medical Supplies <input type="checkbox"/> Technology Supplies & Equipment <input type="checkbox"/> General Line/MRO Supplies <input type="checkbox"/> Art Supplies & Equipment <input type="checkbox"/> PE, Playground, Sports, & Athletics <input type="checkbox"/> Science Supplies & Equipment		
CONTACT PERSON:			
PHONE NUMBER:			
FAX NUMBER:			

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____

SUBMITTALS CHECKLIST

Name of Bidder: _____

Signature of Buyer: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid **will be** declared non-responsive. **Submit Two (2) copies of your complete proposal, 1 original and 1 copy.**

Verified by Bidder	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Invitation to Bid Form 852-A.	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Proposal Forms	14-17

Items listed as **Requested** should be submitted at the time you submit your bid to facilitate the bid evaluation process, but will not be cause for declaring your bid non-responsive.

Verified by Bidder	Verified by Buyer	Verified by Evaluator	Description of Requested Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional)	20
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	21

DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

(vendor's signature)

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

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

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

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

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

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pinellas County District Schools

Bid Protest Procedure

A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the district decision or intended decision shall file with the director of purchasing or director of facilities a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the district decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
 - a) The district shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
 - b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable district rules before a person whose qualifications have been prescribed by rules of the district.
 - c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the district shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the district within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed district action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the district's proposed action is contrary to the district's governing statutes, the district's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed district action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended district action to reject all bids, the standard of review by an administrative law judge shall be whether the district's intended action is illegal, arbitrary, dishonest, or fraudulent.