



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

February 18, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

RE: Request Permission to "Piggy-Back" Volusia County
Bid #13-B-179KW, HVAC Supplies
The Ware Group d/b/a Johnstone Supply

We have been requested by Maintenance and Facility Services to seek permission to "piggy-back" Volusia County Bid #13-B-179KW for HVAC Supplies.

Per DOE Rule 6A-1.012(6) the District may make purchases at the unit prices in contracts awarded by other governmental agencies. Considering a competitive process was conducted by Volusia County that resulted in an award for HVAC Supplies and The Ware Group d/b/a Johnstone Supply is willing to extend (attached) the same terms and conditions of this bid to our District, it is my recommendation to "piggy-back" Volusia County's Bid #13-B-179KW. This contract has been reviewed and approved by Nancy Alfonso, School Board Attorney, on January 29, 2014.

At this time, we are requesting permission to "piggy-back" Volusia County's Bid #13-B-179KW and to place purchase orders not to exceed \$100,000 for the period of February 18, 2014 through January 8, 2015, utilizing general funds. The Purchasing Services Department will monitor and calculate all purchase orders to the above-referenced vendor to verify that the dollar limit is not exceeded.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

NW/dr

Attachments

Date/Time: February 12, 2014 08:37:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



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Purchasing Services

Arlene S. Zimney, CPPB, C.P.M., Acting Purchasing Agent

813/ 794-2222 Fax: 813/ 794-2111

727/ 774-2222 TDD: 813/ 794-2484

352/ 524-2222 e-mail: azimney@pasco.k12.fl.us

BID PIGGYBACK REQUEST
BID #13-B-179KW, Volusia County
BID TITLE: HVAC Supplies

Yes, I agree to allow the District School Board of Pasco County to piggyback Bid # 13-B-179KW, HVAC Supplies, under the same terms and conditions. The coverage period shall be effective from the contract dates of February 18, 2014 through January 8, 2015.

No, I do not agree to allow the District School Board of Pasco County to piggyback Bid # 13-B-179KW.

COMPANY NAME: The Ware Group dba Johnstone Supply

SIGNATURE: _____

Larry S Underwood

TYPED NAME AND TITLE Larry S Underwood, Government Account Sales Manager
(Person authorized to bind your company)

TELEPHONE (WITH AREA CODE): 813-758-7702

FAX NUMBER (WITH AREA CODE): ~~863-665-4707~~ 727-817-0034





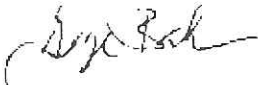

E-Mail Address: larry.underwood@johnstonewaregroup.com

DATE: January 28, 2014

The prospective bidder certifies, by submission and signature of this piggyback request form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

PLEASE FAX BACK TO:

DISTRICT SCHOOL BOARD OF PASCO COUNTY
ATTENTION: Debra Reaves, Buyer Assistant
PURCHASING DEPARTMENT
20430 GATOR LAND
LAND O' LAKES, FL 34638
(813) 794-22219 (PHONE)
(813) 794-2111 (FAX)

Date: 01/09/2014		AGENDA ITEM		Item: 12
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Budget Resolution	<input checked="" type="checkbox"/> Other	
Department: Financial And Administrative Services				
Division: Central Services				
Subject: Multiple awards of bid for HVAC supplies, 13-B-179KW.				
Rhonda Orr Deputy Director Financial and Administrative Services 	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Daniel D. Eckert County Attorney Director Legal Department 	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager 	
George Baker Director Central Services 	Tammy Bong Director Management and Budget  Approved as to Budget Requirements	Approved as to Form and Legality		
Council Action: Approved As Recommended				
Modification:				
Fund Number(s)::	Description:	Amount:		
999 Various	County Wide	\$80,000.00		
Total Item Budget: \$80,000.00				
Staff Contact(s):		Phone:	Ext.	
Rhonda Orr		386 943 7054	17054	
George Baker		386 254 1595	11850	
Summary/Highlights:				
The county received three bids for HVAC supplies for county facilities, as detailed on the attached tabulation sheet. A comparison of prices was done using a sample listing of those supplies most commonly used. To ensure items are available when needed, staff recommends a multiple award to the two lowest responsive and responsible vendors, Johnstone Supply and Tropic Supply, as primary vendors; and when items are unavailable form those two, to Grainger as backup vendor, for three years with two annual renewals. Staff estimates total expenditures to be approximately \$80,000 per year.				
Recommended Motion: Approval.				



Master Agreement

NO. 870 3781 - 1

TERM: 2014-01-09 to 2017-01-08

Page 1 of 1

Date Issued: 01/13/14

Vendor contact: Name: Steve Swann Phone: 850-524-2448 E-mail: steve.swann@johnstonewaregroup.com Ext.:	County contact: Name: KEVIN KANE Phone: 386-248-1760 E-mail: KKane@volusia.org Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: THE WARE GROUP, INC JOHNSTONE SUPPLY 1651 S. RIO GRANDE AVENUE ORLANDO, FL 32805		Vendor No. 08111900100 Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 13-B-179KW Award Date: 2014-01-09 Award Authorization: COUNCIL	Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org Ext.: Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: HVAC SUPPLIES in accordance with 13-B-179KW		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	03167	EA	HVAC Supplies per attached price list. 51% discount on all HVAC supplies not specifically listed.	0.00000

Jeaniene Jennings CPPB
 Purchasing & Contracts Director

County of Volusia
 Sales Tax Exemption Number
 85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non appropriation of funds, or non performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO or MA. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, the County, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Price Agreement (PA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is tax exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA. Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.



ATTACHMENT A - PRICE LIST
 REVISION 1
 13-B-179KW, HVAC SUPPLIES

Company Name: The Ware Group dba Johnstone Supply

Vendors shall fill out pricing for the representative sample of HVAC Supplies listed below.

Note: This information will be utilized as a basis for price comparison of like items between vendors.

Sample Item	Current Price	Percentage Discount	Cost to County
1" Duct Board (4x10) Case	\$279.80	51%	\$137.10
8" Flex Duct (R-Value = 8) 25' Box	\$62.69	51%	\$30.72
1/3 HP T.E. Condenser Fan Motor 230 volt, 1 Phase	\$108.06	51%	\$52.95
1/2 HP T.E. Condenser Fan Motor 230 volt, 1 Phase	\$120.31	51%	\$58.95
3/4 HP Blower Motor 230 volt, 1 Phase	\$155.00	51%	\$75.95
1/2 HP Blower Motor 230 volt 1 Phase	\$138.67	51%	\$67.95
40 VA Multi-tap Transformer	\$13.55	51%	\$6.64
30 AMP, 2 Pole, 24 volt Contactor	\$10.84	51%	\$5.31
30 AMP, 3 Pole, 24 volt Contactor	\$26.08	51%	\$12.78
5 MFD, 370 volt Run Capacitor	\$3.37	51%	\$1.65
10 MFD, 370 volt Run Capacitor	\$4.43	51%	\$2.17
108-130 MFD, 330 volt. Start Capacitor	\$7.67	51%	\$3.76
Supco, SPP-8E, Super Boost Starter	\$41.94	51%	\$20.55
Triple D coil cleaner, 1 gallon (Nonacid based)	\$25.12	51%	\$12.31
Algae guard drain pan treatment, 2-5 ton	\$9.51	51%	\$4.66
Algae guard drain pan treatment, 20-25 ton	\$42.06	51%	\$20.61
Little Giant condensate pump, model # VCL-45S	\$356.67	51%	\$174.77
3GS Refrigeration Oil, 1 gallon	\$49.94	51%	\$24.47
Polyolester Lubricant, 1 gallon	\$127.90	51%	\$62.67
60 Amp, 240 volt, 2 pole, Nema 3R, fused disconnect	\$21.53	51%	\$10.55
ECNR 30 Amp, 250 volt fuses, 10 pack	\$34.49	51%	\$16.90
ECNR 60 Amp, 250 volt fuses, 10 pack	\$65.51	51%	\$32.10
Copeland ZR26K3-PFV Compressor	\$711.31	51%	\$348.54
Copeland ZR36K3-PFV Compressor	\$823.82	51%	\$403.67
Copeland ZR61KC-PFV Compressor	\$1,172.31	51%	\$574.43
1-1/2 Duct Board	\$58.20	51%	\$28.52
R-410A (25 lbs)	\$141.84	51%	\$69.50
Kickstart (TO 5)	\$53.24	51%	\$26.09
Kickstart (KS1)	\$62.06	51%	\$30.41
Honeywell T-stat (5220D1003)	\$96.59	51%	\$47.33
Honeywell T-stat (6220D1002)	\$129.00	51%	\$63.21
Safe-T-Switch (SS2)	\$21.41	51%	\$10.49
Tube silver solder 15%	\$165.33	51%	\$81.01
Tube silver solder 5%	\$64.84	51%	\$31.77
Mitsubishi Mini Split wall MSZ-GE12NA	\$886.98	51%	\$434.62
Mitsubishi Mini Split condenser MUZ-GE12NA	\$1,607.82	51%	\$787.83
Goodman Air Handler AVPTC313714	\$1,544.49	51%	\$756.80
Goodman Condenser SSZ140301	\$2,189.22	51%	\$1,072.72
RX 11 Flush (29.9 oz)	\$81.61	51%	\$39.99
Liquid Line Filter drier EK-083S (Emerson)	\$22.90	51%	\$11.22
Bard Wall Pack (W36H1-A10)	\$3,796.84	51%	\$1,860.45
Little Giant condensate pump, model # VCL-45S	\$356.67	51%	\$174.77
20X20X2 Filter MERV 8	\$5.84	51%	\$2.86
16X25X2 Filter MERV 8	\$5.76	51%	\$2.82
20x20x1 Filter MERV 8	\$5.47	51%	\$2.68
18X18X1 Filter MERV 8	\$5.78	51%	\$2.83
		TOTAL	\$7,700.08