

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

CENTER PRINTING, INC., )  
 )  
 Petitioner, )  
 )  
 vs. ) Case No. 99-2278BID  
 )  
 UNIVERSITY OF NORTH FLORIDA, )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

RECOMMENDED ORDER

Notice was provided and on June 23, 1999, a formal hearing was held in this case. Authority for conducting the hearing is set forth in Sections 120.569 and 120.57(1), Florida Statutes. The hearing location was the City Hall Annex Building, 15th Floor Committee Room, 220 East Bay Street, Jacksonville, Florida. The hearing was conducted by Charles C. Adams, Administrative Law Judge.

APPEARANCES

For Petitioner: Wayne E. Flowers, Esquire  
Lewis, Longman and Walker, P.A.  
7825 Baymeadows Way, Suite 125  
Jacksonville, Florida 32256

For Respondent: Michael Goldsberry, Esquire  
Office of the General Counsel  
University of North Florida  
4567 Saint Johns Bluff Road, South  
Jacksonville, Florida 32224-2645

STATEMENT OF THE ISSUES

Was it appropriate for the University of North Florida (the University) to award the contract in its Invitation to Bid, Bid

No. 99-12P (the ITB), to Corporate Express, Inc. (Corporate Express), the second low bidder by price? This decision was made having rejected the bid by Center Printing, Inc. (Center Printing), the low bidder by price. See Section 120.57(3), Florida Statutes.

#### PRELIMINARY STATEMENT

Among other vendors, Center Printing and Corporate Express submitted responses to the ITB. When the University determined to disqualify Center Printing from participation in the bid process, Center Printing opposed that decision by filing a Notice of Protest. Then Center Printing filed a Formal Written Protest. The parties were unable to resolve the protest by mutual agreement. See Section 120.57(3)(d)1., Florida Statutes. As a consequence, the case was forwarded to the Division of Administrative Hearings for conduct of a formal hearing in accordance with Section 120.57(1), Florida Statutes, to resolve disputed issues of material fact. See Section 120.57(3)(d)3., Florida Statutes.

The University replied to the Formal Written Protest by filing an answer and affirmative defenses.

In response to a prehearing order, the parties filed a prehearing stipulation which was executed by both parties. The prehearing stipulation has been considered in preparing the recommended order.

Upon request, official recognition was made of Rules 6C-18.035(21) and 6C-18.050(4), Florida Administrative Code.

Following assignment of the Administrative Law Judge the hearing was conducted on the aforementioned date.

At hearing Petitioner presented the testimony of Raymond E. Forbess, Thomas Forbess, Richard E. Young, and Gus Lively. Petitioner's Exhibits Nos. 1-5, 6A-6H, 7, and 9-11 were admitted. Respondent presented the testimony of Beverly Ann Evans, Rickita Boggs, and Kathryn B. VonDolteren. Respondent's Exhibit No. 1 was admitted consistent with the limitations on its use requested by Respondent's counsel.

A hearing transcript was filed on July 13, 1999. The parties timely submitted proposed recommended orders which have been considered in preparing the recommended order.

#### FINDINGS OF FACT

1. The University is part of the State University System in Florida.

2. Affiliated with the University is the Institute for Police Technology and Management (IPTM). IPTM is a direct support organization of the University located on the University campus. IPTM is not required to make purchases in accordance with competitive bidding. However, should IPTM elect to pursue its purchases by competitive means, it does so in accordance with the requirements incumbent upon the University under the auspices of the University's membership in the State University System.

The ITB

3. In this case, IPTM determined to purchase printing services in accordance with the ITB. The ITB was prepared under the direction of the Purchasing Department for the University with IPTM's substantive needs being set forth within the ITB.

4. Paragraph 24 under the ITB General Conditions sets forth requirements for bidding on public printing where it states:

A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. . . .

5. Under paragraph 17 to Special Conditions within the ITB it is stated:

DISQUALIFICATION OF BIDDER: More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will cause for rejection of all bids/proposals in which such bidders are believed to be involved. . . .

6. In pertinent part, the ITB calls for a price quotation in relation to printing of items such as folded brochures, flyers, letters, envelopes, template materials, and template envelopes.

7. In addition to bid specifications in relation to the categories of items to be printed by the vendor, the bid specifications and the ITB set forth package and storage requirements that are under consideration in this dispute. Those requirements are as follows:

LOT 1

(A) FOLDED BROCHURES

QUANTITY: Minimum of 1,200,999 total  
Approximately 95% of orders will  
be in quantities of 13,500 each  
SIZE: Approximately 95% of Brochures,  
8 1/2" x 11" with two (2) folds  
Approximately 5% of Brochures,  
8 1/2" x 14" with three (3) folds

\* \* \*

PACKAGING: Brochures to be placed in uniform  
cartons, 2,500 identical  
brochures per carton. Cartons to  
have removable tops and be  
capable of being stacked, when  
fully loaded, six (6) high  
without deformation. For easy  
identification, a brochure  
identical to those contained in  
the carton is to be taped  
securely to the top of each  
carton.

STORAGE: Pending pickup of the brochures  
by a courier service, the printer  
is to store the brochures not  
delivered to the IPTM in a clean,  
dry, indoors area. The printer  
must have space to store up to  
600 cartons with easy access to  
any of the cartons.

\* \* \*

(B) FLYERS

QUANTITY: Minimum of 500,000 each  
SIZE: Approximately 90% 8 1/2" x 11",  
unfolded  
Approximately 10% 11" x 17", with  
one (1) fold

\* \* \*

PACKAGING: Generally same as for brochures

but quantity per carton (must be uniform) will be greater.

STORAGE: Same as for brochures except storage space will be much less than that required for brochures-  
-perhaps 10% of the latter.

\* \* \*

(C) LETTERS

QUANTITY: Minimum of 50,000 sheets

SIZE: 8 1/2" x 11"  
Approximately 50% printed front and back  
Approximately 50% printed front Only

\* \* \*

STORAGE: Same as for flyers (minimal)

\* \* \*

(D) TEMPLATE MATERIALS

(Note: all measurements are approximate)

(1) INSTRUCTION BOOKLETS

(a) "Blue Blitz"

QUANTITY: 15,000 minimum  
SIZE: 85% - 11" X 11" (US template)  
folded to approximately  
11" x 5 3/8"  
15% - 11" x 5 15/16" (metric)  
Fifteen text pages plus cover

\* \* \*

(b) "Mini Blitz"

QUANTITY: 2,000 minimum  
SIZE: 3 3/4" X 4 3/4"  
Four pages (7 1/2" x 4 3/4")

Printed both sides, folded)

\* \* \*

(c) Crime scene

QUANTITY: 5,000 minimum  
SIZE: 8 1/4" x 8 1/4"  
Four pages (17" x 8 1/4"  
printed both sides, folded)

\* \* \*

(d) "Nauti Blitz"

QUANTITY: 2,000 minimum  
SIZE: 8 1/2" x 11"  
Four pages (17" x 11"  
Printed both sides, folded)

\* \* \*

(2) TEMPLATE ENVELOPES

(a) "Blue Blitz"

QUANTITY: 15,000 minimum  
SIZE: Approximately 85% - 11 5/16"  
x 5 3/4" (US)  
Approximately 15% - 11 5/16"  
x 6 1/4" (metric)

\* \* \*

(b) "Mini Blitz"

QUANTITY: 2,000 minimum  
SIZE: 5 5/8" x 4 3/16"

\* \* \*

(c) 360 Protractor

QUANTITY: 2,000 minimum  
SIZE: 6 1/2" x 6 1/2"

\* \* \*

(d) Crime Scene

QUANTITY: 5,000 minimum

SIZE: 8 1/2" x 8 9/16"

\* \* \*

(e) "Nauti Blitz"

QUANTITY: 2,000 minimum

SIZE: 11 3/8" x 8 11/16"

\* \* \*

PACKAGING: Envelope units to be placed in uniform cartons of minimum 200 lb. test that open from the top, 200 templates per carton. Each carton to be labeled on one long side and on top for type template (US or metric) and quantity.

\* \* \*

STORAGE: Cartons to be stored in clean, dry, indoors area pending delivery to IPTM in small quantities (typically 1-2 cartons) as requested. "Mini Blitz" items and protractor envelopes will be delivered to IPTM and not stored by printer.

8. In relation to folded brochures, flyers, and letters, the ITB bid specifications set forth inventory reporting requirements for the bidders as follows:

Printer is to maintain an accurate current inventory of all types of brochures in storage and to submit a weekly printed/typed report to IPTM to include:

- Quantity of each type brochure picked up by security for mailing during the immediately preceding week, up through and including the date of the report and the pickup date for each type brochure.
- Quantity of each type brochure in storage up through and including the date of the



report, after all brochures for mailing have been picked up by the courier. (Similar brochures having different course dates to be treated as distinct types.)

- Quantity of each type brochure delivered to IPTM and date of delivery.

9. The ITB provided to the vendors sets forth a bid summary sheet from which price quotations are derived.

10. In recognition of the fact that the bid process was through an ITB and not a Request for Proposals (RFP), it was expected that the bidder with the low price quotation would win the contract absent disqualification.

#### The Bid Opening

11. As contemplated by paragraph 3 to the Special Conditions within in the ITB, the results of the price tabulations were posted on March 22, 1999.

12. Center Printing and Corporate Express had submitted timely responses to the ITB. When the bids were opened there were five apparently responsive bids when the responses were considered on their face. Center Printing and Corporate Express were among those bidders. The overall price quotation by Center Printing was \$52,661.50, compared to the Corporate Express overall price quotation of \$72,773.29. Center Printing was the low bidder according to price. Corporate Express was the second low bidder according to price.

13. Contrary to the expectations in paragraph 3 to the Special Conditions a recommended award was not posted on or about March 22, 1999.

Prior Affiliation

14. Raymond E. Forbess is President of Center Printing. Formerly, Mr. Forbess was an officer and owner of a business known as Center Office Products. Center Office Products had begun its business in 1981, involving the sale of office products. Center Office Products expanded into the printing business in 1990.

15. In the Invitation to Bid, Bid No. 93-38PYC, Center Office Products was a successful low bidder for printing services for the benefit of IPTM. This was in the year 1993. That contract was signed between Center Office Products and the University for a one-year period, approximately 1993-1994. In accordance with the renewal options under that contract, it was extended for two additional years.

16. In August 1996, Center Office Products sold out to Corporate Express during the pendency of the printing needs between Center Office Products and the University. Under these arrangements Corporate Express took over the printing needs for IPTM. Corporate Express was paid for rendering services under the extended contract that had originally been entered into between Center Office Products and the University. When the contract expired, Corporate Express continued to provide printing

services to the University for two additional years upon terms similar to those in the extended contract. The ITB in the present case is intended to substitute for those prior arrangements by establishing a new contract for delivering the printing services for the benefit of IPTM.

17. When Corporate Express bought Center Office Products, Raymond E. Forbess became an employee of Corporate Express. As an employee for Corporate Express, Mr. Forbess continued to service the IPTM account. Mr. Forbess left the employ of Corporate Express on October 24, 1997. When he left the Corporate Express employment, Mr. Forbess telephoned Ms. Leshell Hartney from IPTM. Ms. Hartney was a person with whom he dealt on a routine basis regarding the printing contract. He telephoned to inform Ms. Hartney, as a representative of the University, that he had terminated his employment at Corporate Express.

18. Corporate Express continued to service the printing needs for IPTM up to and including the hearing date under terms that were associated with the expired contract.

#### Post-Bid Opening

19. Mr. Raymond E. Forbess was persuaded that Center Printing had provided the low price quotation in the ITB. He was aware that the University had not posted its recommended award for the contract on or about March 22, 1999, as contemplated in the ITB Special Conditions. After a period of 15 to 20 days, he

telephoned an employee at the University to inquire concerning the award. That person was Linda Arklie an employee with IPTM. This contact was followed by communication on that topic with Ms. Kathryn B. VonDolteren, Associate Director of Purchasing for the University. In response, Mr. Forbess was told by someone at the University that site visits were going to be made before a selection was made to award the contract.

20. Prior to the site visits Ms. Rickita Boggs, who was associated with IPTM, informed Mr. Forbess that Center Printing and Corporate Express would be visited. Mr. Forbess asked if there was anything that Ms. Boggs wanted to look at during the visit to Center Printing. She responded that she wanted to see six contracts that were of the size of that involved with the present ITB. Mr. Forbess told Ms. Boggs that he could not produce six contracts of the size of the ITB solicitation. This was in recognition that Center Printing was in the early phases of its business operation, having been established in January 1999. As a consequence, Center Printing did not have the number of accounts similar to that contemplated in the ITB. In the telephone conversation establishing the site visit, Ms. Boggs did not tell Mr. Forbess that Center Printing would need to produce a sample inventory control sheet or make explanation of the arrangements for inventory reporting. Ms. Boggs did not mention that Center Printing would be required to produce samples of

printing done at the Center Printing location during the site visit.

21. Some delay in the decision to award the contract had also been occasioned by confusion at the University concerning the possible continuing affiliation between Mr. Raymond E. Forbess and Corporate Express, as well as with Center Printing. Eventually, it was determined that Mr. Forbess no longer had any association with Corporate Express and that Center Printing was a separate entity from Corporate Express. Discussion of Mr. Forbess' involvement with the two companies was set forth in a communication from Ms. Beverly Ann Evans, Director of Accounting for the Training and Services Institute at the University. This communication was directed to Ms. VonDolteren, among others, with a copy being provided to Ms. Boggs. This communication was made on April 14, 1999. The site visits took place on April 19, 1999.

22. In the course of the communication from Ms. Evans to Ms. VonDolteren, the following observations were made:

Contract Services for Printing

'Center Printing' is not the current printing services company. . . . The current company is Corporate Express.

Ray Fhorbess [sic] was the owner of Center Office Products when the contract was let several years ago. Ray sold out to Corporate Express . . . and until recently worked for Corporate Express. With little notice, Ray terminated his relationship with Corporate Express. My understanding is Mr. Fhorbess[sic] has just opened 'Center Printing' with 'no' major clients. He know

[sic] the IPTM volume and work load . . . and we feel he has underbided [sic] Corporate Express because he knew what their price quote would be.

Now back to my original question on Monday . . . Is there a way to 'not' award to the lowest bidder. At the minimum . . . I would like for IPTM personnel and me to visit the lowest and next to lowest operations to ensure that the facilities are what we are expecting. I would also like for you or Darrin to go along to help document.

Currently, Corporate Express stores a great deal of coursework materials, brochures, etc. in their warehouse. We need to make sure that Center can satisfy 'all' requirements.

Knowing what we know about these two companies . . . IPTM personnel feels sure we will get a protest from Center Printing if we post anyone but them. Mr. Fhorbess [sic] has been constantly calling IPTM stating that he 'knows he is the low bidder.'

I need your and Darrin's expertise to assist us in arriving at an amicable solution to these concerns. . . .

23. In anticipation of the site visits, questions were prepared to be asked of officials at Center Printing and Corporate Express at the time of respective site visits.

Pertinent to the present inquiry were the following questions:

8. Can you explain the arrangements for inventory and inventory reporting?

9. Storage?

10. Samples of prior printing work at this location?

24. The site visits were made by Ms. Arklie, Ms. Boggs, and Ms. Evans.

25. When the site visitors arrived at the Center Printing business location, Ms. Evans conducted the inquiry by asking the written questions that Ms. Boggs had prepared. Among the questions that she asked Mr. Raymond Forbess was what inventory system Mr. Forbess had set up for the ITB. His response was that at the moment, Center Printing did not have an inventory system in place to service the contract contemplated by the ITB. Mr. Forbess indicated that he would establish an office program for inventory control and that he was familiar with the current inventory control process employed by Corporate Express in servicing the account with IPTM.

26. In particular, Mr. Forbess told Ms. Evans that he had four different ways that he could do inventory, from the very simple to the very complicated, depending on what the client wanted. He explained that there were two computer systems available with three different computer programs. Mr. Forbess asked Ms. Boggs who the person was at Corporate Express who handled the inventory control at present. Ms. Boggs named a person, Erin, whom Mr. Forbess was familiar with. Mr. Forbess stated that whatever format Erin was using to report inventory information at present, that would be the most probable approach that Center Printing would use in responding to the ITB under consideration.

27. In describing the possible solution to the inventory control, Mr. Forbess mentioned the possible use of Silver Plus, a computer system that he explained was "a little bit of overkill."

28. When Mr. Forbess was specifically asked to produce a sample inventory sheet, Mr. Forbess indicated that he didn't actually have an inventory sheet with "live customer data on it." Instead, Mr. Forbess showed the evaluators a spread sheet that was not designed to comply with the expectations of the ITB concerning inventory control. The spread sheet was a comparison of the price quotations between Center Printing and Corporate Express. The spread sheet was part of an unsolicited information packet that the evaluators had been provided by Mr. Forbess at the commencement of the site visit.

29. During the tour, Mr. Raymond E. Forbess displayed some material that had been printed by his firm, Center Printing. Those items were a letterhead and envelope for a law firm, Hardesty and Tyde.

30. While the site visit was being made, one of the printing presses at Center Printing was in operation printing a letterhead for a client, Xomed. No one from the evaluation team requested the opportunity to examine material being produced on that press. No one from Center Printing offered to produce it for the evaluators to review.

31. When Mr. Raymond E. Forbess was specifically asked to produce print samples that would correspond to the expectations



in the ITB, his answer was that he had not been in business that long with Center Printing and had not been producing that type of material, but that he knew how to do that. This was in reference to the bid specifications in relation to printing brochures and flyers.

32. Mr. Raymond P. Forbes showed the evaluators space for storing printed material, the brochures in particular. The space that he described was not sufficient to meet the ITB storage requirements that have been identified.

33. When the evaluators visited Corporate Express, that vendor was able to satisfactorily demonstrate the inventory process and to provide evidence of its reporting system consistent with the expectations in the present ITB. That vendor had adequate storage to meet the requirements of the ITB. That vendor produced print samples of prior work done under existing terms of the arrangement between Corporate Express and IPTM, as well as another account serviced by Corporate Express.

34. Following the site visits to the two vendors, the University rejected the bid response by Center Printing as not meeting the bid specifications and decided to award the contract to Corporate Express. The basis for rejecting the bid offering by Corporate Express was premised upon the belief that Center Printing did not meet the specifications related to inventory reporting, did not have adequate storage for print materials, and had not produced samples of printing work at the business

premises. The decision to award to Corporate Express was made on May 5, 1999.

#### Bid Protest

35. Consistent with Section 120.57(3)(b), Florida Statutes, Center Printing contested the University's decision to reject its bid in favor of the bid submitted by Corporate Express. Compliance with applicable filing provisions was made in relation to the timely filing of a Notice of Protest and Formal Written Protest pertaining to the ITB.

#### CONCLUSIONS OF LAW

36. The Division of Administrative Hearings has jurisdiction over the subject matter and the parties to this proceeding in accordance with Sections 120.569, 120.57(1) and 120.57(3), Florida Statutes.

37. Center Printing has challenged the University's proposed agency action rejecting the Center Printing bid in response to the present ITB and decision to award the contract to Corporate Express.

38. No statutory provision relieves Center Printing of the burden of proving its challenge to the impropriety of the proposed agency action. Therefore, the burden of proof resides with Center Printing. See Section 120.57(3)(f), Florida Statutes. Consistent with that provision, a de novo proceeding has been conducted to examine the University's proposed action in an attempt to determine whether that action was "contrary to the

agency's governing statutes, the agency's rules or policies, or the bid or proposal specifications."

39. In accordance with Section 120.57(3)(f), Florida Statutes:

The standard of proof of such proceeding shall be whether the proposed agency action was clearly erroneous, contract to competition, arbitrary or capricious.

40. In this instance the de novo hearing was for the purpose of evaluating the action taken by the University. State Contracting and Engineering Corporation v. Department of Transportation, 709 So. 2d 607 (Fla. 1st DCA 1998).

41. In this case the underlying findings of fact are based upon a preponderance of the evidence. Section 120.57(1)(h), Florida Statutes.

42. In addition to the provisions set forth in the ITB that are described in the fact-finding, certain statutes and rules have relevance in examining the proposed agency action by the University.

43. Section 240.227, Florida Statutes (Supp. 1998), refers to the University president's powers and duties as a chief administrative officer of the University, a person responsible for the operation and administration of the University. Specifically, Section 240.227(12), Florida Statutes (Supp. 1998), refers to activities under the auspices of that power involving the University president's approval and execution of contracts, in which the acquisition of items contemplated by the ITB is

being made pursuant to rules of the Board of Regents. Deference to that provision and related legal requirements is created by virtue of the decision of IPTM to pursue its printing needs by competitive means with the assistance of the University.

44. Next, Board of Regents Rule 6C-18.035(21), Florida Administrative Code, which the University president enforces in competitive purchasing, defines "responsive and qualified bidder or offerer" as:

A contractor/vendor who has submitted a bid or proposal that conforms in all material respects to a competitive solicitation.

45. Additionally, Board of Regents Rule 6C-18.050(4), Florida Administrative Code, refers to the requirement that purchase of printing shall be in accordance with Chapter 283, Florida Statutes.

46. Section 283.30(1), Florida Statutes (Supp. 1998), defines an "agency" involved with public printing, unless the context clearly requiring otherwise, as meaning:

Any official, officer, department, board, commission, division, bureau, section, district, office, authority, committee, or council or any other unit of organization, however designated, the executive branch of state government, and the Public Service Commission.

In this case the University meets that definition of an agency.

47. Section 283.33, Florida Statutes (Supp. 1998), is entitled "Printing of Publications; Lowest Bidder Awards."

48. Section 283.33(3), Florida Statutes (Supp. 1998), states:

Except as otherwise provided for in this part, a contract for printing of a publication shall be subject to the provisions of [fn2 s.287.062], and, when applicable, the definitions of s.287.012, and shall be considered a commodity for that purpose.

Section 287.062 had been repealed by Section 33, Chapter 90-268, Laws of Florida.

49. Section 287.012, Florida Statutes (Supp. 1998), contains definitions in reference to competitive bidding. The definition set forth in Section 287.012(1), Florida Statutes (Supp. 1998), defining the term "agency" does not include the Board of Regents or the State University System. This means that further reference to the term "agency" within Chapter 287, Florida Statutes (Supp. 1998), would not pertain to the University. However, to the extent that other definitions within Section 287.012, Florida Statutes (Supp. 1998), do not refer to the term "agency" and are not inconsistent with other definitions set forth in the Board of Regent's statutes or rules, they could have relevance to this case, and form the basis for considering the dispute as contemplated by Section 283.33(3), Florida Statutes (Supp. 1998).

50. Section 287.012(17), Florida Statutes (Supp. 1998), defines "responsive bidder" or "responsive offerer" as:

A person who has submitted a bid or proposal which conforms in all material

respects to the Invitation to Bid or Request for Proposals.

This definition conforms to that set forth in Board of Regents Rule 6C-18.035(21), Florida Administrative Code, and is relevant.

51. Aside from the definition set forth in the prior paragraph, there is an additional definition that has relevance. That definition is at Section 287.012(13), Florida Statutes (Supp. 1998), where "qualified bidder," "responsible bidder," "qualified offerer," or "responsible offerer" is defined as a:

Person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

52. In essence, the University has determined that Center Printing does not meet the definition of "responsive bidder" found within Rule 6C-18.035(21), Florida Administrative Code, based upon the non-compliance with inventory control, storage requirements, and production of samples of printing that the University asserts are required by the ITB. Similarly, the contentions made by the University are properly examined in accordance with the expectations set forth in Section 287.012(13) and (17), Florida Statutes (Supp. 1998), as those definitions pertain to Center Printing as a bidder in this competition who has not complied with those three items.

53. Paragraph 24 to the General Conditions in the ITB allows the University to determine whether Center Printing had

a plant in operation that was capable of producing the items that are referred to in the ITB by certifying that capability upon the University's request. This would include the opportunity to examine the storage capability called for in the bid specifications.<sup>1</sup> Likewise, in deciding whether Center Printing had a plant in operation the University was allowed to confirm Center Printing's ability to perform based upon an examination of printing work that had been produced on the business premises. Finally, the University was entitled to inquire concerning Center Printing's inventory reporting abilities in accordance with the expectations set forth in the ITB concerning inventory control as a means to maintain an accurate current inventory of the items to be printed.

54. The decision which the University reached concerning Center Printing's storage, printing abilities, and inventory reporting, when examined under terms set forth in the ITB and applicable statutes and rules, does not lead to the conclusion that the proposed agency action finding Center Printing not in compliance with the ITB in material respects was clearly erroneous, contrary to competition, arbitrary, or capricious. Under the circumstances, it is appropriate to award the contract to Corporate Express.

RECOMMENDATION

Upon consideration of the facts found and the conclusions of law reached, it is

RECOMMENDED:

That a final order be entered finding the bid response to the ITB, Bid No. 99-12P, by Center Printing, non-conforming in material respects and awarding the contract in the ITB, Bid No. 99-12P, to Corporate Express.

DONE AND ENTERED this 27th day of August, 1999, in Tallahassee, Leon County, Florida.

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CHARLES C. ADAMS  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(850) 488-9675 SUNCOM 278-9675  
Fax Filing (850) 921-6847  
www.doah.state.fl.us

Filed with the Clerk of the  
Division of Administrative Hearings  
this 27th day of August, 1999.

ENDNOTE

1/ It is not perceived that Center Printing's capabilities to comply with the General Condition at paragraph 24 was any greater or any less on April 19, 1999, than it was on March 22, 1999, when the bids were opened.



COPIES FURNISHED:

Wayne E. Flowers, Esquire  
Lewis, Longman and Walker, P.A.  
7825 Baymeadows Way, Suite 125  
Jacksonville, Florida 32256

Michael Goldsberry, Esquire  
Office of the General Counsel  
University of North Florida  
4567 Saint Johns Bluff Road, South  
Jacksonville, Florida 32224-2645

Michael H. Olenick, General Counsel  
Department of Education  
The Capitol, Suite 1701  
Tallahassee, Florida 32399-0400

Ann Hopkins, President  
University of North Florida  
4567 Saint Johns Bluff Road, South  
Jacksonville, Florida 32224-2645

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 10 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.