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.

<table>
<thead>
<tr>
<th>SEALED BID • DO NOT OPEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEALED BID NO.: 24-205-001</td>
</tr>
<tr>
<td>BID TITLE: Computer Parts, Personal Windows™ Platform</td>
</tr>
<tr>
<td>DUE DATE/TIME: July 19, 2023, 3 p.m. ET</td>
</tr>
<tr>
<td>SUBMITTED BY: ________________________________________ (Name of Company)</td>
</tr>
<tr>
<td>DELIVER TO: PURCHASING DEPARTMENT</td>
</tr>
<tr>
<td>School Board of Pinellas County</td>
</tr>
<tr>
<td>301 Fourth Street S.W.</td>
</tr>
<tr>
<td>Largo, FL 33770-3536</td>
</tr>
</tbody>
</table>

Please Note:

Pinellas County Schools has partnered with Public Purchase which provides government agencies and their suppliers with a comprehensive and easy to use web-based eProcurement system. Registered suppliers receive automatic notification and transmittal of bid solicitations. Please visit www.publicpurchase.com to login and obtain any and all bidding documents.

Once you have opened and viewed the bid document from the Public Purchase website you will automatically receive an e-mail notifying you when an addendum has been issued. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums 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 addendums if you obtain the original bid document from another source.
## INVITATION TO BID

**SUBMIT BID TO:**

Purchasing Department  
School Board of Pinellas County, Florida  
301 - Fourth Street S.W.  
Largo, Florida 33770-3536

**BID TITLE:**

Computer Parts, Personal Windows™ Platform

**F.O.B. DESTINATION:**

Technology Information Systems  
Largo Administration Building  
301 4th Street SW  
Largo, FL 33773

**BUYER:**

Mark Shuman, CPPO, CPPB  
(727) 588-6179

**BID NO.:**

24-205-001

**ISSUE DATE:**

June 29, 2023

**BID DUE DATE AND TIME:**

July 19, 2023 @ 3 p.m. ET

**BID OPENING ROOM:**

A308

---

**SUBMITTALS:**

Certain **Submittals** are required with this bid. See the **Submittals Checklist** found later in the bid document for details. **Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, 1 copy of the original on a flash drive.** Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

**PURCHASING CARDS:**

Bidders that accept Visa/Mastercard payments can be enrolled in the District’s ePayments program for faster payment turnaround. Interested parties can contact the District’s purchasing card provider, JP Morgan, for enrollment in the program at sua.supplier.support@jpmchase.com, or by phone at 877-263-5184. Unless exception to this condition is checked below, the Bidders, 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.

- [ ] We are not able to accept credit card payments at this time.

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

**Note to Bidders:**

A. A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder’s bid documents.

B. Bids received after the date & time specified will not be accepted.

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>FEIN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Telephone: (    ) - Ext.</td>
</tr>
<tr>
<td>City, State:</td>
<td>Zip:</td>
</tr>
<tr>
<td>FAX:</td>
<td>(    ) -</td>
</tr>
</tbody>
</table>

**NON COLLUSION:** The Bidders, by affixing its signature to this bid, 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**

Typed Name of Above:  
E-mail:  
Title: 

**NO BID:** I hereby submit a “no bid” for the reasons checked below:

- [ ] Insufficient time to respond  
- [ ] Addenda were received too late to respond  
- [ ] Could not meet specifications  
- [ ] Specifications were unclear or restrictive  
- [ ] Terms & Conditions were unclear or restrictive  
- [ ] Keep our company on this bid list for future bids  
- [ ] Could not meet insurance requirements  
- [ ] Could not meet bonding requirements  
- [ ] We do not offer the product or service requested  
- [ ] Our schedule will not permit us to respond  
- [ ] We do not bid directly  
- [ ] Remove our company name from this bid list for future bids
GENERAL TERMS AND CONDITIONS

The Pinellas County School District (District) “General Terms and Conditions” School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:

By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

SCOPE

The purpose and intent of this invitation to bid is to select three suppliers to provide and deliver OEM computer parts for personal Windows™ platform and to secure firm, net pricing for the contract period as specified herein.

OVERVIEW

Pinellas County Schools is a Dell-exclusive district, and our current supported models include (but are not limited to Latitude 3390, Latitude 3390 2 in 1, Latitude 3192, Latitude 3189, Latitude 3310, Latitude 3140, Latitude 3120, etc. Our district has 152,266 computers total, with approximately 120,000 laptops. Part numbers may fluctuate with market and Dell Revisions.

CONTRACT PERIOD

The Contract Period shall commence on 08/23/23, and end 08/22/24. Prices and discounts shall remain firm for this period and shall include ALL freight and handling charges.

RENEWAL OPTION

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for Three (3) one (1) year renewals.

SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District’s intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

PRICE ESCALATION/DE-ESCALATION. The District will allow a price escalation/de-escalation provision within this award. The original bid prices shall remain firm for the first term of the agreement. A price escalation/de-escalation will be allowed at each renewal period, provided the Awardee notifies the District, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the final day of the current term. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor’s Bureau of Labor Statistics. If bidding discounts from list price, discounts offered may not change. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the Consumer Price Index for All Urban Consumers (CPI-U) has decreased, and that the Awardee has not passed the decrease on to the District, the District reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the District’s Bidders List for a period of time deemed suitable by the District. In the event of this occurrence, the District further reserves the right to utilize any and/or all options as stated herein.
ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Supplier’s control
2. The volatility affects the marketplace or industry, not just the particular Supplier’s source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents “extreme” volatility of the marketplace and/or whether the effect on pricing or availability is “substantial” shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately $1,500,000.00/year, excluding renewal options. This is only an estimate and the actual amount could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

BID CONTENT & SUBMITTAL

Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, and 1 copy of the original on a flash drive. 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 14 for a list of required or requested submittals.

AWARD

This is an All or None Bid. Contract will be awarded to the three (3) lowest responsive and responsible bidders. Contracts will be awarded to a PRIMARY and two (2) SECONDARY bidders. The lowest responsible and responsive bidder will be the PRIMARY contractor and ALL purchases will first be directed to them. The second lowest responsive and responsible bidder will be the SECONDARY and so on. In the event the PRIMARY bidder cannot respond to a requirement within a reasonable time period, the district reserves the right to direct the purchase to the SECONDARY bidders. If neither bidder can fulfill our requirements, the district reserves the right to revert to the open market to obtain necessary services.

All line items must be bid in order for your bid to be considered responsive.

SERVICE REQUIREMENTS

Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of the District’s purchase order.
SPECIAL CONDITIONS

PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a school District is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Supplier whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school District shall award an equal preference to the lowest responsible and responsive Bidders having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Supplier whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Suppliers having a principal place of business in that state, the preference to the lowest responsible and responsive Bidders having a principal place of business in this state shall be 5 percent. See Section 287.084 (1)(a), F.S.

A Supplier whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. See Section 287.084 (2), F.S.

In order for your bid to be considered responsive, please utilize the form titled “Bidder’s Statement of Principal Place of Business”.

NOTE: IF YOU ARE A SUPPLIER WHO’S PRINCIPAL PLACE OF BUSINESS IS NOT IN THE STATE OF FLORIDA, YOU MUST COMPLETE THIS FORM INCLUDING A SIGNATURE FROM AN ATTORNEY ATTESTING TO THE STATE BIDDING PREFERENCE.

FAILURE TO COMPLETE AND SIGN THIS FORM WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a Supplier 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/Supplier is awarded all or a portion of this bid, Contractor/Supplier 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.
SPECIAL CONDITIONS

NON-EXCLUSIVE AGREEMENT

This bid does NOT establish an exclusive arrangement between the District and Supplier. 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 equipment purchased from this bid shall carry the manufacturers’ standard warranty, unless otherwise specified.

INVOICES & PAYMENT TERMS

Describe any special invoicing requirements here which deviate from the General Bid Terms.

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 6:30 a.m. to 2 p.m.

**Summer**
From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd 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, 2023**
November 22 thru November 24, 2023

**Winter Break, 2023:**
December 25 thru January 5, 2024

**Spring Break, 2024:**
Schools: March 11 thru March 15, 2024
Administrative Offices: March 13 thru March 15, 2024
SPECIAL CONDITIONS

KEY EVENTS & DATES:

- July 29, 2023  Bid notice e-mailed to prospective Bidders & bidding documents posted on the www.publicpurchase.com
- July 12, 2023  Last Day to request additional information or clarification
- July 19, 2023  Bids due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room A308, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.


NOTE: The Largo Administration Building is a secured building. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.

- July 20 thru July 25, 2023  Evaluate bids and make selection of contractor(s)
- July 26, 2023  Recommendation For Award Submitted to Purchasing by Technology and Information Systems Department.
- *On or About August 17, 2023  Notice of Intent to Award posted in the purchasing department and on the department’s Web site @ http://pcsb.org/Page/746
- August 22, 2023  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.

REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

Bidders taking any exceptions to the General Terms and Conditions, linked herein, will be reviewed by staff prior to evaluation of bids. Exceptions to the General Terms and Conditions may be cause for rejection of your bid.

ADDITIONAL QUESTIONS/CLARIFICATIONS

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

The School Board Of Pinellas County Prohibits Discrimination In All Purchasing And Contracting
Page 6 of 19

22-205-001
SPECIAL CONDITIONS

Additional questions or clarifications regarding this solicitation shall be directed in writing to the buyer listed on page 1 of this document by 4:00 PM of the day listed on the Key Events & Dates table as the “Last Day to request additional information or clarification”.

ALL requests for clarifications or questions shall be submitted in writing via email and directed to:

Mark Shuman, CPPO, CPPB  
shumanma@pcsb.org

BID OPENING PROCEDURES

Please be aware that any meeting at which (1) there is negotiation with a Supplier, (2) a Supplier makes an oral presentation, or (3) a Supplier answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

The School Board’s practice of reviewing and disclosing pricing and other contents of bid proposals have changed in accordance with recent changes in the law. At bid openings, District personnel will only reveal the names of the Bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each Bidders and price submitted shall be read at a public bid opening per F.S. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.

PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

a. Keep and maintain public records required by the School Board to perform the service.

b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian.
SPECIAL CONDITIONS

of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@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 Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidders 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 will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named Computer Parts, Personal Windows™ Platform 24-205-001bidforms. 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.

MULTIAGENCY PARTICIPATION

Pinellas County Schools reserves the right, within statutory limits, to extend the terms and conditions of this solicitation to any and all other agencies within the state of Florida as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be
SPECIAL CONDITIONS

requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded Contractor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Contractor.

AWARD TERMINATION

When deemed to be in the best interest of the District, the District may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause per item 52 of the District’s General Terms and Conditions; or
- 30-day written notice without cause.

The District reserves the following rights to:

- Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Bidders who submit bids determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Bidders prior to selection; and make investigations of the qualifications of Bidders as it deems appropriate, including, but not limited to, a background investigation conducted by the appropriate law enforcement agency.

- Request that Bidder(s) modify their bid to more fully meet the needs of the District or to furnish additional information as the District may reasonably require.

- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of proposals and prior to award.

- Waive minor irregularities in the procedures, and reject any and all proposals.

- Waive any irregularity in any bid, or reject any and all bids, should it be deemed in its best interest to do so. The District shall be the sole judge of Bidder’s qualifications and reserves the right to verify all information submitted by the Bidder. The bid selected will be that bid which is judged to be the most beneficial to the District.

- Request that Bidders submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Bidders may be required to submit a detailed business plan in addition to any pertinent information that would allow the District to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.
Quantities are an estimate of yearly usage and are for information purposes only. The District will not guarantee the purchase of these quantities.

This invitation to bid is for Dell OEM computer parts ONLY.

<table>
<thead>
<tr>
<th>MFG Part #</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latitude 3192</td>
<td></td>
<td></td>
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<tr>
<td>343NN</td>
<td>Keyboard</td>
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<td>$</td>
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<tr>
<td>17MHW</td>
<td>Palm rest</td>
<td>3200</td>
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<td>T55VY</td>
<td>Bottom Cover</td>
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<td>$</td>
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<td>Latitude 3189</td>
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<td>$</td>
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<td>RDX31</td>
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</tr>
<tr>
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<td>System board</td>
<td>1000</td>
<td>$</td>
</tr>
<tr>
<td>Latitude 5400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>025T0</td>
<td>Screen</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>WC4KJ</td>
<td>Screen Bezel</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>XV8CJ</td>
<td>Battery</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>3J9FC</td>
<td>Keyboard</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>CN5WW</td>
<td>Bottom cover</td>
<td>500</td>
<td>$</td>
</tr>
<tr>
<td>3W4MC</td>
<td>System board</td>
<td>1000</td>
<td>$</td>
</tr>
<tr>
<td>6P6DT</td>
<td>Back cover</td>
<td>1000</td>
<td>$</td>
</tr>
<tr>
<td>R3JFT</td>
<td>Palm rest</td>
<td>1000</td>
<td>$</td>
</tr>
<tr>
<td>N500T0</td>
<td>System board bezel</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>T0HRM</td>
<td>WIFI card</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>Latitude 3390</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7CKY3</td>
<td>System board</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>XVH3H</td>
<td>Palm rest/keyboard</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>6NKDX</td>
<td>LCD screen</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>PF8JG</td>
<td>D/C port</td>
<td>1500</td>
<td>$</td>
</tr>
</tbody>
</table>
# BID PROPOSAL FORM

<table>
<thead>
<tr>
<th>MFG Part #</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latitude 3140</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9RN2C</td>
<td>AC adapter</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>9077G</td>
<td>Battery</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>GM5YC0</td>
<td>Back cover Lid Assembly</td>
<td>1000</td>
<td>$</td>
</tr>
<tr>
<td>T0768</td>
<td>Battery cable</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>UP485</td>
<td>Hinge assembly</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>System Board</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>LCD assembly</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>0R3CDK</td>
<td>SSD</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>ND233</td>
<td>Speakers</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Palm Rest</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>Latitude 3120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MY092</td>
<td>System board</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>WC794</td>
<td>Palm rest</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>K3N6W</td>
<td>Battery</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>N2309</td>
<td>IO board</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>TJ829 or R1976</td>
<td>Screens</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>0T0587</td>
<td>DC connector</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>T0768</td>
<td>Battery cable</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>T0431</td>
<td>EDP cable</td>
<td>1500</td>
<td>$</td>
</tr>
<tr>
<td>M05K0</td>
<td>Camera</td>
<td>1500</td>
<td>$</td>
</tr>
</tbody>
</table>

**Grand Total:** $ 

**BALANCE OF LINE DISCOUNTS: (FOR INFORMATIONAL PURPOSES ONLY)**

Enter a discount off retail list prices for the manufacturer listed below.

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Manufacturer Name</th>
<th>Discount Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dell OEM: Full Line Of Computer Parts</td>
<td>%</td>
</tr>
</tbody>
</table>

---

*The School Board Of Pinellas County Prohibits Discrimination In All Purchasing And Contracting*

Page 11 of 19
ADDENDUM ACKNOWLEDGEMENT FORM

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

ADDENDUM NO. _____ DATED ____________ ADDENDUM NO. _____ DATED ____________
ADDENDUM NO. _____ DATED ____________ ADDENDUM NO. _____ DATED ____________
ADDENDUM NO. _____ DATED ____________ ADDENDUM NO. _____ DATED ____________
ADDENDUM NO. _____ DATED ____________ ADDENDUM NO. _____ DATED ____________
BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

To be completed by each Bidders and returned with your bid in order to be considered responsive

Name of Bidders: ____________________________________________

Identify state in which Bidders has its principal place of business:

If your principal place of business is the State of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (state, county or municipality) in which Bidders has its principal place of business:

NOTE: Florida Statute Section 287.084(2) states that “A Supplier whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES
(To be completed by the Attorney for an Out of State Supplier. Please select one)

The Bidders principal place of business is in the State of ___________ or in ___________, a political subdivision thereof. It is my opinion that (check one):

☐ The laws of the state or political subdivision thereof do not grant a preference in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision.

☐ The laws of the state or political subdivision thereof do grant the following preference(s) in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision thereof. (Please describe preferences and provide citation to authority.)

__________________________________________

__________________________________________

__________________________________________

Signature of out of state Bidder’s attorney: ____________________________
Printed name of out of state Bidder’s attorney: ____________________________
Address of out of state Bidder’s attorney: ____________________________
Telephone number of out of state Bidder’s attorney: ____________________________
Email of out of state Bidder’s attorney: ____________________________
Attorneys’ state(s) of bar admission: ____________________________

NOTE: IF YOU ARE A SUPPLIER WHO’S PRINCIPAL PLACE OF BUSINESS IS NOT IN THE STATE OF FLORIDA, YOU MUST COMPLETE THIS FORM INCLUDING A SIGNATURE FROM AN ATTORNEY ATTESTING TO THE STATE BIDDING PREFERENCE.
FAILURE TO COMPLETE AND SIGN THIS FORM WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.
# SUBMITTALS CHECKLIST

Proposing Firm:  

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 Three (3) complete copies, 1 original marked as the original, 1 copy, and, 1 copy of the original on a flash drive.**

<table>
<thead>
<tr>
<th>Verified by Bidders</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Required Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Invitation to Bid Form 852-A.</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Bid Proposal Forms</td>
<td>10, 11</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed by an attorney, Bidder’s Statement of Principal Place of Business</td>
<td>4, 13</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Verified by Bidders</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Requested Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Drug Free Workplace Certification Form (optional)</td>
<td>15</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Certification Regarding Debarment Form AD-1048</td>
<td>16</td>
</tr>
</tbody>
</table>
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 Suppliers 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.

____________________________
(Supplier’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 bid, 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 bid.

Organization Name

PR/Award Number or Project Name

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

Authorized 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 bid 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," "bid," "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 bid 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 decided the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.
Bid Protest Procedure

Bidders who wish 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 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 protestor 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 protestor, the protest security shall be returned. If the protestor 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 expeditiously 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.