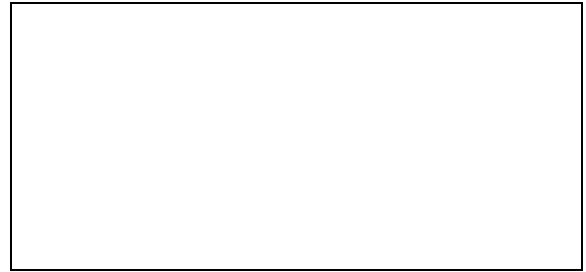
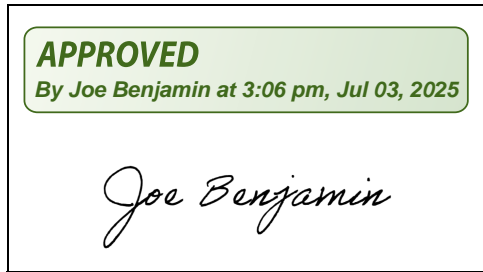


# **NOTICE OF INTENT TO PURCHASE SOLE SOURCE COMMODITIES and/or SERVICES**

DATE/TIME OF INITIAL POSTING

DATE/TIME POSTING REMOVED



The Right to File an Intent to Protest Expires: 3:06 PM on July 8, 2025  
Time Date

This is a notice of intent from the Director of Purchasing to the Superintendent of Schools for the School Board of Pinellas County, to award contracts as indicated on the accompanying Purchasing Agenda Summary and by Bid Number listed on the attached..

**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.**

POSTED BY: Joe Benjamin, NIGP-CPP, CPPO, CPPB Director, Purchasing  
Name Title

## ***Proposers Recommended for Award***

See attached agenda summary items contingent upon final PCS Board approval at the July 15, 2025 Board Meeting.

**<https://www.pcsb.org/Page/746>**

**PURCHASING AGENDA SUMMARY****July 15, 2025**

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

**RECOMMENDED BIDDER:****Classic Learning Initiatives, LLC**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-785-101	Classic Learning Initiatives, CLT Exams	PS/CM	1 Yr.	Districtwide High Schools Rita Vasquez	0100/5850	1180/6239	269,977.50

**COMMENTS:** The Classic Learning Test (CLT) is a college entrance exam that the Florida Legislature has approved for use by public schools. The CLT is a standardized test that can be used by students who need to earn a concordant score to meet the state's graduation requirements in English Language Arts and Reading and in Algebra.

**RECOMMENDED BIDDER:****Diskovery Educational Systems**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-208-099	Adobe K12 District Enterprise Licenses	PS/CM	1 Yr.	Districtwide Mark Hunt	Various	Various	55,545.00

**COMMENTS:** Adobe licenses are required to access products in the Adobe Creative Cloud Suite and Adobe Acrobat for students and staff members. Use of Adobe software is required for Adobe Industry Certifications that are eligible for CAPE funding back to the programs and for School Grade Acceleration.

**RECOMMENDED BIDDER:****Council of the Great City Schools**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
24-961-010	Council of the Great City Schools 25/26 membership dues	SS	1 Yr.	Superintendent's Office Cathy Hunt	0100/5400	9902	56,56400

**COMMENTS:** Membership in Council of the Great City Schools provides federal education legislative advocacy to Pinellas County for the 2025-26 school year.

**PURCHASING AGENDA SUMMARY****July 15, 2025**

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**RECOMMENDED BIDDER:****IXL Learning, Inc.**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-208-106	IXL Learning MS and HS Math Site Licenses	PS/CM	1 Yr.	Middle and High Schools Tara Fowler	0100/5350 0100/6430	1180/6239	269,045.00

**COMMENTS:** The IXL site licenses support middle school (6-8) and high school (9-12) students across the district. IXL math provides a highly structured, engaging, environment for students to master specific math skills.

**RECOMMENDED BIDDER:****Prisms of Reality, Inc.**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-208-107	Prisms of Reality VR Student Math Licenses and Professional Development	PS/CM	1 Yr.	High Schools Kimberly Hill	0100/5280	2330/6323	84,520.00

**COMMENTS:** The expansion of PrismsVR, from Prisms of Reality, brings immersive virtual reality mathematics lessons in Pre-Algebra, Algebra 1, Geometry, and Advanced Algebra to students in 12 high schools. Students engage in a learning experience using virtual reality glasses that draw them into the content, provide real-world context and create opportunities to apply mathematics to solve complex problems.

**RECOMMENDED BIDDER:****Bloomberg Finance LP**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-918-021	Bloomberg Financial Services	PS/CM	1 Yr.	Finance Office Gary Jeppesen	0100/5150	9902	54,900.00

**COMMENTS:** The Bloomberg Financial Services terminal is a comprehensive news, research, and analytical tool for the financial markets. Use of the terminal allows the finance staff to research investment markets and individual securities to purchase and maintain investment securities appropriate to the goals of the district.

**PURCHASING AGENDA SUMMARY**

**July 15, 2025**

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

**RECOMMENDED BIDDER:**

**Discovery Education, Inc**

<i><b>BID NUMBER</b></i>	<i><b>BID TITLE</b></i>	<i><b>BID CATEGORY</b></i>	<i><b>BID TERM</b></i>	<i><b>DESTINATION/ REQUESTER</b></i>	<i><b>*FUND/CC</b></i>	<i><b>**PROJECT/ SUB-PROJECT</b></i>	<i><b>TOTAL CONTRACT AMOUNT</b></i>
25-208-103	DreamBox Learning Math Licenses and Professional Development	PS/CM	1 Yr.	Elementary Education Michael Feeney	0100/5510	1180/6239	613,970.00
<b>COMMENTS:</b>	DreamBox/Discovery Math is powered by an intelligent adaptive engine that learns the learner by gathering an average of 800 data points per student per minute and uses that information to inform instruction within the platform. By integrating assessment and instruction, DreamBox/Discovery Math is able to provide personalization for each student. As a result, students receive individualized instruction focused on the basic foundational concepts they need, along with appropriate practice for mastery.						

**RECOMMENDED BIDDER:**

**Amira Learning**

<i><b>BID NUMBER</b></i>	<i><b>BID TITLE</b></i>	<i><b>BID CATEGORY</b></i>	<i><b>BID TERM</b></i>	<i><b>DESTINATION/ REQUESTER</b></i>	<i><b>*FUND/CC</b></i>	<i><b>**PROJECT/ SUB-PROJECT</b></i>	<i><b>TOTAL CONTRACT AMOUNT</b></i>
25-208-104	Amira Reading Suite Licenses	PS/CM	1 Yr.	Elementary Education Michael Feeney	0100/5510	1173/8480	780,000.00
<b>COMMENTS:</b>	Amira Learning is a computer-adaptive learning program, formerly Istation, available to all students. Engaging, research-based assessments and interactive instruction respond to the individual needs of each student. In addition to computer-based instruction, a rich library of supplemental lessons is included. Students can use Amira both at school and at home. Teachers are provided access to real-time results that provide data to monitor progress and help further differentiate instruction.						

**PURCHASING AGENDA SUMMARY****July 15, 2025**

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**RECOMMENDED BIDDER:****Learn by Doing, Inc.**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-208-096	Albert IO Licenses & Training	PS/CM	1 Yr.	High School Education Advanced Studies Rita Vasquez	0100/6030	6239/1029	178,460.00

**COMMENTS:** Albert IO is an online platform used for Advanced Studies AP classes. The resources used better prepares students for college-access and required college-entrance assessments.

**RECOMMENDED BIDDER:****Marzano Evaluation Center**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-961-097	IE Observation Annual License	PS/CM	1 Yr.	Professional Development Jolene Jackson	0100/5880	2903/5513	254,640.00

**COMMENTS:** The renewal of the license subscription is for the product and service of the employee evaluation system for the 2025-26 school year.

**RECOMMENDED BIDDER:****Smith Fence Company**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
23-968-208	Fencing, Gate Operators and Handrails Installed	RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	1,600,000.00 (Estimated)

**COMMENTS:** This contract secures fixed, firm pricing for fencing, gate operators, and handrails throughout the district.

**PURCHASING AGENDA SUMMARY****July 15, 2025**

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**RECOMMENDED BIDDER:****Carl Hankins, Inc.**

<i><b>BID NUMBER</b></i>	<i><b>BID TITLE</b></i>	<i><b>BID CATEGORY</b></i>	<i><b>BID TERM</b></i>	<i><b>DESTINATION / REQUESTER</b></i>	<i><b>*FUND/CC</b></i>	<i><b>**PROJECT/ SUB-PROJECT</b></i>	<i><b>TOTAL CONTRACT AMOUNT</b></i>
23-968-193	Directional Boring and Hand Trenching	RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	300,000.00 (Estimated)
<b>COMMENTS:</b>	This contract secures firm pricing for labor, material and all equipment necessary to perform underground utility and excavation for electrical, firm alarm, intercom, and security installations throughout the district.						

**RECOMMENDED BIDDER:****Vantage Point Disposition, LLC**

<i><b>BID NUMBER</b></i>	<i><b>BID TITLE</b></i>	<i><b>BID CATEGORY</b></i>	<i><b>BID TERM</b></i>	<i><b>DESTINATION / REQUESTER</b></i>	<i><b>*FUND/CC</b></i>	<i><b>**PROJECT/ SUB-PROJECT</b></i>	<i><b>TOTAL CONTRACT AMOUNT</b></i>
25-962-095	Electronics Recycling and Disposal Services	PB	6 Mo.	Warehouse Dept. Michael Hewett	0100/5490	9903/6071	100,000.00 (Est. Revenue)
<b>COMMENTS:</b>	Utilizing the School Board of Volusia County Contract No. ITB CPT-24-003CE secures firm, fixed pricing for revenue generating sales of electronic devices, recycling services of salvaged end-of-life electronics in an environmentally responsible manner.						

**RECOMMENDED BIDDER:****Fleet Acquisitions LLC d.b.a. Fleet Products**

<i><b>BID NUMBER</b></i>	<i><b>BID TITLE</b></i>	<i><b>BID CATEGORY</b></i>	<i><b>BID TERM</b></i>	<i><b>DESTINATION / REQUESTER</b></i>	<i><b>*FUND/CC</b></i>	<i><b>**PROJECT/ SUB-PROJECT</b></i>	<i><b>TOTAL CONTRACT AMOUNT</b></i>
24-060-002	Motor Vehicle Filters	RN	1 Yr.	Vehicle Maintenance T. Mark Hagewood	Various	Various	55,000.00 (Estimated)
<b>COMMENTS:</b>	This contract will provide filters for the maintenance and repair of district-owned vehicles and equipment.						

**PURCHASING AGENDA SUMMARY**

**July 15, 2025**

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**RECOMMENDED BIDDER:**

**Glass Service 8, Inc.**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>NEW TOTAL CONTRACT AMOUNT</b>
24-AM-004	Glass and Mirrors: Materials & Installation	RA	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	225,000.00
<b>COMMENTS:</b>	The original bid was board approved on November 12, 2024, for \$125,000. An additional \$100,000 is needed for the replacement of windows throughout the district as a result of damage from Hurricanes Helene and Milton. Funding for claims submitted through FEMA may be reimbursed to the district.						

**RECOMMENDED BIDDER:**

**Johnson Controls, Inc.**

<b>BID NUMBER</b>	<b>BID TITLE</b>	<b>BID CATEGORY</b>	<b>BID TERM</b>	<b>DESTINATION / REQUESTER</b>	<b>*FUND/CC</b>	<b>**PROJECT/ SUB-PROJECT</b>	<b>TOTAL CONTRACT AMOUNT</b>
25-936-109	HVAC Systems with Related Products and Services	PB	3.5 Yr.	Maintenance Dept. Michael Hewett	Various	Various	1,667,000.00 (Estimated)
<b>COMMENTS:</b>	Utilizing Sourcewell Contract #080824-JHN; HVAC Systems with Related Products and Services secures a percentage discount for Johnson Controls HVAC units, equipment, products, and services.						

**\*Key to Fund Sources:**

**0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs**

**\*\*Key to Categorical Sources:**

**23XX: Referendum Funds**

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-785-101

**Title:** Classic Learning Initiatives, CLT Exams

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/25 thru 6/30/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 269,977.50 (Estimated)

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

**Renewal Options:**

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

The Classic Learning Test, or CLT, is a college entrance exam, comparable to the ACT and SAT that the Florida Legislature has approved for use by public schools. Additionally, this is another standardized test that can be used by students who need to earn a concordant score to meet the state's graduation requirements for either (or both) the state's English Language Arts and Reading assessment, and the state's Algebra assessment.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Districtwide High Schools  
**Title:** Director, Purchasing Department

**Requested By:** Rita Vasquez   **Buyer:** Barbara Molfetta  
**Title:** Executive Director, High School Education   Purchasing Analyst

Contractor Name: Classic Learning Initiatives LLC  
Address: 164 Conduit Street  
Annapolis, MD 21401  
Phone: 844-925-8392  
Email: info@cltexam.com  
Vendor ID: V-42162

(See Attached Tabulation)

AGREEMENT  
between  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA  
and  
CLASSIC LEARNING INITIATIVES, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and CLASSIC LEARNING INITIATIVES, LLC (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin July 1, 2025, and end June 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$269,977.50 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payments will be made in quarterly installments, unless all deliverables have been received in one bulk unit, in which event payment in full will be made within the timeframe specified herein.
  - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
  - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local

laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
  - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
  - B. With Cause: The material failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: Intentionally omitted.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be

construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected by Contractor in the course of its performance of services under this Agreement and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required or permitted by this Agreement or required by law and that except

when the parent of a student or a student provides prior written consent for its release, all shared student records will be disclosed only to employees of Contractor, or employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or student, student records and information will not be disclosed except as allowed by the laws; and

- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions reasonably necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor may securely retain any personally identifiable student records and information, or some segregable portion thereof, for Contractor's business purposes, including but not limited to, responding to student's score report requests, providing linking services, conducting test security investigations, and preparing aggregate data reports. For the avoidance of doubt, if a student elects (either on a paper or electronic assessment, or through the student's account on the Contractor's online platform) to have their personally identifiable records and information provided to third parties, including colleges or universities, Contractor's provision of such student's personally identifiable records and information to third parties for the purpose of connecting students with colleges and universities shall not constitute a breach of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating

to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

\_\_\_\_\_  
Noah J. Tyler CFO  
Classic Learning Initiatives LLC  
73 Franklin Street  
Annapolis, MD 21401

Board Project Contact:

\_\_\_\_\_  
Rita Vasquez, Executive Director High School Ed.  
P.O. Box 2942  
Largo, FL 33779-2942

Board Administrative Contact:

\_\_\_\_\_  
Rita Vasquez, Executive Director High School Ed.  
P.O. Box 2942  
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. 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 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 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

- 20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
- 21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
- 22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
- 23. E-Verify
  - a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
  - b. Subcontractors
    - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
  - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
Laura Hine, Chairperson

Date: \_\_\_\_\_


Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:




CLASSIC LEARNING INITIATIVES, LLC

By:

  
Noah J Tyler, CFO

Date: 6/12/25

Approved as to Form:

  
Office of School Board Attorney

FUNDING SOURCE: Operating Dollars

# Attachment A



## CLASSIC LEARNING INITIATIVES LLC

164 Conduit St  
Annapolis, MD 21401  
(443) 782-3733  
www.cllexam.com

### Estimate

#### ADDRESS

Shelby Noble (bookkeeper) Rita Vasquez  
Pinellas County School District (FL)  
301 4TH St. SW  
Largo, FL 33770

#### SHIP TO

Shelby Noble (bookkeeper) Rita Vasquez  
Pinellas County School District (FL)  
301 4TH St. SW  
Largo, FL 33770

ESTIMATE 1133  
DATE 06/10/2025  
EXPIRATION 07/15/2025  
DATE

SALES REP  
SS

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CLT Online	Price per online CLT for partners, which is 50% of the full-priced CLT	5,695	34.50	196,477.50
CLT10 Online	Price per online CLT10	3,000	24.50	73,500.00
SUBTOTAL				269,977.50
TOTAL				<b>\$269,977.50</b>

Accepted By

Accepted Date

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-099

**Title:** Adobe K12 District Enterprise Licenses

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 8/1/25 thru 7/31/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 55,545.00

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

**Renewal Options:**

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

**Rationale/Reason**

Adobe licenses are required to access products in the Adobe Creative Cloud Suite and Adobe Acrobat for students and staff members. This license is currently \$4.83 per person per year. Use of Adobe software is vital to the education of our students and required for Adobe Industry Certifications that are eligible for CAPE funding back to the programs and for School Grade Acceleration. This is used by CTE, Art, and TIS for up to 11,500 students and staff members.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Districtwide  
**Title:** Director, Purchasing Department

**Requested By:** Steve Plummer   **Buyer:** Barbara Molfetta  
**Title:** Curriculum Specialist, Business Technologies, Information Technologies, Marketing & Diversified Education

---

Contractor Name: Discovery Educational Systems  
Address: 13833 Wellington Trace  
E4-201  
Wellington, FL 33414  
Phone: 800-331-5489  
Email: dan@discovery.com  
Vendor ID: V-0649

(See Attached Tabulation)

AGREEMENT  
between  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA  
and  
[DISCOVERY EDUCATIONAL SYSTEMS CORP.]

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and [DISCOVERY EDUCATIONAL SYSTEMS CORP. (hereinafter "Contractor")].

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin August 1, 2025, and end July 31, 2026. The parties reserve the right to extend this Agreement for a specified period by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$ 55,545.00 for full and satisfactory performance of services under this Agreement.  
The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will follow all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.
6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
  - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.

- B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
- C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.
- (Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.
11. Confidentiality: Contractor agrees that subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered because of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon

termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

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15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

Dan Wechsler, President,  
Discovery Educational Systems Corp.  
13833 Wellington Trace E4-201  
Wellington, FL 33414

Board Contact:

Steven Plummer, Curriculum Specialist, Career Technical  
and Adult Education,  
Pinellas County Schools  
P.O. Box 2942  
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
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- Keep and maintain public records required by the School Board to perform the service.
  - 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.
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  - 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 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.
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- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
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    - (ii) Contract shall also require all its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
    - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
  - c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.

- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board because of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

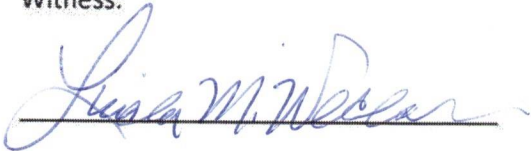
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson


Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

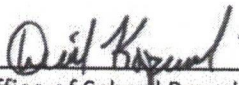


DISCOVERY EDUCATIONAL SYSTEMS CORP.

By:   
[Dan Wechsler, President]

Date: June 13, 2025

Approved as to Form:

  
Office of School Board Attorney

Attachment A: 3 pages that follow include Price Quote, Terms and Conditions, Add-On Additional License Price List

April 22, 2025

Quoted by: Daniel Wechsler – 800.331.5489 dan@diskovery.com

Steven Plummer 727-588-6206 plummers@pcsb.org  
 Supervisor  
 Business & Information Technology, Marketing & Diversified Education  
 Pinellas County Schools - CTAE  
 301 4TH Street SW  
 Largo, FL 33770

**ADOBE K12 District Enterprise Licensing  
 Renewal - 12-Month Subscription Term  
 August 1, 2025 to July 31, 2026**

> Current Renewal Anniversary Date is August 1, 2025  
 > Renewal Order to be received no later August 5, 2025

> Additional Licenses may be acquired the term period. Minimum Order is (50) Licenses and cost is pro-rated based on when acquired during the term period. **Refer to Add-On Pricing Scheduled (attached)**

Order SKU #	Qty	Subscription 12-Month Term License	Adobe Price per License	Adobe Extended Total
ADB-K12D-R12	11,500	Adobe K12 District Enterprise CC All Apps - Named-User Licenses RENEWAL of 12-Month Subscription Term	\$4.83 <del>srp \$4.93</del>	\$55,545.00
		<b>TOTAL</b>		<b>\$55,545.00</b>

Pricing valid up to June 30, 2025

Any adjustments to be addressed in regards to Quantities and Deployment Objectives.

Please contact me to review and address any questions and configuration related matters

Thank you.

*Daniel Wechsler*

Dan Wechsler PCSB Vendor # V-000000649  
 dan@diskovery.com | 800.331.5489 | fax: 561.683.8416

*M. [Signature]* 5/6/25

April 22, 2025

Quoted by: Daniel Wechsler – 800.331.5489 dan@diskovery.com

Steven Plummer 727-588-6206 plummers@pcsb.org  
 Supervisor  
 Business & Information Technology, Marketing & Diversified Education  
 Pinellas County Schools - CTAE

## ADOBE K12 District Enterprise Licensing

Add-On Additional Licenses during the Term Period are Pro-Rated

### Schedule for Budgeting Projections August 1, 2025 to July 31, 2026

- > Adobe Minimum Add-On Order is for (50) Licenses
- > Adobe Licenses are populated to the Admin Console per Adobe processing schedule after receipt of PO

Purchase Pro-Rated Date Ranges	Pro-Rated Term Period	Adobe Add-On Pro-Rated Price Minimum order is (50) Licenses
July 2, 2025 to August 1, 2025	12-Month	\$4.83 per license
August 2, 2025 to September 1, 2025	11-Month	\$4.49 per license
September 2, 2025 to October 1, 2025	10-Month	\$4.08 per license
October 2, 2025 to November 1, 2025	9-Month	\$3.67 per license
November 2, 2025 to December 1, 2025	8-Month	\$3.27 per license
December 2, 2025 to January 1, 2026	7-Month	\$2.86 per license
January 2, 2026 to February 1, 2026	6-Month	\$2.45 per license
February 2, 2026 to March 1, 2026	5-Month	\$2.03 per license
March 2, 2026 to April 1, 2026	4-Month	\$1.63 per license
April 2, 2026 to May 1, 2026	3-Month	\$1.23 per license
May 2, 2026 to June 1, 2026	2-Month	\$0.82 per license
June 2, 2026 to July 1, 2026	1-Month	\$0.41 per license

Pricing based on Adobe April 2025 Pricing/Product Schedule. Subject to change per Adobe per Month  
 Pricing is for budget purposes. Please request a confirming pricing quote

Please contact me to review and address any questions and configurations. Thank you.

*Daniel Wechsler*  
 Dan Wechsler PCSB Vendor # V-000000649  
 dan@diskovery.com | 800.331.5489 | fax: 561.683.8416



April 22, 2025

Steve Plummer  
Business & Information Technology, Marketing & Diversified Education  
Pinellas County Schools  
301 4th Street SW.  
Largo, FL 33770

**Adobe K12 District Enterprise Subscription Annual Term = \$ 55,545.00**

**SUBSCRIPTION TERM PERIOD: August 1, 2025 to July 31, 2026**

Diskovery Educational Systems is an Adobe Academic Gold Partner with configuring a sole source distribution of the various Adobe Education Software Solution Licensing Programs to PCSB, based on encompassing the services of reselling of the Adobe products combined with providing licensing history reporting; negotiating Adobe enterprise pricing; specific PCSB pricing schedules; assisting end-user with Adobe software usage configurations with analysis of software performance objectivity. Support interfacing with end-user to resolve and/or coordinate with Adobe as situations arise.

**CRITICAL RENEWAL DATE:** Adobe Licenses *are to be renewed by Anniversary Date of August 1, 2025.*  
**Purchase Order to be received by Diskovery Educational Systems no later August 5, 2025 for continual usage.**

**Price Inclusive of Diskovery Educational Systems' Sole Source Services with Adobe Licensing**

- ▼ 11,500 Adobe CC All Apps K12 Named-User Licenses
- ▼ District Wide Licenses of Adobe Express for Education
- ▼ Additional CC K12 Named-User Licenses Added-On during the Subscription will be pro-rated at a cost configured based on the remaining subscription term
- ▼ Free instructional and online learning resources
- ▼ Minimum Order for Additional Add-On's is (50) Licenses ordered on a Single Purchase Order
- ▼ Coordinating and considerations of any possible Adobe NDA Non-Disclosure Agreement(s) when/if applicable
- ▼ Managing the District Adobe VIP Account in Monitoring of Application(s) Usage & Budgeting Cost Factors
- ▼ Interfacing with District on Adobe Software Deployment with User Groups and Licensing Quantity Verification
- ▼ Assisting District in the managing of the Adobe Admin Console - Providing Renewal Notifications & Updates
- ▼ Assistance with Compliance - coordinating with District in identifying usage areas requiring Adobe licensing
- ▼ Point of contacts for arranging with Adobe Support Services and Resources
- ▼ Available by phone and email to assist District personnel with Adobe product information

**PURCHASE ORDER PROCESSING:** Immediately upon receipt by Diskovery. Terms are Net 30-Days

**DELIVERY:** Adobe Order Confirmation is delivered by email to Steve Plummer

*Daniel Wechsler* Date: April 22, 2025  
Daniel Wechsler PCSB Vendor # V-000000649  
President | dan@diskovery.com  
800.331.5489 | fax: 561.683.8416

\_\_\_\_\_  
Pinellas County Schools  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

*School Board of Pinellas County, Florida*

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**School Board Meeting of: July 15, 2025**

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**Contract No:** 24-961-010

**Bid File Title:** Council of the Great City  
Schools 25/26 membership  
dues

**Contract Period:** July 1, 2025 thru June 30, 2026

☒ N/A - One Time Purchase

**Contract Value:** \$ 56,564.00

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

**\* Rationale/Reason**

Membership in Council of the Great City Schools provides federal education legislative advocacy to Pinellas County for the 2025-26 school year.

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB    **For:** Various Schools  
**Title:** Director, Purchasing Department

**Requested By:** Cathy Hunt    **Buyer:** Joe Benjamin  
**Title:** Administrative Assistant to District  
Superintendent

---

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

**COUNCIL OF THE GREAT CITY SCHOOLS**

Invoice No. 10-40057-25



Council of the Great City Schools  
1331 Pennsylvania Avenue, N.W., Suite 1100N  
Washington, D.C. 20004  
(202) 393-2427  
E.I.N. 36-2481232

Bill To: Mr. Kevin K. Hendrick  
Superintendent  
Pinellas County Public Schools  
301 4<sup>th</sup> Street SW  
Largo, FL 33770

**\*\* INVOICE \*\***

Date	Description	Amount Due
4/15/2025	FY 2025-2026 Membership Dues  Due on or before July 1, 2025  ACH Transfer is the Preferred Payment method Account Name: Council of the Great City Schools Account Number: 6622369194 Type of Account: Checking ABA Number: 063107513 Bank Name: Wells Fargo	\$56,564.00
	<b>TOTAL:</b>	<b>\$56,564.00</b>

*Please remit check to the address  
above*

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-106

**Title:** IXL Learning MS and HS Math Site Licenses

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 8/28/25 thru 8/28/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 269,045.00

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

**Renewal Options:**

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

**Rationale/Reason**

These site licenses support middle school (6-8) and high school (9-12) students across the district. IXL math provides a highly structured, engaging, environment for students to master specific skills.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Middle and High Schools  
**Title:** Director, Purchasing Department

**Requested By:** Tara Fowler   **Buyer:** Barbara Molfetta  
**Title:** 9-12 Mathematics Specialist, 9-12 Math   **Purchasing Analyst**

Contractor Name: IXL Learning Inc  
Address: 777 Mariners Island Blvd  
Suite 600  
San Mateo, CA 94404  
Phone: 855-255-8800  
Email: orders@ixl.com  
Vendor ID: V-29781

(See Attached Tabulation)

AGREEMENT  
between  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA  
and  
IXL LEARNING

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and IXL LEARNING (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin August 28, 2025, and end August 28, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$269,045.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payments will be made in quarterly installments, unless all deliverables have been received in one bulk unit, in which event payment in full will be made within the timeframe specified herein.
  - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
  - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of

1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
  - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
  - B. With Cause: The material failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: Intentionally omitted.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended

to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected by Contractor in the course of its performance of services under this Agreement and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required or permitted by this Agreement or required by law and that except when the parent of a student or a student provides prior written consent for its release, all shared student records will be disclosed only to employees of Contractor, or employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions reasonably necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor may securely retain any personally identifiable student records and information, or some segregable portion thereof, for Contractor's business purposes, including but not limited to, responding to student's score report requests, providing linking services, conducting test security investigations, and preparing aggregate data reports. For the avoidance of doubt, if a student elects (either on a paper or electronic assessment, or through the student's account on the Contractor's online platform) to have their personally identifiable records and information provided to third parties, including colleges or universities, Contractor's provision of such student's personally identifiable records and information to third parties for the purpose of connecting students with colleges and universities shall not constitute a breach of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

\_\_\_\_\_  
Paul Mishkin, CEO  
IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Board Project Contact:

\_\_\_\_\_  
Tara Fowler, 9-12 Mathematics  
P.O. Box 2942  
Largo, FL 33779-2942

Board Administrative Contact:

\_\_\_\_\_  
Tara Fowler, 9-12 Mathematics  
P.O. Box 2942  
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.

18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.

19. 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 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 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
  - b. Subcontractors

- (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
  - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
Laura Hine, Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

IXL LEARNING

Anya Katanski

By: Paul Mishkin  
Paul Mishkin, CEO

Date: 6/16/2025

Approved as to Form:

David Kaplan  
Office of School Board Attorney

FUNDING SOURCE: Operating Dollars



## Attachment A

## RENEWAL QUOTE

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

QUOTE # 1384236-2  
DATE: MARCH 25, 2025

TO:  
Matthew Rothenberger  
Pinellas County School District  
PO BOX 2942  
LARGO, FL 33779

### COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Stephanie Fuchs	A20-2896737	August 28, 2025 - August 28, 2026	August 28, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 6-8) Subject: Math <i>Pinellas County School District- Middle School Math</i>	17500	\$10.50	\$183,750.00
Total Price			\$183,750.00

TOTALS	
Total Subscriptions List Price	\$183,750.00
Grand Total	\$183,750.00

### Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click [here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1384236-2. For international accounts, we can accept wire transfers for an additional fee.



IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

## RENEWAL QUOTE

QUOTE # 1384236-3  
DATE: MARCH 25, 2025

TO:  
Matthew Rothenberger  
Pinellas County School District  
PO BOX 2942  
LARGO, FL 33779

### COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Stephanie Fuchs	A20-2896737	August 28, 2025 - August 28, 2026	August 28, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 9-12) Subject: Math <i>Pinellas County School District- High School Math</i>	8000	\$10.50	\$84,000.00
Total Price			\$84,000.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
Express PD	1	\$1,295.00	\$1,295.00
Total Price			\$1,295.00

TOTALS	
Total Subscriptions List Price	\$84,000.00
Total Services List Price	\$1,295.00
Grand Total	\$85,295.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1384236-3. For international accounts, we can accept wire transfers for an additional fee.



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

- 6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
  - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
  - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
  - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**
- 7. LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-107

**Title:** Prisms of Reality VR Student Math  
Licenses and Professional Development

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/25 thru 6/30/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 84,520.00

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

**Renewal Options:**

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

**Rationale/Reason**

The expansion of PrismsVR, from Prisms of Reality, will bring immersive virtual reality mathematics lessons in Pre-Algebra, Algebra 1, Geometry, and Advanced Algebra to students in 12 additional high schools. Students will engage in a learning experience through the use of virtual reality glasses that will draw them in to the content, provide real-world context to the math they are working on, and create opportunities to apply mathematics to solve complex problems. PrismsVR enhances the learning opportunities by providing the learning hook that engages students in challenging mathematics concepts.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** High Schools  
**Title:** Director, Purchasing Department

**Requested By:** Kimberly Hill   **Buyer:** Barbara Molfetta  
**Title:** Director, Office of Student Experience   Purchasing Analyst

Contractor Name: Prisms of Reality Inc  
Address: 26 O'Farrell Street  
7<sup>th</sup> Floor  
San Francisco, CA 94108  
Phone: 714-788-6226  
Email: accounting@prismsvr.com  
Vendor ID: V-41682

(See Attached Tabulation)

25-208-107

AGREEMENT  
between  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA  
and  
PRISMS OF REALITY INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and PRISMS OF REALITY INC. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin July 01, 2025, and end June 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$84,520.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payments will be made in quarterly installments.
  - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
  - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any

employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
  - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
  - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary

limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).

15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Anurupa Ganguly, Founder and CEO  
435 Brannan Street  
Suite 207  
San Francisco, California 94107

Board Project Contact: Kim Hill, Student Experience  
P.O. Box 2942  
Largo, FL 33779-2942

Board Administrative Contact: Kim Hill, Student Experience  
P.O. Box 2942  
Largo, FL 33779-2942

16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.

18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.

19. 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 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 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

- 20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
- 21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
- 22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
- 23. E-Verify
  - a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
  - b. Subcontractors
    - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
  - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
Laura Hine, Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

\_\_\_\_\_

PRISMS OF REALITY INC.

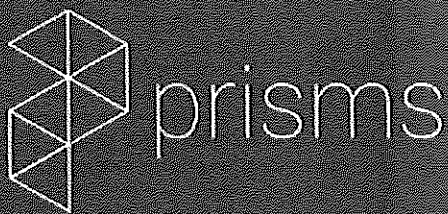
By: Anurupa Ganguly  
Anurupa Ganguly, Founder and CEO

Date: June 12, 2025

Approved as to Form:

David K. [Signature]  
Office of School Board Attorney

FUNDING SOURCE: Referendum Dollars



26 O'Farrell St.,  
7th Floor  
San Francisco, CA 94108  
prismsvr.com

## Attachment A

Pinellas County Schools Renewal Proposal  
for Prisms of Reality Inc.

Return to  
michelle.moore@prismsvr.com

Proposal generation date: 05/16/2025

### Description of Licenses, Services, and Fees

HARDWARE			
Description	Cost per Unit (\$)	Number of Units	Total Cost (\$)
Number of Supported Existing Headsets	-	480	-
Hardware Subtotal			\$0.00

PLATFORM			
Description	Cost per Unit (\$)	Number of Units	Total Cost (\$)
Student VR Software Licenses (Math Only)	\$15.00	3,000	\$45,000.00
Administrator and Teacher Licenses	Included	N/A	\$0.00
LMS Integration (e.g., Clever, Canvas, Google)	Included	N/A	\$0.00
Teacher Dashboard Access and Reporting	Included	N/A	\$0.00
Platform Subtotal			\$45,000.00

SUPPORT			
Description	Cost per Unit (\$)	Number of Units	Total Cost (\$)
Professional Development Days	\$3,200.00	5	\$16,000.00
Technical Support & MDM	\$23,520.00	1	\$23,520.00
Data reviews with district / school leadership	Included	N/A	\$0.00
Support Subtotal			\$39,520.00

Total			\$84,520.00
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### Schools included in this proposal:

High Schools: Boca Ciega HS, Clearwater HS, Countryside HS, Dixie Hollins HS, Dunedin HS, Gibbs HS, Lakewood HS, Largo HS, Northeast HS, Pinellas Park HS, Richard O Jacobson HS, Seminole HS, St. Petersburg HS, Tarpon Springs HS

### Prisms of Reality Terms

1. Terms of Proposal: The terms of this proposal are valid for 30 days after the proposal generation date.
2. Term of Partnership: The partnership term is 12 months, beginning on 07/01/2025 and ending on 06/30/2026.
3. Terms of Payment: Invoices are to be paid within Net 30 terms from the date of headset delivery.
4. Terms of Pricing: The pricing provided here is subject to change after the proposal's expiration date and/or in subsequent academic years.



26 O'Farrell St.,  
7th Floor  
San Francisco, CA 94108  
prismsvr.com

My signature below indicates that I am an authorized representative of my organization; I have reviewed, understand, and accept all terms outlined in this proposal describing the partnership between Prisms of Reality Inc. and Pinellas County Schools

Prisms of Reality Inc.

Pinellas County Schools

*Anurupa Ganguly*

Name:

Name:

Founder & CEO

Title:

Title:

June 12, 2025

Date:

Date:

**STUDENT RECORDS CONFIDENTIALITY AND  
NON-REDISCLOSURE AGREEMENT**

THIS STUDENT RECORDS CONFIDENTIALITY AND NON-REDISCLOSURE AGREEMENT ("Agreement") is entered into this 15 day of July, 2025, by and between the School Board of Pinellas County, Florida, through its administrative agent (the "District"), and Prisms of Reality Inc. ("Contractor"). The parties to this Agreement hereby acknowledge and agree to the following:

**ACKNOWLEDGMENT**

Contractor may be provided access to information which includes personally identifiable student records or reports for the limited purpose(s) of providing students an immersive learning experience through virtual reality. Contractor acknowledges the following:

- That the term "Contractor" shall include Contractor's employees and agents; as such, each of Contractor's employees' and agents' authorized access to this information is bound by the acknowledgments and agreements herein;
- That the information provided in the student records is confidential and its release may be restricted or prohibited by law ("confidential information"); and
- That any report, paper, publication, summary, synopsis, development, etc. created by Contractor that contains individual and identifiable student information is considered and shall be confidential information for purposes of this Agreement.

**AGREEMENT**

The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights and Privacy Act (FERPA) and that Contractor shall abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor agrees that at no time will confidential information be sold, distributed or transferred to any other party without the express written consent of the District, which may only be given in accordance with applicable law. Contractor further agrees that it shall regard all such information as confidential. Contractor shall not disclose, re-disclose, share, reveal, communicate, impart or divulge the confidential information to any person or entity outside of Contractor's organization, unless required by law or regulation. Contractor shall take the same or greater precautions to protect the confidential information as is taken with Contractor's own confidential proprietary information.

Contractor shall not disclose confidential information to a third party, except under the following circumstances:

- When authorized by the District;
- When required by court order or subpoena.

In the event Contractor becomes legally compelled to disclose confidential information, Contractor will use commercially reasonable efforts to promptly notify District and will provide

reasonable cooperation to District in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the confidential information in such circumstances.

Contractor agrees that when presenting, publishing, reporting or otherwise disclosing any findings, developments, summaries, etc., Contractor shall not reveal any confidential information which would identify a student or parent, to any person who is not authorized to receive such information, including but not limited to employees of Contractor and/or District.

The Contractor agrees to comply with § 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all District data will be stored, processed, and maintained solely on designated servers and that no District data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a District officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by PCS for any general or specific case. The Contractor shall ensure that all District data included as part of its backup and recovery processes shall be encrypted in transit and at rest during such processes using encryption standards that meet current best practices and standards, and are not inclusive of a weak key or deprecated, obsolete, or vulnerable encryption protocol or process.

The Contractor shall employ industry best practices, both technically and procedurally, to protect District data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by the District. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such

information and protocols concerning further dissemination consistent with this Agreement; and

- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

This Agreement shall be effective until the earlier of (i) either party providing written notice of termination, with or without cause, to the other, or (ii) Contractor's ceasing to perform the work or tasks necessitating this Agreement. The obligations of this Agreement will survive the termination of this Agreement and any return or destruction of the confidential information. Upon termination of the Agreement Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

Notwithstanding any provision to the contrary contained in this Agreement, Contractor shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by Contractor. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The parties agree that this Agreement and any attachments hereto (i) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the information, (ii) supersede all related discussions and other communications between the parties with respect to this subject matter, (iii) may only be modified in writing by authorized representatives of both parties, (iv) shall be governed by and construed in accordance with the laws of the state of Florida. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. Any provisions which by their nature should survive the termination of this Agreement shall so survive.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR CONTRACTOR:

FOR THE DISTRICT:

Anurupa Ganguly  
\_\_\_\_\_  
President, CEO, or other Executive Officer  
Signature

\_\_\_\_\_  
Signature

Anurupa Ganguly  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Founder & CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-918-021

**Title:** Bloomberg Financial Services

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/25 thru 6/30/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 54,900.00

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

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

**Rationale/Reason**

The Bloomberg Financial Services terminal is comprehensive news, research, and analytical tool for the financial markets. Use of the terminal allows the Finance staff to research investment markets and individual securities to purchase and maintain investment securities appropriate to the goals of the School Board.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Finance Office  
**Title:** Director, Purchasing Department

**Requested By:** Gary Jeppesen   **Buyer:** Barbara Molfetta  
**Title:** Chief Financial Officer   Purchasing Analyst

Contractor Name: Bloomberg Finance LP  
Address: 731 Lexington Avenue  
New York, NY 10022  
Phone: 212-318-2000  
Vendor ID: V-284

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-103

**Title:** DreamBox Learning Math Licenses  
and Professional Development

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/25 thru 6/30/25

☐ N/A - One Time Purchase

**Contract Value:** \$ 613,970.00

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

**Renewal Options:**

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

**Rationale/Reason**

DreamBox/Discovery Math is powered by an intelligent adaptive engine that learns the learner by gathering an average of 800 data points per student per minute and uses that information to inform instruction within the platform. By integrating assessment and instruction, DreamBox/Discovery Math is able to provide an unprecedented level of personalization for each student based not just on answers, but on their strategies. As a result, students receive individualized instruction focused on the basic foundational concepts they need, along with appropriate practice for mastery. As a result of our investment in extensive research and innovation, DreamBox/Discovery Math has created an educational program that includes an intelligent adaptive sequencing engine, exclusive curriculum and includes intellectual property rights that produce a unique and impactful educational experience.

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
**Title:** Director, Purchasing Department

**For:** Elementary Education

**Requested By:** Michael Feeney  
**Title:** Executive Director, Elementary Education

**Buyer:** Barbara Molfetta  
Purchasing Analyst

Contractor Name: Discovery Education Inc  
Address: 4350 Congress Street  
Suite 700  
Charlotte, NC 28209  
Phone: 888-892-3484  
Email: schools@dreambox.com  
Vendor ID: V-22418



## ORDER FORM

**Subscriber:** Pinellas County Schools  
**Address:** PO BOX 2942 LARGO, FL 33779-2942  
**Term:** 07/01/25 to 06/30/26  
**Quote Expiration:** 03/04/25

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
DreamBox Math Advanced	07/01/25	06/30/26	77- Site	\$6,025.58	\$463,970
DreamBox Math Advanced	07/01/25	06/30/26	6 - Site	\$0.00	\$0.00
DreamBox Math Embedded PDS	07/01/25	06/30/26	1 - Each	\$150,000.00	\$150,000.00

<b>TOTAL:</b>	<b>\$613,970.00</b>
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This Order Form and the Discovery Education Standard Terms of Services and License available at <https://discoveryeducation.com/terms-and-conditions> ('Standard Terms') constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

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*Invoices are typically generated at the beginning of the agreement or start of your next term and are due in accordance with the Standard Terms. If you would like to receive the invoice in advance, please visit [Company & Product Information – Discovery Education Help Center](#) for further instructions.*

**Pinellas County Schools**

By:  
(signature required)

\_\_\_\_\_

Title:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Discovery Education, Inc.**

By:  
(signature required)

\_\_\_\_\_

Title:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Please return with the signed Order Form:  
Exhibit A Licensed Products



**EXHIBIT A**  
**Licensed Products**

<b>DreamBox Math Advanced - Large</b>		
<b>SCHOOLS</b>	<b>START DATE</b>	<b>END DATE</b>
<b>BAY VISTA FUNDAMENTAL SCHOOL - 5900 DR MARTIN L KING JR ST S, ST PETERSBURG, FL. 33705</b>	07/01/2025	06/30/2026
<b>CURLEW CREEK ELEMENTARY SCHOOL - 3030 CURLEW RD, PALM HARBOR, FL. 34684-5000</b>	07/01/2025	06/30/2026
<b>CYPRESS WOODS ELEMENTARY SCHOOL - 4900 CYPRESS WOODS BLVD, PALM HARBOR, FL. 34685-1199</b>	07/01/2025	06/30/2026
<b>EISENHOWER ELEMENTARY SCHOOL - 2800 DREW ST FRNT, CLEARWATER, FL. 33759-3002</b>	07/01/2025	06/30/2026
<b>LEILA G DAVIS ELEMENTARY SCHOOL - 2630 LANDMARK DR, CLEARWATER, FL. 33761-3912</b>	07/01/2025	06/30/2026
<b>NEW HEIGHTS ELEMENTARY SCHOOL - 3901 37TH ST N, ST PETERSBURG, FL. 33714-4400</b>	07/01/2025	06/30/2026
<b>OAKHURST ELEMENTARY SCHOOL - 10535 ANTILLES DR, LARGO, FL. 33774-5335</b>	07/01/2025	06/30/2026
<b>OZONA ELEMENTARY SCHOOL - 601 TAMPA RD, PALM HARBOR, FL. 34683-5472</b>	07/01/2025	06/30/2026
<b>PLUMB ELEMENTARY SCHOOL - 1920 LAKEVIEW RD, CLEARWATER, FL. 33764-3793</b>	07/01/2025	06/30/2026
<b>SAWGRASS LAKE ELEMENTARY SCHOOL - 1815 77TH AVE N, ST PETERSBURG, FL. 33702-4800</b>	07/01/2025	06/30/2026
<b>SHORE ACRES ELEMENTARY SCHOOL - 1800 62ND AVE NE, ST PETERSBURG, FL. 33702-4799</b>	07/01/2025	06/30/2026
<b>SUTHERLAND ELEMENTARY SCHOOL - 3150 N BELCHER RD, PALM HARBOR, FL. 34683-2450</b>	07/01/2025	06/30/2026
<b>WALSINGHAM OAKS K-8 SCHOOL - 9099 WALSINGHAM RD, LARGO, FL. 33773-4399</b>	07/01/2025	06/30/2026

<b>DreamBox Math Advanced - Medium</b>		
<b>SCHOOLS</b>	<b>START DATE</b>	<b>END DATE</b>
<b>ANONA ELEMENTARY SCHOOL - 12301 INDIAN ROCKS RD, LARGO, FL. 33774-3099</b>	07/01/2025	06/30/2026
<b>AZALEA ELEMENTARY SCHOOL - 1680 74TH ST N, ST PETERSBURG, FL. 33710-4554</b>	07/01/2025	06/30/2026
<b>BARDMOOR ELEMENTARY SCHOOL - 8900 GREENBRIAR RD, SEMINOLE, FL. 33777-3500</b>	07/01/2025	06/30/2026
<b>BAUDER ELEMENTARY SCHOOL - 12755 86TH AVE, SEMINOLE, FL. 33776-2797</b>	07/01/2025	06/30/2026

<b>BAY POINT ELEMENTARY SCHOOL - 5800 22ND ST S, ST PETERSBURG, FL. 33712-5797</b>	07/01/2025	06/30/2026
<b>BELCHER ELEMENTARY SCHOOL - 2215 LANCASTER DR, CLEARWATER, FL. 33764</b>	07/01/2025	06/30/2026
<b>BELLEAIR ELEMENTARY SCHOOL - 1156 LAKEVIEW RD, CLEARWATER, FL. 33756-3524</b>	07/01/2025	06/30/2026
<b>BLANTON ELEMENTARY SCHOOL - 6400 54TH AVE N, ST PETERSBURG, FL. 33709-1600</b>	07/01/2025	06/30/2026
<b>BROOKER CREEK ELEMENTARY SCHOOL - 3130 FORELOCK RD, TARPON SPGS, FL. 34688-7286</b>	07/01/2025	06/30/2026
<b>CAMPBELL PARK ELEMENTARY SCHOOL - 1051 7TH AVE S, ST PETERSBURG, FL. 33705-1903</b>	07/01/2025	06/30/2026
<b>CROSS BAYOU ELEMENTARY SCHOOL - 6886 102ND AVE N, PINELLAS PARK, FL. 33782-2995</b>	07/01/2025	06/30/2026
<b>CURTIS FUNDAMENTAL ELEMENTARY SCHOOL - 531 BELTREES ST, DUNEDIN, FL. 34698-7999</b>	07/01/2025	06/30/2026
<b>DOUGLAS L JAMERSON ELEMENTARY SCHOOL - 1200 37TH ST S, ST PETERSBURG, FL. 33711-2210</b>	07/01/2025	06/30/2026
<b>DUNEDIN ELEMENTARY SCHOOL - 900 UNION ST, DUNEDIN, FL. 34698-8212</b>	07/01/2025	06/30/2026
<b>ELIS NELSON ELEMENTARY CENTER FOR GIFTED AND LITERACY INNOVATION - 415 15TH ST, PALM HARBOR, FL. 34683-5399</b>	07/01/2025	06/30/2026
<b>FAIRMOUNT PARK ELEMENTARY SCHOOL - 575 41ST ST S, ST PETERSBURG, FL. 33711-1514</b>	07/01/2025	06/30/2026
<b>FOREST LAKES ELEMENTARY SCHOOL - 301 PINE AVE N, OLDSMAR, FL. 34677-4621</b>	07/01/2025	06/30/2026
<b>FRONTIER ELEMENTARY SCHOOL - 6995 HOPEDALE LN, CLEARWATER, FL. 33764-7073</b>	07/01/2025	06/30/2026
<b>FUGUITT ELEMENTARY SCHOOL - 13010 101ST ST, LARGO, FL. 33773-5600</b>	07/01/2025	06/30/2026
<b>GARRISON - JONES ELEMENTARY SCHOOL - 3133 GARRISON RD, DUNEDIN, FL. 34698-9255</b>	07/01/2025	06/30/2026
<b>GULF BEACHES ELEMENTARY SCHOOL - 8600 BOCA CIEGA DR, ST PETERSBURG, FL. 33706-1421</b>	07/01/2025	06/30/2026
<b>GULFPORT ELEMENTARY MONTESSORI ACADEMY - 2014 52ND ST S, GULFPORT, FL. 33707-4928</b>	07/01/2025	06/30/2026
<b>HIGH POINT ELEMENTARY SCHOOL - 5921 150TH AVE N, CLEARWATER, FL. 33760-2196</b>	07/01/2025	06/30/2026
<b>HIGHLAND LAKES ELEMENTARY SCHOOL - 1230 HIGHLANDS BLVD, PALM HARBOR, FL. 34684-3014</b>	07/01/2025	06/30/2026
<b>JAMES B SANDERLIN IB WORLD SCHOOL - 2350 22ND AVE S, ST PETERSBURG, FL. 33712-3020</b>	07/01/2025	06/30/2026
<b>JOHN M SEXTON ELEMENTARY SCHOOL - 1997 54TH AVE N, ST PETERSBURG, FL. 33714-2077</b>	07/01/2025	06/30/2026

<b>LAKE ST GEORGE ELEMENTARY SCHOOL</b> - 2855 COUNTY ROAD 95, PALM HARBOR, FL. 34684-4439	07/01/2025	06/30/2026
<b>LAKEVIEW FUNDAMENTAL ELEMENTARY SCHOOL</b> - 2229 25TH ST S, ST PETERSBURG, FL. 33712-3423	07/01/2025	06/30/2026
<b>LAKEWOOD ELEMENTARY SCHOOL</b> - 4151 6TH ST S, ST PETERSBURG, FL. 33705-3909	07/01/2025	06/30/2026
<b>LEALMAN AVENUE ELEMENTARY SCHOOL</b> - 4001 58TH AVE N, ST PETERSBURG, FL. 33714-1145	07/01/2025	06/30/2026
<b>LYNCH ELEMENTARY SCHOOL</b> - 1901 71ST AVE N, ST PETERSBURG, FL. 33702-4899	07/01/2025	06/30/2026
<b>MADEIRA BEACH FUNDAMENTAL SCHOOL</b> - 591 TOM STUART CSWY, REDINGTON SHORES, FL. 33708	07/01/2025	06/30/2026
<b>MARJORIE RAWLINGS ELEMENTARY SCHOOL</b> - 6505 68TH ST N, PINELLAS PARK, FL. 33781-4946	07/01/2025	06/30/2026
<b>MAXIMO ELEMENTARY SCHOOL</b> - 4850 31ST ST S, ST PETERSBURG, FL. 33712-4399	07/01/2025	06/30/2026
<b>MCMULLEN - BOOTH ELEMENTARY SCHOOL</b> - 3025 UNION ST, CLEARWATER, FL. 33759-1623	07/01/2025	06/30/2026
<b>MELROSE ELEMENTARY SCHOOL</b> - 1752 13TH AVE S, ST PETERSBURG, FL. 33712-2414	07/01/2025	06/30/2026
<b>MIDTOWN ACADEMY</b> - 1701 10TH ST S, ST PETERSBURG, FL. 33705-2547	07/01/2025	06/30/2026
<b>MILDRED HELMS ELEMENTARY SCHOOL</b> - 561 CLEARWATER LARGO RD S, LARGO, FL. 33770-3294	07/01/2025	06/30/2026
<b>MOUNT VERNON ELEMENTARY SCHOOL</b> - 4629 13TH AVE N, ST PETERSBURG, FL. 33713-5132	07/01/2025	06/30/2026
<b>NORTH SHORE ELEMENTARY SCHOOL</b> - 200 35TH AVE NE, ST PETERSBURG, FL. 33704-1534	07/01/2025	06/30/2026
<b>NORTHWEST ELEMENTARY SCHOOL</b> - 5601 22ND AVE N, ST PETERSBURG, FL. 33710-4299	07/01/2025	06/30/2026
<b>OLDSMAR ELEMENTARY SCHOOL</b> - 302 DARTMOUTH AVE W, OLDSMAR, FL. 34677-3528	07/01/2025	06/30/2026
<b>ORANGE GROVE ELEMENTARY SCHOOL</b> - 10300 65TH AVE, SEMINOLE, FL. 33772-6901	07/01/2025	06/30/2026
<b>PASADENA FUNDAMENTAL ELEMENTARY SCHOOL</b> - 95 72ND ST N, ST PETERSBURG, FL. 33710-7599	07/01/2025	06/30/2026
<b>PERKINS ELEMENTARY SCHOOL</b> - 2205 18TH AVE S, ST PETERSBURG, FL. 33712-2753	07/01/2025	06/30/2026
<b>PINELLAS CENTRAL ELEMENTARY SCHOOL</b> - 10501 58TH ST N, PINELLAS PARK, FL. 33782-2698	07/01/2025	06/30/2026
<b>PINELLAS PARK ELEMENTARY SCHOOL</b> - 7520 52ND ST N, PINELLAS PARK, FL. 33781-3499	07/01/2025	06/30/2026
<b>PONCE DE LEON ELEMENTARY SCHOOL</b> - 1301 PONCE DE LEON BLVD, CLEARWATER, FL. 33756-1273	07/01/2025	06/30/2026

<b>RIDGECREST ELEMENTARY SCHOOL - 1901 119TH ST, LARGO, FL. 33778-1030</b>	07/01/2025	06/30/2026
<b>SAFETY HARBOR ELEMENTARY SCHOOL - 535 5TH AVE N, SAFETY HARBOR, FL. 34695-3012</b>	07/01/2025	06/30/2026
<b>SAN JOSE ELEMENTARY SCHOOL - 1670 SAN HELEN DR, DUNEDIN, FL. 34698-3499</b>	07/01/2025	06/30/2026
<b>SANDY LANE ELEMENTARY SCHOOL - 1360 SANDY LN, CLEARWATER, FL. 33755-2074</b>	07/01/2025	06/30/2026
<b>SEMINOLE ELEMENTARY SCHOOL - 10950 74TH AVE, SEMINOLE, FL. 33772-5499</b>	07/01/2025	06/30/2026
<b>SEVENTY - FOURTH STREET ELEMENTARY SCHOOL - 3801 74TH ST N, ST PETERSBURG, FL. 33709-4401</b>	07/01/2025	06/30/2026
<b>SKYCREST ELEMENTARY SCHOOL - 10 N CORONA AVE, CLEARWATER, FL. 33765-2999</b>	07/01/2025	06/30/2026
<b>SKYVIEW ELEMENTARY SCHOOL - 8601 60TH ST N, PINELLAS PARK, FL. 33782-4898</b>	07/01/2025	06/30/2026
<b>STARKEY ELEMENTARY SCHOOL - 9300 86TH AVE, SEMINOLE, FL. 33777-2613</b>	07/01/2025	06/30/2026
<b>SUNSET HILLS ELEMENTARY SCHOOL - 1347 GULF RD, TARPON SPGS, FL. 34689-2798</b>	07/01/2025	06/30/2026
<b>TARPON SPGS FUNDMNTL ELEMENTARY SCHOOL - 400 E HARRISON ST, TARPON SPGS, FL. 34689-4599</b>	07/01/2025	06/30/2026
<b>TARPON SPRINGS ELEMENTARY SCHOOL - 555 PINE ST, TARPON SPGS, FL. 34689-4003</b>	07/01/2025	06/30/2026
<b>WESTGATE ELEMENTARY SCHOOL - 3560 58TH ST N, ST PETERSBURG, FL. 33710-1936</b>	07/01/2025	06/30/2026

<b>DreamBox Math Advanced - Small</b>		
<b>SCHOOLS</b>	<b>START DATE</b>	<b>END DATE</b>
<b>BEAR CREEK ELEMENTARY SCHOOL - 350 61ST ST S, ST PETERSBURG, FL. 33707-1515</b>	07/01/2025	06/30/2026
<b>CALVIN HUNSINGER SCHOOL - 1863 N BETTY LN, CLEARWATER, FL. 33755-1907</b>	07/01/2025	06/30/2026
<b>CHI CHI RODRIGUEZ ACADEMY - 3030 N MCMULLEN BOOTH RD, CLEARWATER, FL. 33761-3331</b>	07/01/2025	06/30/2026
<b>EDUCATIONAL ALTERNATIVE SERVICES-DROPOUT PREVENTION - 301 4TH ST SW, LARGO, FL. 33770</b>	07/01/2025	06/30/2026
<b>HOSPITAL/HOMEBOUND - 1960 DRUID RD E, CLEARWATER, FL. 33764-4721</b>	07/01/2025	06/30/2026
<b>KINGS HIGHWAY ELEMENTARY SCHOOL - 1715 KINGS HWY, CLEARWATER, FL. 33755-2026</b>	07/01/2025	06/30/2026
<b>NINA HARRIS SCHOOL - 6000 70TH AVE N, PINELLAS PARK, FL. 33781-4134</b>	07/01/2025	06/30/2026

<b>RICHARD L SANDERS SCHOOL - 5025 76TH AVE N, PINELLAS PARK, FL. 33781-3400</b>	<b>07/01/2025</b>	<b>06/30/2026</b>
<b>WOODLAWN ELEMENTARY SCHOOL - 1600 16TH ST N, ST PETERSBURG, FL. 33704-4022</b>	<b>07/01/2025</b>	<b>06/30/2026</b>

## DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT ("**Agreement**") is entered into on the day of last signature below ("**Effective Date**"), by and between Discovery Education, Inc., an Illinois corporation, with a principal office located at 4350 Congress Street, Suite 700, Charlotte, NC 28209 ("**Discovery Education**"), Otus, LLC with its principal place of business at 900 N. Michigan Ave., Suite 1600, Chicago, IL 60611, USA ("**Otus**"), and PINELLAS COUNTY SCHOOLS, 301 4TH ST., SW, LARGO, FL 33770 ("**School District**"). Discovery Education, Otus, and School District shall together comprise the "**Parties**" and each shall be a "**Party**."

## BACKGROUND

WHEREAS, the School District has entered into separate agreements with Discovery Education and Otus (the "**DE Agreement**" and "**Otus Agreement**," respectively) that allows the School District to use certain Discovery Education educational software, services, and product(s) set forth in the agreement with Discovery Education ("**DE Product**") and the Otus educational software, services, and product(s) set forth in the agreement with Otus ("**Otus Product**").

Subject to the terms and conditions set forth in this Agreement, School District elects to direct and authorizes certain data sharing between the School District, Otus, and Discovery Education, including sharing certain information deemed "personal information," "personal data," or similar defined term under applicable laws, rules and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("**FERPA**") (such laws, rules and regulations, "**Applicable Laws**", and such information, "**Personal Information**"), for the limited purposes described in this Agreement. For the purpose of this Agreement, Personal Information excludes any Data (as such term is hereafter defined) that has been deidentified or anonymized in accordance with all Applicable Laws governing the processing of Personal Information shared pursuant to this Agreement.

Discovery Education and Otus, by performing their obligations under the DE Agreement, Otus Agreement and this Agreement, are acting as "school officials" under 34 C.F.R. § 99.31(a)(1)(I), for the following reasons: Discovery Education and Otus are performing an institutional service or function for which School District would normally use its own employees (providing the use of educational and instructional materials to, and enhancing and assessing the academic skills of, School District's students); as demonstrated by the terms of the DE Agreement, Otus Agreement and this Agreement, Discovery Education and Otus are under the direct control of School District with respect to the use and maintenance of education records; and Discovery Education and Otus are subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from student education records, as the terms "personally identifiable information" and "education record" are defined by FERPA.

Discovery Education's and Otus' uses, if any, of student Personal Information in connection with this Agreement, the DE Agreement and the Otus Agreement are for the purpose of developing, evaluating, improving, or providing educational products and services, including the DE Product and Otus Product, to School District and its students.

## AGREEMENT

In consideration of the disclosure of Personal Information or other Data (as defined below) to and among School District, Otus, and Discovery Education, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Data. School District will collect, manage, process, use and create certain data ("School District Data") received from, or generated based on interactions with, students, parents, and educators of School District ("End Users"). Discovery Education will, and School District hereby authorizes Discovery Education to, collect, manage, process, use, and create data ("DE Data") related to the use by End Users of the DE Product, where certain of such DE Data may be subject to FERPA or other Applicable Laws. Otus will, and School District hereby authorizes Otus to, collect, manage, process, use, and create data ("Otus Data") related to the use by End Users of the Otus Product, where certain of such Otus Data may be subject to FERPA or other Applicable Laws. School District Data, DE Data, and Otus Data shall collectively be referred to as "Data." Otus and Discovery Education understand that they may only use Data for the approved purposes set forth in Section 3 of this Agreement.
2. Data Ownership. As between School District, Otus, and Discovery Education, School District or the party who provided such Data (such as the End User), is and shall remain the exclusive owner of all right, title, and interest in and to any and all Data disclosed or transmitted by such party to Otus or Discovery Education under the Agreement. School District hereby grants, and shall cause the applicable data owner to grant, to Otus and Discovery Education a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully-paid up, sublicensable, assignable and transferable license (or, when applicable, a sub-license on behalf of the End User) to use Data (including to reproduce, distribute, prepare derivative works, display and perform it) for the approved purposes set forth in Section 3 of this Agreement.
3. Approved Purposes.
  - (a) In addition to the permitted processing specified in Section 3(b)-(c), School District authorizes Discovery Education and Otus to use Data, other than Personal Information, in its possession or control for any legally permissible purpose.
  - (b) School District may disclose, share, deliver, and provide the School District Data, and authorizes Discovery Education to disclose, share, deliver, and provide the DE Data to Otus for the limited purposes of: (i) enabling the availability of DE Product End Users' Data within the Otus Product for School District's use; (ii) facilitating and improving the Parties' use of the Otus Product; (iii) fulfilling Otus' duties in providing products and services and improving Otus' products and services, including improvement of the Otus Product, under the Otus Agreement or as permitted under Section 3(d); (iv) assessing and researching the impact of the Otus Product on student achievement in the School District to provide such insights to the School District for incorporation in the School District's educational processes; (v) aggregating Data to analyze and correlate outcomes from such aggregated Data for internal purposes; and/or (vi) as

otherwise required by Applicable Law (together being the “**Otus Approved Purposes**”). Otus shall not retain, use, or disclose the School Data or DE Data for any purpose other than the Otus Approved Purposes.

- (c) School District may disclose, share, deliver, and provide the School District Data, and authorizes Otus to disclose, share, deliver, and provide the Otus Data, to Discovery Education for purposes of: (i) assessing and researching the impact of the DE Product on student achievement in the School District; (ii) developing, evaluating, and providing educational products or services to School District and its students; (iii) correlating the DE product outcomes with assessment data aggregated by Otus; (iv) facilitating DE Product improvement and other research; (v) facilitating and improving the Parties’ use of the DE Products and Otus Products; (vi) leveraging the Data for other commercial purposes after de-identifying and aggregating the Data; (vii) fulfilling Discovery Education’s duties in providing products and services and improving Discovery Education’s products and services under the DE Agreement or as permitted under Section 3(d); and/or (viii) as otherwise required by Applicable Law (together being the “**DE Approved Purposes**”). Discovery Education shall not retain, use, or disclose the School District Data or Otus Data constituting Personal Information for any purpose other than the DE Approved Purposes.
- (d) School District authorizes and agrees that Otus and Discovery Education may each use the Data, other than Personal Information, acquired in connection with this Agreement to improve their respective products and services; provided that Otus and Discovery Education shall not attempt to re-identify de-identified Data and shall not transfer de-identified Data to any third party unless such third party agrees not to attempt re-identification.
- (e) If the Parties desire to use School District Data to perform an efficacy study or similar research, the respective Party seeking to use the School District Data must enter into a separate agreement with the School District.

4. Treatment of Data.

- (a) Data Processing Addendum. Otus and Discovery Education acknowledge and agree that upon receipt, each assumes full responsibility for the Data in their respective possession and each Party’s respective actions on behalf of School District in its use, storage, disclosure, and processing of the Data. Otus and Discovery Education shall process Personal Information included within the Data in accordance with this Agreement, the Data Processing Addendum (“**DPA**”) executed between Otus and Discovery Education, and the Data Processing Addendum each Party has executed with the School District, if any. If there are inconsistencies among the DPAs, the strictest of the requirements shall apply.
- (b) Employee Confidentiality. Otus and Discovery Education shall limit access to any Data that constitutes Personal Information to only those necessary, authorized persons having a legitimate interest. Otus and Discovery Education shall ensure that their

personnel engaged in the processing of such Data are informed of the confidential nature of such Data and have executed written agreements obligating them to maintain the confidentiality of such Data or are otherwise subject to a duty of confidentiality.

- (c) Data Quality. In performance of the Otus Approved Purposes, Otus shall work in good faith with Discovery Education to ensure the Parties maintain data reliability and data integrity of the DE Data.
- (d) Maintenance of Data. Otus and Discovery Education shall, at all times, receive, store, maintain, and process the Personal Information included within Data in a secure environment and to take appropriate administrative, physical, organizational, and technical safeguards in accordance with industry best practices to prevent and guard against the unauthorized or accidental access, disclosure, destruction, loss, processing, damage, or alteration of such Data. Such safeguards may be at least as robust as those specified under Applicable Laws.
- (e) Assistance in Event of a Breach. If Otus or Discovery Education becomes aware of unauthorized access to or disclosure of Personal Information included within Data it must provide written notice to the School District within ten business days giving details of the breach (unless a more immediate disclosure is required under Applicable Laws), including, to the extent such information is reasonably available after performing a reasonable investigation, the types of Personal Information accessed or disclosed and the party whom accessed such Personal Information or to whom the unauthorized disclosure was made. Notwithstanding the foregoing, Discovery Education and Otus shall have no responsibility to notify School District of any Unsuccessful Security Incident. For purposes of this Agreement, “**Unsuccessful Security Incident**” means, without limitation, incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information including, but not limited to: (i) “pings” and other broadcast attacks on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline, or any combination of the aforementioned, that does not result in unauthorized access, use, disclosure, modification, or destruction of Personal Data in Processor’s possession; and (v) any combination of the aforementioned.
- (f) Third Party Providers. Any third-party providers utilized by Otus or Discovery Education in connection with this Agreement shall be included in the definition of Otus and Discovery Education. Both Otus and Discovery Education shall each be (i) responsible for obtaining satisfactory written assurances that any such third parties employed by the respective Party shall comply with the terms of this Agreement; and (ii) are liable to School District for any action or omission of such third party to the same extent that Otus and Discovery Education would be liable to School District if Otus or Discovery Education had performed such action or omission. Likewise, School District shall be liable to Otus and Discovery Education for any respective action or omission of School District’s third parties to the same extent that School District would be liable if it had itself performed such action or omission.

5. Term and Termination.

- (a) The Term of this Agreement shall begin on the Effective Date and end on the earlier of (i) the termination or expiration date of the DE Agreement or (ii) the termination or expiration date of the Otus Agreement, unless earlier terminated in accordance with the provisions of this Agreement.
- (b) In the event that a Party violates any term of this Agreement and fails to remedy such breach within a 30-day period after receipt of written notice regarding such breach from another Party, then such other Party shall have the option to immediately terminate the breaching Party's participation in this Agreement. To effect final termination after the 30-day cure period, the non-breaching must notify all Parties in writing and state the effective date of the termination as to the breaching Party.

6. Destruction of Data. Otus and Discovery Education shall each erase and destroy all Personal Information included within the Data and purge any copies of such Personal Information:

- (a) Within 60 days of the termination of this Agreement, either by expiration or as provided herein;
- (b) Within 60 days after such Personal Information is no longer needed for the purposes outlined herein; or
- (c) Within 60 days of receiving written notice from the School District (unless a shorter period is otherwise required by law) requesting Otus or Discovery Education to destroy any Personal Information in its possession.

If requested by the School District, Otus and Discovery Education shall provide the School District an affidavit confirming the destruction of such Personal Information within five business days after completing the destruction (unless a shorter period is otherwise required by law).

For avoidance of doubt, after the expiration or termination of this Agreement, Otus and Discovery Education may retain copies of Data, other than Personal Information, obtained as a result of this Agreement, including any aggregated, de-identified and anonymized Data in accordance with all Applicable Laws governing the processing of Personal Information shared pursuant to this Agreement.

7. Compliance with Laws.

- (a) **FERPA.** In Discovery Education's and Otus' performance of the services and provision of the DE and Otus Products contemplated by this Agreement, Discovery Education and Otus shall comply with Applicable Laws in all respects. Without limiting the foregoing, Discovery Education and Otus shall use the Personal Information included within Data only to the extent necessary to perform or improve the services and provide the DE Products and Otus Products. Discovery Education and Otus shall at all times comply with FERPA (including, but not limited to, 34 C.F.R. § 99.33) when using and re-disclosing Personal Information included within Data (to the extent permitted by law).

- (b) **CHILDREN'S PRIVACY.** In no event shall Discovery Education or Otus knowingly and intentionally engage in any activity that would violate or cause School District to violate Applicable Laws enacted or promulgated to protect minors, including (but not limited to) under the Children's Online Protection Act, 15 U.S.C. §§ 6501-6505, 16 C.F.R. § 312 (the "COPPA").
  - (c) School District is responsible for ensuring that it has the appropriate legal basis for the sharing and disclosure of Personal Information and the Data with Discovery Education and Otus, as contemplated hereunder, and that it complies with all Applicable Laws when instructing Discovery Education and Otus, as applicable, to process Personal Information. Without limiting the generality of the foregoing, School District represents and warrants that it has obtained, to the extent required, verifiable parental consent and permission to collect, share and disclose Personal Information of children under 13 years of age.
  - (d) Discovery Education and Otus shall ensure that they maintain any and all licenses, permits, or other requirements for doing business or providing services under this Agreement.
  - (e) Nothing in this Agreement shall be construed to allow any Party to maintain, use, disclose, or share Data in a manner not permitted under Applicable Laws.
- 8. **Liability.** Each Party to this Agreement shall be responsible for all liabilities arising out of its own conduct and the conduct of its affiliates, subsidiaries, and their directors, officers, employees, personnel, agents, independent contractors, and subcontractors, except that School District's liability shall be subject to the monetary limitations and defenses contained in Section 768.28, F.S.
- 9. **INDEMNIFICATION.**
  - (a) OTUS AND DISCOVERY EDUCATION (EACH AN "INDEMNIFYING PARTY"), ON A SEVERAL BASIS, AGREE TO AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SCHOOL DISTRICT AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, LIABILITIES, DAMAGES, EXPENSES AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES, COLLECTIVELY "LOSSES") BASED ON OR ARISING FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW.
  - (b) School District shall notify the Indemnifying Party of such a claim as soon as practicable upon receipt of knowledge of the claim; provided, however, that no failure to notify an Indemnifying Party shall relieve it of its obligations under this Agreement except to the extent that the Indemnifying Party can demonstrate material prejudice attributable to such failure. School District may participate in the defense or settlement of such a claim at its own expense and with its own choice of counsel. Indemnifying Parties will not settle any claim unless prior written approval and

consent is obtained from Indemnified Parties, which approval and consent will not be unreasonably withheld or delayed. For clarity, Indemnifying Parties have no obligation under this Agreement to defend, indemnify, or hold harmless the Indemnified Parties to the extent that the relevant claim arises from or relates to (i) School District's use of Personal Information not expressly permitted under the Agreement; (ii) School District's gross negligence, willful misconduct, or violation of Applicable Law; (iii) any adaptation, derivative or other modification made by School District to the Otus Product or the DE Product; or (iv) any continued use of the Otus Product or the DE Product after School District has received notice in writing (or via an automated programmatic process) to cease such use or to correct, modify, update or remove the Otus Product or DE Product from Otus or Discovery Education, respectively.

- (c) To the extent that any Losses incurred by School District is indemnified by an Indemnifying Party pursuant to the foregoing, School District agrees that it shall not be entitled to pursue or recover any additional amounts from the Indemnifying Party in connection with a breach of any representation or warranty made by the Indemnifying Party.

10. **LIMITATION OF LIABILITY.**

- (a) NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES, OR LOST PROFITS, WHETHER SUCH DAMAGES ARISE UNDER A TORT, STATUTE, CONTRACT, OR OTHER CLAIM, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) To the maximum extent permitted by law, in no event shall either Discovery Education's or Otus' aggregate liability with respect to any matters whatsoever arising under or in connection with this Agreement exceed the total fees actually paid by School District under the Agreement within the six-months immediately preceding the event which gave rise to such claim or liability. The foregoing liability is cumulative with all payments for claims or damages in connection with this Agreement being aggregated to determine satisfaction of the limit.

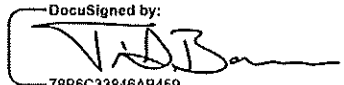
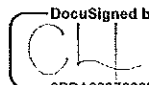
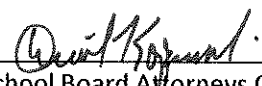
11. **Dispute Resolution.** In the event a dispute should arise under this Agreement or relating in any manner hereto, the Parties to the dispute shall attempt to mediate their dispute prior to the commencement of litigation. Any mediation shall take place in Pinellas County, Florida, unless otherwise agreed to by the Parties to the dispute. The costs of such mediation shall be equally divided between the Parties to the dispute. Such mediation shall be conducted by any mutually agreed-upon mediator and under mutually agreed-upon rules. If such mediation is unsuccessful, then any Party shall have the right to initiate litigation in accordance with the Agreement. All mediation proceedings shall be confidential, and no information exchanged in such mediation shall be discoverable or admissible in any litigation involving the Parties. In the event a Party seeks solely equitable relief, then there shall be no requirement that such Party first utilize the mediation process referred to in this Section.

12. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and (i) delivered in person, (ii) deposited in the mail, postage prepaid with return receipt requested, (iii) delivered via a recognized delivery service, such as UPS, FedEx, or DHL, or (iv) sent via e-mail, with receipt of confirmation of delivery. All such notices shall be effective when received.
13. Warranty. Each Party represents and warrants that: (i) it has the authority to enter into this Agreement and to perform its obligations hereunder; (ii) the individual signing this Agreement is authorized to do so; and (ii) it currently has in place, and will continue to maintain procedures necessary to meet its obligations under this Agreement. Further, School District represents and warrants that it has provided all required notices and procured all required consents to grant the authorization and consent to enable Otus and Discovery Education to lawfully use the Data pursuant to this Agreement, including without limitation obtaining consents from the schools listed in Attachment A hereto, the data subjects, or data subjects' parents or guardians as may be required under Applicable Laws. Otus and Discovery Education each reserve the right, at any time, to request evidence of such consents and to terminate this Agreement if such consents have not been duly procured to the requesting Party and obtained from the data subject in a manner that satisfies requirements under Applicable Laws.
14. Independent contractor status. Discovery Education's and Otus' employees shall not be considered employees of School District. Discovery Education and Otus and their employees and agents shall perform all duties under this Agreement as independent contractors of School District. School District shall not control or supervise the manner in which this Agreement is performed, except and only to the extent required by FERPA to ensure School District's compliance with FERPA's "school official" exception, and not to form an employer-employee relationship. School District does not and will not assume any liability under any law relating to employment, including but not limited to workers' compensation and unemployment insurance. Discovery Education and Otus shall ensure that no employee or agent of Discovery Education or Otus shall represent themselves as an agent, employee, representative, or spokesperson for the School District.
15. No waiver. No Parties' failure to enforce a provision of this Agreement shall not act as a waiver of such provision.
16. Successors and assigns. This Agreement shall apply to and be binding upon the Parties' respective heirs, executors, administrators, successors, assigns, and affiliates. The School District's authorization to share Data between and amongst Otus and Discovery Education shall confer authorization and be binding on Otus' and Discovery Education's successors, assigns, and transferees by operation of law or otherwise.
17. Entire agreement; severability. This Agreement and the DE and Otus Agreements, cumulatively, together with any applicable executed data processing addenda between any one or more of the Parties, contain the entire agreement between the Parties relating to the matters contained herein and therein and expressly supersede any and all previous agreements or understandings, oral or written, between the Parties. Should any provision of this Agreement be determined

illegal or invalid, the validity of the remainder shall not be affected, and the remaining provisions shall be enforceable.

18. Survivability. Sections 6, 10 – 12, and 14-20 of this Agreement survive termination of this Agreement in perpetuity. Sections 3-4 of this Agreement shall only survive termination of this Agreement until the Parties fully comply with the obligations specified in Section 6 upon termination of this Agreement. Notwithstanding the foregoing, any rights enumerated in this Agreement that are granted to Otus or DE with respect to Data that is not Personal Information shall survive termination of this Agreement in perpetuity.
19. Choice of Law and Forum. This Agreement is governed by the laws of the state of Florida, without giving effect to the state's choice of law rules. The exclusive venue for disputes arising out of this Agreement is an appropriate state or federal court with jurisdiction over Pinellas County, Florida.
20. Execution in counterparts. This Agreement may be executed in any number of separate counterparts (including but not limited to facsimiles, emails, and copies thereof), each of which together shall constitute a single agreement. A Party's transmission by fax or other electronic means of a copy of this Agreement bearing such Party's signature shall be effective as an acceptance of this Agreement by the transmitting Party, with the same effect as if an executed original had been delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of last signature below.

<p>DISCOVERY EDUCATION, INC.</p> <p>DocuSigned by:                By: 78B6C33846AB459...</p> <p>Title: <u>Chief Strategy &amp; Transformation Officer</u></p> <p>Date: May 2, 2025</p>	<p>PINELLAS COUNTY SCHOOLS</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>OTUS, LLC</p> <p>DocuSigned by:                By: 3BDA0207696E423...</p> <p>Title: <u>President</u></p> <p>Date: May 2, 2025</p>	<p>Approved as to Form:</p> <p>              School Board Attorneys Office</p>

Attachment A  
List of Schools in respect of which the Data is to be shared.

ANONA ELEMENTARY SCHOOL	NEW HEIGHTS ELEMENTARY SCHOOL
AZALEA ELEMENTARY SCHOOL	NORTH SHORE ELEMENTARY SCHOOL
BARDMOOR ELEMENTARY SCHOOL	NORTHWEST ELEMENTARY SCHOOL
BAUDER ELEMENTARY SCHOOL	OAKHURST ELEMENTARY SCHOOL
BAY POINT ELEMENTARY SCHOOL	OLDSMAR ELEMENTARY SCHOOL
BAY VISTA FUNDAMENTAL SCHOOL	ORANGE GROVE ELEMENTARY SCHOOL
BEAR CREEK ELEMENTARY SCHOOL	OZONA ELEMENTARY SCHOOL
BELCHER ELEMENTARY SCHOOL	PASADENA FUNDAMENTAL ELEMENTARY SCHOOL
BELLEAIR ELEMENTARY SCHOOL	PERKINS ELEMENTARY SCHOOL
BLANTON ELEMENTARY SCHOOL	PINELLAS CENTRAL ELEMENTARY SCHOOL
BROOKER CREEK ELEMENTARY SCHOOL	PINELLAS COUNTY JAIL
CALVIN HUNSINGER SCHOOL	PINELLAS HIGH INNOVATION
CAMPBELL PARK ELEMENTARY SCHOOL	PINELLAS PARK ELEMENTARY SCHOOL
CHI CHI RODRIGUEZ ACADEMY	PINELLAS VIRTUAL SCHOOL
CROSS DAYOU ELEMENTARY SCHOOL	PLUMB ELEMENTARY SCHOOL
CURLEW CREEK ELEMENTARY SCHOOL	PONCE DE LEON ELEMENTARY SCHOOL
CURTIS FUNDAMENTAL ELEMENTARY SCHOOL	RICHARD L SANDERS SCHOOL
CYPRESS WOODS ELEMENTARY SCHOOL	RIDGECREST ELEMENTARY SCHOOL
DOUGLAS L JAMERSON ELEMENTARY SCHOOL	SAFETY HARBOR ELEMENTARY SCHOOL
DUNEDIN ELEMENTARY SCHOOL	SAN JOSE ELEMENTARY SCHOOL
EDUCATIONAL ALTERNATIVE SERVICES-DROPOUT PREVENTION	SANDY LANE ELEMENTARY SCHOOL
EISENHOWER ELEMENTARY SCHOOL	SAWGRASS LAKE ELEMENTARY SCHOOL
ELISA NELSON ELEMENTARY	SEMINOLE ELEMENTARY SCHOOL
ESE COUNTYWIDE	SEVENTY - FOURTH STREET ELEMENTARY SCHOOL
FAIRMOUNT PARK ELEMENTARY SCHOOL	SHORE ACRES ELEMENTARY SCHOOL
FOREST LAKES ELEMENTARY SCHOOL	SKYCREST ELEMENTARY SCHOOL
FRONTIER ELEMENTARY SCHOOL	SKYVIEW ELEMENTARY SCHOOL
FUGUITT ELEMENTARY SCHOOL	SOUTHERN OAK ELEMENTARY SCHOOL
GARRISON JONES ELEMENTARY SCHOOL	STARKEY ELEMENTARY SCHOOL
GULF BEACHES ELEMENTARY SCHOOL	SUNSET HILLS ELEMENTARY SCHOOL
GULFPORT ELEMENTARY MONTESSORI ACADEMY	SUTHERLAND ELEMENTARY SCHOOL
HIGH POINT ELEMENTARY SCHOOL	TARPON SPGS FUNDAMENTAL ELEMENTARY SCHOOL
HIGHLAND LAKES ELEMENTARY SCHOOL	TARPON SPRINGS ELEMENTARY SCHOOL
HOSPITAL HOMEBOUND/	WALSINGHAM ELEMENTARY SCHOOL
JAMES B. SANDERLIN IB WORLD SCHOOL	WALSINGHAM OAKS K-8 SCHOOL
JOHN M. SEXTON ELEMENTARY SCHOOL	WESTGATE ELEMENTARY SCHOOL
KINGS HIGHWAY ELEMENTARY SCHOOL	WOODLAWN ELEMENTARY SCHOOL
LAKE ST. GEORGE ELEMENTARY SCHOOL	
LAKEVIEW FUNDAMENTAL ELEMENTARY SCHOOL	
LAKEWOOD ELEMENTARY SCHOOL	
LEALMAN AVENUE ELEMENTARY SCHOOL	

LEALMAN INNOVATION SCHOOL	
LEILA G. DAVIS ELEMENTARY SCHOOL	
LYNCH ELEMENTARY SCHOOL	
MADEIRA BEACH FUNDAMENTAL SCHOOL	
MAJORIE RAWLINGS ELEMENTARY SCHOOL	
MAXIMO ELEMENTARY SCHOOL	
MCMULLEN-BOOTH ELEMENTARY SCHOOL	
MELROSE ELEMENTARY SCHOOL	
MIDTOWN ACADEMY	
MILDRED HELMS ELEMENTARY SCHOOL	
MOUNT VERNON ELEMENTARY SCHOOL	

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-104

**Title:** Amira Reading Suite Licenses

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 8/1/25 thru 7/31/26

☐ N/A - One Time Purchase

**Contract Value:** \$ 780,000.00

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

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

**Rationale/Reason**

Amira Learning's is a computer-adaptive learning program, formerly Istation, available to all students. Engaging, research-based assessments and interactive instruction respond to the individual needs of each student. In addition to computer-based instruction, a rich library of thousands of supplemental lessons is included. Students can use Amira both at school and at home. Teachers get access anytime, anywhere to real-time results that provide data to monitor progress and help further differentiate instruction.

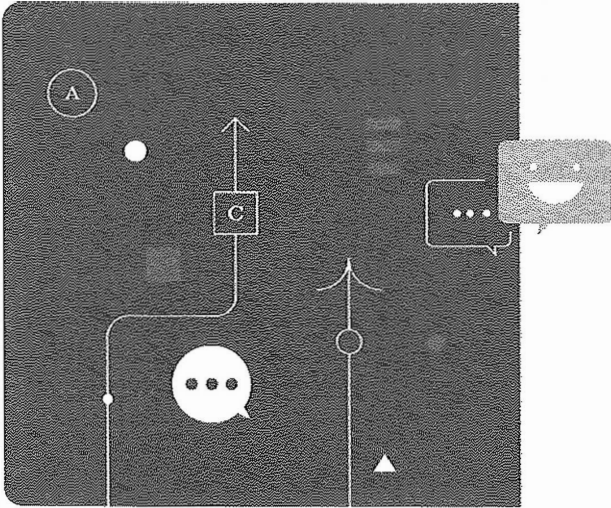
**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Elementary Education  
**Title:** Director, Purchasing Department

**Requested By:** Michael Feeney   **Buyer:** Barbara Molfetta  
**Title:** Executive Director, Elementary Education   Purchasing Analyst

Contractor Name: Amira Learning  
Address: 8150 N. Central Expressway  
Suite 2000  
Dallas, TX 75206  
Phone: 972-643-3440  
Email: orders@amiralearning.com  
Vendor ID: V-30678

(See Attached Tabulation)

25-208-104



THE INTELLIGENT  
**Growth Engine**

## Quote

**Amira Q-71137**

## Prepared For

Pinellas County Public Schools  
Pinellas County School Board  
Accounts Payable Department  
P.O. Box 2942  
Largo, FL, 33779-2942

## Your Amira Partner

Cathy Bonhomme  
Partnership Manager  
cbonhomme@istation.com  
(214) 292-4907

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

Amira Reading Suite (Existing Campus)					
QTY	Product	Campus	Start Date	Months	Sales Price
1	Amira Reading Suite (Existing Campus)	Alpha School	8/01/2025	12	\$3,341.51
1	Amira Reading Suite (Existing Campus)	Anona Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Azalea Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Bardmoor Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Bauder Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Bay Point Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Bay Vista Fundamental Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Bear Creek Elementary School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Belcher Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Belleair Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Blanton Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Brooker Creek Elementary School	8/01/2025	12	\$9,900.99

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Calvin A Hunsinger School	8/01/2025	12	\$3,341.35
1	Amira Reading Suite (Existing Campus)	Campbell Park Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Chichi Rodriguez Academy	8/01/2025	12	\$3,341.35
1	Amira Reading Suite (Existing Campus)	Cross Bayou Elementary School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Curlew Creek Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Curtis Fundamental Elementary	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Cypress Woods Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Douglas L Jamerson Junior Elementary	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Dunedin Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Eisenhower Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Elisa Nelson Elementary	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Fairmount Park Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Forest Lakes Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Frontier Elementary School	8/01/2025	12	\$11,623.97

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Fuguitt Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Garrison Jones Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Gulf Beaches Elementary Magnet School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Gulfport Montessori Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	High Point Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Highland Lakes Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Hospital/Homebound	8/01/2025	12	\$3,341.35
1	Amira Reading Suite (Existing Campus)	James B. Sanderlin Pk-8	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	John M Sexton Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Kings Highway Elementary Magnet School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Lake St George Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Lakeview Fundamental Elementary	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Lakewood Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Lealman Innovation Academy	8/01/2025	12	\$9,900.99

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Leila Davis Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Lynch Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Madeira Beach Fundamental K-8	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Marjorie Kinnan Rawlings Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Maximo Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	McMullen Booth Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Melrose Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Midtown Academy	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Mildred Helms Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Mt Vernon Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	New Heights Elementary	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	North Shore Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Northwest Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Oakhurst Elementary School	8/01/2025	12	\$11,623.97

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Oldsmar Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Orange Grove Elementary School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Ozona Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Pasadena Fundamental Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Perkins Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Pinellas Central Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Pinellas High Innovation	8/01/2025	12	\$3,341.35
1	Amira Reading Suite (Existing Campus)	Pinellas Park Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Plumb Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Ponce De Leon Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Richard L Sanders School	8/01/2025	12	\$3,341.35
1	Amira Reading Suite (Existing Campus)	Ridgecrest Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Safety Harbor Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	San Jose Elementary School	8/01/2025	12	\$5,771.99

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Sandy Lane Elementary School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Sawgrass Lake Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Seminole Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Seventy Fourth St Elementary	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Shore Acres Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Skycrest Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Skyview Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Southern Oak Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Starkey Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Sunset Hills Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Sutherland Elementary School	8/01/2025	12	\$11,623.97
1	Amira Reading Suite (Existing Campus)	Tarpon Springs Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Tarpon Springs Fundamental Elementary School	8/01/2025	12	\$5,771.99
1	Amira Reading Suite (Existing Campus)	Walsingham Elementary School	8/01/2025	12	\$5,771.99

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

1	Amira Reading Suite (Existing Campus)	Westgate Elementary School	8/01/2025	12	\$9,900.99
1	Amira Reading Suite (Existing Campus)	Woodlawn Elementary School	8/01/2025	12	\$5,771.99

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

Start Date: 8/01/2025

Term: 12

End Date: 7/31/2026

List Amount	\$1,267,570.00
Discount Amount	\$487,570.00
Tax Amount	\$0.00
Customer Total	\$780,000.00

Quote: Q-71137

Prepared For: Pinellas County Public Schools

Expires On: 9/30/2025

**Disclaimer:** Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

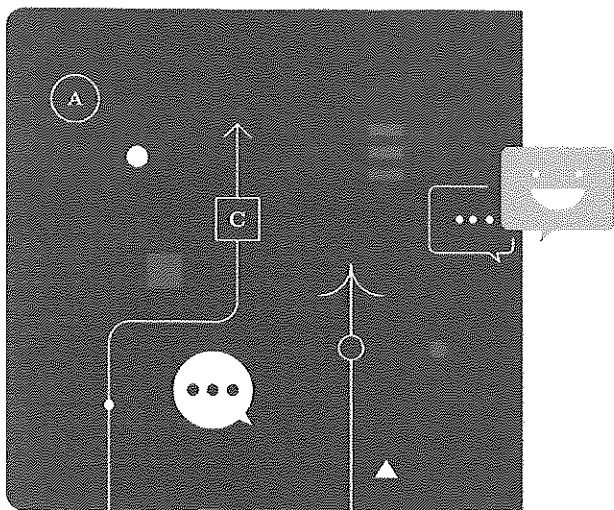
- Email your Purchase Order, including the provided quote number, to [orders@amiralearning.com](mailto:orders@amiralearning.com).
- Digitally sign the contract provided upon commitment with your Amira partner.

Amira Terms of Use: <https://amiralearning.com/amira-terms>

Amira Privacy Policy: <https://amiralearning.com/amira-privacy>

Istation Terms of Use: <https://amiralearning.com/istation-terms>

Istation Privacy Policy: <https://amiralearning.com/istation-privacy-policy>



THE INTELLIGENT  
**Growth Engine**

# Upgrade to the Next Generation of Amira

See What's Coming for Istation and  
Amira Customers

**Asses. Instruct. Tutor.** Upgrading to the new Amira's A-I-T Reading Suite ensures deeper insights, core-aligned instruction, and research-validated tutoring that translates to **reading growth for every student.**

# Assess with Accuracy—More Measurement Points, Deeper Insight

The upgraded Amira ISIP is more powerful than ever, offering **criterion- and norm-referenced insights and new ways to assess reading skills**. With unmatched precision, Amira measures more skills, analyzes more data points, and provides deeper insights. It is the best of both Istation and Amira!

You get:

- **Science of Reading-Based, Productive Assessment** – A read-aloud, AI-driven assessment that evaluates reading skills across Scarborough’s Reading Rope in 20 minutes or less, in both English and Spanish.
- **Comprehensive & Adaptive Skill Measurement** – Goes beyond Oral Reading Fluency (ORF) to assess decoding, phonemic awareness, spelling/encoding, vocabulary, and listening comprehension, adapting to keep students in their Zone of Proximal Development (ZPD).
- **AI-Proctored, Teacher-Friendly Design** – Amira proctors, models, listens, measures, and analyzes in real time—eliminating the need for extensive teacher training, manual scoring, and time-consuming data analysis.
- **Norm & Criterion-Referenced Insights** – Provides dynamic, actionable reports, including longitudinal growth tracking, tiered and group reports, grade level achievement scores, and state standards-based insights.

## Why It Matters:

With **10x more measurement points captured** than traditional computer adaptive tests, Amira provides an equitable, non-biased, research-based measure of student progress, ensuring early identification of reading challenges.

# Instruct: Align Your Instructional Framework to Student Needs in Real Time

Amira Instruct connects Assess and Tutoring to core-aligned strategies that make every teaching moment intentional. By **driving core-coherence**, it ensures instruction is purposeful and moves every student forward with next steps directly connected to your core scope and sequence.

You get:

- ❑ **Curriculum-Coherent AI Lesson Planner** – Morphs to a district’s core curriculum scope and sequence, ensuring every instructional moment is tied to your instructional framework.
- ❑ **Core-Coherent Assignments** – Teachers can group Tier 1, 2, and 3 students by skill need, assign micro-lessons aligned to their curriculum, and track progress across Scarborough’s Reading Rope, ensuring cohesion between assessment, instruction, and practice.
- ❑ **Diagnostic-Driven, Individualized Instruction** – AI morphs to district curricula, generating Individualized Reading Instruction Plans (IRIPs) that map directly to scope and sequence.
- ❑ **Action Alerts & Real-Time Data Updates** – Surfaces the most critical insights, ensuring no student slips through the cracks and guiding educators to the next best step in instruction.
- ❑ **Amira Bot for Instant Teacher Support** – AI-powered assistance directly within the dashboard, answering instructional questions on demand.

## Why It Matters:

**Amira Instruct doesn’t just deliver differentiated instruction—it drives coherence** by ensuring that assessment, instruction, and tutoring work as a seamless system within your instructional framework. Teachers teach and AI handles the heavy lifting – keeping daily and weekly literacy goals aligned to core instruction. No other company offers this novel technology!

# Tutor: Evidence-Based, AI-Guided 1:1 Support

Amira Tutor delivers high-dosage, **research-backed reading practice that outperforms human tutoring**, helping students build fluency, comprehension, and confidence.

You get:

- ❑ **Individualized, Productive Practice** – Students engage by reading aloud in structured, daily formative diagnostics aligned with the Science of Reading.
- ❑ **Real-Time Micro-Interventions** – AI delivers just-in-time scaffolding, using research-based techniques like Elkonin sound boxes and explicit decoding strategies.
- ❑ **Socratic Dialogue for Comprehension** – Builds inferencing, vocabulary, and deep reading skills through guided discussion with fluent students.
- ❑ **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- ❑ **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

## Why It Matters:

Amira Tutor has been independently validated to accelerate reading growth, generating **8 to 17 additional weeks of progress annually**, surpassing traditional interventions. We've got the evidence to prove it!

## Why Upgrade?

- ❑ **A Fully Integrated A-I-T Learning Cycle** – With the power of AI, assessment informs instruction, instruction powers tutoring, and tutoring reinforces assessment, creating a seamless growth engine for students.
- ❑ **Built for Science of Reading-Aligned Districts** – Supports structured literacy approaches and ensures instructional coherence at every level, for all tiers.
- ❑ **Less Testing, More Learning** – Screening and progress monitoring happen seamlessly during the reading block—no extra testing time needed. Students stay engaged, unaware they're being assessed, while teachers get real-time insights for timely interventions.
- ❑ **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- ❑ **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

Amira's **next-generation AI solution** ensures that every student receives the precise support they need—at the right time, in the right way.

**Contact your Amira Learning representative to learn more about current customer special pricing - this year only!**

## PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-208-096

**Title:** Learn by doing/Albert, IO Licenses & Training

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/2025 – 6/30/2026

☐ N/A - One Time Purchase

**Contract Value:** \$ 178,460.00

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

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

**Rationale/Reason:**

Albert IO (Learn By Doing) is a platform that provides students with differentiated practice for English Language Arts, Math, Science, Social Studies, SAT, and Advanced Placement courses in our high school. All content is aligned with BEST standards and stays up to date with changes made to Advanced Placement coursework and Digital PSAT and SAT tests.

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
**Title:** Director, Purchasing Department

**For:** District wide training

**Requested By:** Rita Vasquez  
Executive Director High School Education  
**Title:**

**Buyer:** Christina DiLeonardo-Rowan

Contractor Name: Learn by doing, Inc  
Address: 909 Davis Street  
Suite 500  
Evanston, IL 60201  
Phone: 1-800-554-8115  
Email: becca@albert.io.com  
Vendor ID: V-34240

# Attachment A

Invoice # 55902

Learn By Doing, Inc.

ALBERT

Subscription Length:

Pilot Terms:

PLEASE NOTE OUR NEW BANKING INFO:

Details

For the fastest service, we suggest paying through ACH.

## Products

Description	Qty	Price
License Seats		
License Cost		
License Savings		
Services Hours (On-Site Full-Day)		
Services Cost (On-Site Full-Day)		
Services Savings (On-Site Full-Day)		

## Payment Terms

Subtotal:

Total: \$178,460.00 (USD)

Tax Exempt:

Amount Due: \$178,460.00 (USD)

Payment Terms:

Purchase orders

Mail

Email

Fax

Payment Methods:

AGREEMENT  
between  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA  
and  
LEARN BY DOING, INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 15 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and LEARN BY DOING, INC. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin July 1, 2025, and end June 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$ 178,460.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payments will be made in quarterly installments.
  - b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
  - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any

employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
  - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
  - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary

limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Confidentiality: Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

The Contractor agrees to comply with Section 501.171, Florida Statutes (the State of Florida Database Breach Notification process), and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor agrees to notify Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend Board and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

Notwithstanding any provision to the contrary contained in this Agreement between Contractor and the Board, Contractor and its officers, employees, agents, representatives, contractors and subcontractors shall indemnify and hold the Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon the Board arising out of the breach of this covenant by Contractor or an officer, employee, agent, representative, contractor or subcontractor of Contractor to the extent and only to the extent that Contractor shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding brought on account of these covenants is barred under any applicable statute of limitations.

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

14. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).
15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact: Molly Cohen, Director of Operations & HR  
909 Davis St., Suite 500  
Evanston, IL 60201
- Board Project Contact: Rita Vasquez, Executive Director High School Education  
P.O. Box 2942  
Largo, FL 33779-2942
- Board Administrative Contact: Rita Vasquez, Executive Director High School Education  
Student and Community Support Services  
P.O. Box 2942  
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. 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:
- Keep and maintain public records required by the School Board to perform the service.
  - 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.
  - 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 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 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
  - b. Subcontractors
    - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

- (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
  - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
Laura Hine, Chairperson


Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

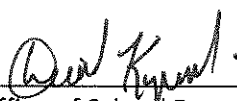
  
\_\_\_\_\_

LEARN BY DOING, INC.

By:   
Molly Cohen, Director of Operations & HR

Date: 06/11/2025  
\_\_\_\_\_

Approved as to Form:

  
Office of School Board Attorney

FUNDING SOURCE: Operating Dollars

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-961-097

**Title:** IE Observation Annual License,

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☒ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 7/1/2025 thru 6/30/2026   ☐ N/A - One Time Purchase

**Contract Value:** \$ 254,640.00

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

**Renewal Options:**

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

**Rationale/Reason:**

IE Observation is for the licensing of our employees evaluation system. It is necessary to continue services and use of this product for the 2025-2026 School Year. This vendor holds the copyrights & distribution rights to their IE Observation Licenses.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Professional Development  
**Title:** Director, Purchasing Department

**Requested By:** Jolene Jackson   **Buyer:** Christina Dileonardo-Rowan  
**Title:** Director, Professional Development

Contractor Name: Marzano Evaluation Center  
Address: 175 Cornell Road Ste.18  
Blairsville, PA 15717  
Phone: 1-800-979-3316  
Email: orders@instructionalempowerment.com  
Vendor ID: V-40977

**25-961-097**

Contract number



**INSTRUCTIONAL  
EMPOWERMENT**

**MARZANO**  
Evaluation Center

## Quotation

**Company Address**  
Instructional Empowerment, Inc.  
dba Marzano Evaluation Center  
175 Cornell Rd., Suite 18  
Blairsville, PA 15717  
US

**Quote Number** Q-32354  
**Expiration Date** 7/18/2025

**Vendor Account No.** V-000040977

**Payment Terms** Net 30

**Program Partner** Michelle Dean  
**Phone**

Make checks payable to: Instructional Empowerment, Inc.  
Fax Signed Quote to: (724) 240-6475

**Bill To Name** Pinellas County School District  
**Bill To** PO Box 2942  
Largo, FL 33779-2942  
US

**Contact Name** William Allgood  
**Phone** (727) 588-6224 Ext.1320  
**Email** allgoodw@pcsb.org

**NOTE:** On-site Professional Development sessions require a minimum of a 30-day advance notice. Purchase Orders must be received prior to any date or faculty requests can be honored. Any Professional Development requested with less than 30-day's notice is subject to faculty availability and a \$500 expediting fee.

QTY	PRODUCT	CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
120.00	IE Observation Annual License, Marzano (Building) - Renewal	TEC-iO-R1y-Bdg-102-Marz	IE Observation Annual License, Marzano (Building) - Renewal. 1-year license including up to 102 user licenses  • Pinellas County School District IE Observation renewal 25-26 • Renewal term: 7.1.25 - 6.30.26	USD 2,122.00	USD 254,640.00
TOTAL:					USD 254,640.00

**Notes:**

## Instructional Empowerment, Inc. Terms & Conditions

### Customer Acknowledgment

Customer acknowledges agreement with these Terms & Conditions of Sale by placement of an order to purchase products or services from Instructional Empowerment, Inc. or associated DBAs.

### Prices

Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted.

### Payment

Purchase order or payment is required prior to order fulfillment. Make checks payable in USD to "Instructional Empowerment, Inc." or "Marzano Evaluation Center," and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

### Purchase Orders

Please reference quote number (shown above) on all purchase orders. Purchase orders should be sent to Instructional Empowerment, Inc. or associated DBAs, 175 Cornell Road, Suite 18, Blairsville, PA 15717 or faxed to (724) 240-6475 or emailed to: [orders@instructionalempowerment.com](mailto:orders@instructionalempowerment.com)

### Terms

Standard payment terms are net 30 from date of invoice. Seller reserves the right to charge interest at the rate of 0.5% per month on past due balances. Seller also reserves the right to submit invoices greater than 90 days past due to a third party agency for collection.

### Scheduling

On-site training and professional development sessions require 30 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee.

Virtual training and professional development sessions require 14 days advance notice. Purchase order or payment must be received before training dates can be reserved. Trainings scheduled at the Customer's request with less than 14 days advance notice are subject to availability and a \$500 expediting fee.

All training sessions must be scheduled no later than 12 months following receipt of purchase order.

### Cancellation/Rescheduling

Virtual Sessions may be cancelled or rescheduled 7 or more calendar days before the scheduled date of the event without penalty. Customers who cancel/reschedule the virtual session within 1-6 calendar days prior to the event, will be charged 50% of the event price. If a customer does not show up for the event, or cancels on the day of the event, the customer is responsible for 100% of the event price.

On-Site Trainings may be cancelled or rescheduled 14 or more calendar days before the scheduled training date without penalty. Customers who cancel/reschedule the on-site training up to 3 calendar days prior to the training date will be charged 50% of the training price. For cancellations 0-3 calendar days before the scheduled training date, including no-shows or same-day cancellations, will be charged 100% of the training price.

All cancellation or rescheduling requests must be made with the Scheduling Team either by email to [scheduling@instructionalempowerment.com](mailto:scheduling@instructionalempowerment.com) or by phone by calling toll free 1-866-731-1999.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion.

### Shipping and Handling

Shipping and Handling for print materials shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply.

Instructional Empowerment, Inc. will fulfill your order based on the quantity of materials shown on your purchase order. Should you request additional copies of materials, you will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

### Sales, Use, Value Add and other Taxes

Customers exempt from sales taxes must provide a copy of their current exemption certificate, if applicable. Instructional Empowerment, Inc. reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on Seller's sales tax collection requirements and Customer's current jurisdiction rates in effect on the date of invoice.

### Materials Reprint Licenses

Professional development sessions and related materials are revised periodically to reflect most current research and provide the best possible experience for the learners. Updates to materials covered under reprint licenses will be provided free of charge upon request during the terms of the license. Customers are advised to print only sufficient quantities to cover their immediate training needs.

### Recording of Presentations

All audio and video recording is prohibited without written consent from Instructional Empowerment, Inc.

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and return with Purchase Order.

Approved As To Form:

THANK YOU FOR YOUR BUSINESS!

  
School Board Attorneys Office

## PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 23-968-208

**Title:** Fencing, Gate Operators and Handrails Installed

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☒ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 08/01/25 thru 07/31/26   ☐ N/A - One Time Purchase

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

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
0	6-months	year	

**Rationale/Reason**

This contract secures firm pricing for labor, materials and equipment for fencing, gate operators and handrails throughout the district.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett   **Buyer:** Christina DiLeonardo-Rowan  
**Title:** Director, Maintenance Department

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**SMITH INDUSTRIES, INC. DBA SMITH FENCE COMPANY**

This bid provides firm unit pricing as below and includes all supervision, personnel, supplies, equipment, vehicles etc., in order to provide services as requested to facilities countywide. All fees, charges and expenses of any kind shall be included in pricing.

Line	Description	Unit of Measure	Unit Price
1	FENCE, REMOVAL OF OLD	LF	\$5.00
2	4' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$25.00
3	6' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$34.00
4	7' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$46.00
5	8' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$50.00
6	10' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$61.00
7	12' GALVINIZED W/LINE POSTS & TOP RAILS	FT	\$71.00
8	4' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$27.00
9	6' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$37.00
10	7' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$48.00
11	8' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$55.00
12	10' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$65.00
13	12' GALVINIZED W/LINE POSTS & TOP RAILS BLACK FABRIC	FT	\$74.00
14	4' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$30.00
15	6' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$41.00
16	7' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$50.00
17	8' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$59.00
18	10' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$75.00
19	12' BLACK VINYL COATED FABRIC W/LINE POST & TOP RAILS	LF	\$79.00
20	6' W/TENSIONWIRE GALV W/LINE POSTS	FT	\$28.00
21	6' W/TOP RAIL & 3 STRANDS OF BARBLESS WIRE GALV	FT	\$35.00
22	ADDITION OF WELDED PLATE TO POST W/ANCHORS GALV	EA	\$75.00
23	4' END POST GALV	EA	\$155.00
24	4' END POST BLACK VINYL	EA	\$188.00
25	4' PULL POST GALV	EA	\$211.00
26	4' PULL POST BLACK VINYL	EA	\$188.00
27	4' CORNERPOST GALV	EA	\$211.00
28	4' CORNERPOST BLACK VINYL	EA	\$188.00
29	6' END POST BLACK GALV	EA	\$175.00
30	6' END POST BLACK VINYL	EA	\$222.00
31	6' PULL POST GALV	EA	\$239.00
32	6' PULL POST BLACK VINYL	EA	\$222.00
33	6' CORNER POST GALV	EA	\$239.00
34	6' CORNER POST BLACK VINYL	EA	\$222.00
35	7' END POST GALV	EA	\$329.00

36	7' END POST BLACK VINYL	EA	\$415.00
37	7' PULL POST GALV	EA	\$485.00
38	7' PULL POST BLACK VINYL	EA	\$533.00
39	7' CORNER POST GALV	EA	\$485.00
40	7' CORNER POST BLACK VINYL	EA	\$533.00
41	8' END POST GALV	EA	\$361.00
42	8' END POST BLACK VINYL	EA	\$450.00
43	8' PULL POST GALV	EA	\$525.00
44	8' PULL POST BLACK VINYL	EA	\$608.00
45	8' CORNER POST GALV	EA	\$525.00
46	8' CORNER POST BLACK VINYL	EA	\$608.00
47	10' END POST GALV	EA	\$400.00
48	10' END POST BLACK VINYL	EA	\$500.00
49	10' CORNER POST GALV	EA	\$575.00
50	10' CORNER POST BLACK VINYL	EA	\$700.00
51	12' END POST GAVL	EA	\$450.00
52	12' END POST BLACK VINYL	EA	\$500.00
53	12' PULL POST GAVL	EA	\$600.00
54	12' PULL POST BLACK VINYL	EA	\$700.00
55	12' CORNER POST GAVL	EA	\$600.00
56	12' CORNER POST BLACK VINYL	EA	\$700.00
58	4' X 16' CANTILEVER GATE GALV	EA	\$2660.00
59	4' x 16' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$2800.00
60	4' x 16' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$2900.00
61	4' X 20' CANTILEVER GATE GALV	EA	\$2850.00
62	4' X 20' CANTILEVER GATE GALV W/ BLACK FABRIC	EA	\$3000.00
63	4' X 20' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$3200.00
64	4' X 24' CANTILEVER GATE GALV	EA	\$3050.00
65	4' X 24' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$3400.00
66	4' X 24' CANTILEVER GATE BLACK W/ BLACK FABRIC	EA	\$3600.00
67	6' X 16' CANTILEVER GATE GALV	EA	\$3240.00
68	6' X 16' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$3400.00
69	6' X 16' CANTILEVER GATE BLACK W/ BLACK FABRIC	EA	\$3600.00
70	6' X 20' CANTILEVER GATE GALV	EA	\$3530.00
71	6' X 20' CANTILEVER GATE GALV W/ BLACK FABRIC	EA	\$3700.00
72	6' X 20' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$3900.00
73	8' X 16' CANTILEVER GATE GALV	EA	\$3725.00
74	8' X 16' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$3900.00

75	8' X 16' CANTILEVER GATE BLACK W/ BLACK FABRIC	EA	\$4100.00
76	8' X 24' CANTILEVER GATE GALV	EA	\$4525.00
77	8' X 24' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$4800.00
78	8' X 24' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$5000.00
79	10' X 16' CANTILEVER GATE GALV	EA	\$4225.00
80	10' X 16' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$4500.00
81	10' X 16' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$4700.00
82	10' X 24' CANTILEVER GATE GALV	EA	\$5800.00
83	10' X 24' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$6100.00
84	10' X 24' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$6400.00
85	12' X 16' CANTILEVER GATE GALV	EA	\$4730.00
86	12' X 16' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$4900.00
87	12' X 16' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$5200.00
88	12' X 24' CANTILEVER GATE GALV	EA	\$5930.00
89	12' X 24' CANTILEVER GATE GALV W/BLACK FABRIC	EA	\$6200.00
90	12' X 24' CANTILEVER GATE BLACK W/BLACK FABRIC	EA	\$6600.00
91	4' X 4' SINGLE SWING GATE GALV	EA	\$575.00
92	4' X 4' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$600.00
93	4' X 4' SINGLE SWING GATE BLACK W/ BLACK FABRIC	EA	\$650.00
94	4' X 6' SINGLE SWING GATE GALV	EA	\$650.00
95	4' X 6' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$685.00
96	4' X 6' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$700.00
97	4' X 8' SINGLE SWING GATE GALV	EA	\$685.00
98	4' X 8' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$720.00
99	4' X 8' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$760.00
100	4' X 10' SINGLE SWING GATE GALV	EA	\$725.00
101	4' X 10' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$770.00
102	4' X 10' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$800.00
103	4' X 12' SINGLE SWING GATE GALV	EA	\$850.00
104	4' X 12' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$900.00
105	4' X 12' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$950.00
106	6' X 4' SINGLE SWING GATE GALV	EA	\$625.00

107	6' X 4' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$675.00
108	6' X 4' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$700.00
109	6' X 6' SINGLE SWING GATE GALV	EA	\$730.00
110	6' X 6' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$775.00
111	6' X 6' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$800.00
112	6' X 8' SINGLE SWING GATE GALV	EA	\$800.00
113	6' X 8' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$850.00
114	6' X 8' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$925.00
115	6' X 10' SINGLE SWING GATE GALV	EA	\$850.00
116	6' X 10' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$950.00
117	6' X 10' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1000.00
118	6' X 12' SINGLE SWING GATE GALV	EA	\$1050.00
119	6' X 12' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1100.00
120	6' X 12' SINGLE SWING GATE BLACK W/BLACK	EA	\$1200.00
121	8' X 4' SINGLE SWING GATE GALV	EA	\$750.00
122	8' X 4' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$800.00
123	8' X 4' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$850.00
124	8' X 6' SINGLE SWING GATE GALV	EA	\$825.00
125	8' X 6' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$875.00
126	8' X 6' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$925.00
127	8' X 8' SINGLE SWING GATE GALV	EA	\$1100.00
128	8' X 8' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1200.00
129	8' X 8' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1300.00
130	8' X 10' SINGLE SWING GATE GALV	EA	\$1090.00
131	8' X 10' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1200.00
132	8' X 10' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1500.00
133	8' X 12' SINGLE SWING GATE GALV	EA	\$1190.00
134	8' X 12' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1300.00
135	8' X 12' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1500.00
136	10' X 4' SINGLE SWING GATE GALV	EA	\$825.00
137	10' X 4' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$900.00

138	10' X 4' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$975.00
139	10' X 6' SINGLE SWING GATE GALV	EA	\$925.00
140	10' X 6' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$975.00
141	10' X 6' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1200.00
142	10' X 8' SINGLE SWING GATE GALV	EA	\$1150.00
143	10' X 8' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1200.00
144	10' X 8' SINGLE SWING GATE BLACK W/BLACK	EA	\$1600.00
145	10' X 10' SINGLE SWING GATE GALV	EA	\$1250.00
146	10' X 10' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1400.00
147	10' X 10' SINGLE SWING GATE BLACK W/BLACK	EA	\$1600.00
148	10' X 12' SINGLE SWING GATE GALV	EA	\$1350.00
149	10' X 12' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1500.00
150	10' X 12' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1800.00
151	12' X 4' SINGLE SWING GATE GALV	EA	\$885.00
152	12' X 4' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1000.00
153	12' X 4' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1300.00
154	12' X 6' SINGLE SWING GATE GALV	EA	\$1000.00
155	12' X 6' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1150.00
156	12' X 6' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1500.00
157	12' X 8' SINGLE SWING GATE GALV	EA	\$1275.00
158	12' X 8' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1400.00
159	12' X 8' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1800.00
160	12' X 10' SINGLE SWING GATE GALV	EA	\$1395.00
161	12' X 10' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1500.00
162	12' X 10' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$1900.00
163	12' X 12' SINGLE SWING GATE GALV	EA	\$1515.00
164	12' X 12' SINGLE SWING GATE GALV W/BLACK FABRIC	EA	\$1600.00
165	12' X 12' SINGLE SWING GATE BLACK W/BLACK FABRIC	EA	\$2000.00
166	6' TALL - WHITE PVC TONGUE & GROOVE FENCE	LF	\$47.00
167	6' TALL X 4' WIDE WHITE PVC GATE W/POST & HARDWARE	EA	\$900.00
168	6' TALL X 5' WIDE WHITE PVC GATE W/POST & HARDWARE	EA	\$915.00

169	6' TALL X 6' WIDE WHITE PVC GATE W/POST & HARDWARE	EA	\$925.00
170	6' TALL X 10' WIDE WHITE PVC GATE W/POST & HARDWARE	EA	\$1500.00
171	6' X 12" GALV TEMP FENCE PANELS AND BASE W/METAL CONNECTOR	EA	\$250.00
172	4' PRIVACY FENCE FILLER, PDS VINYL WINGED SLAT	LF	\$18.00
173	6' PRIVACY FENCE FILLER, PDS VINYL WINGED SLAT	LF	\$20.00
174	8' PRIVACY FENCE FILLER, PDS VINYL WINGED SLAT	LF	\$22.00
175	4' PRIVACY FENCE FILLER, PDS VINYL Bottom Lock SLAT	LF	\$16.00
176	6' PRIVACY FENCE FILLER, PDS VINYL Bottom Lock SLAT	LF	\$16.00
177	8' PRIVACY FENCE FILLER, PDS VINYL Bottom Lock SLAT	LF	\$20.00
178	3 RAIL HANDRAIL STEEL FDOT INDEX 870 BICYCLE	FT	\$97.00
179	3 RAIL HANDRAIL ALUMINUM FDOT INDEX 800 BICYCLE	FT	\$96.00
180	2 RAIL HANDRAIL STEEL FDOT INDEX 880 PEDESTRIAN	FT	\$95.00
181	2 RAIL HANDRAIL ALUMINUM FDOT INDEX 870 PEDESTRIAN	FT	\$94.00
	HOURLY RATE MON-FRI - 8AM-5PM - STRAIGHT TIME	HR	\$150.00
	HOURLY RATE MON-FRI OVERTIME & HOLIDAY	HR	\$250.00
	FENCING - REPAIR AND REPLACEMENT RATE	HR	\$150.00
	INSTALL IN CONCRETE PCSB SUPPLIED PRE-HUNG ALUMINUM PANIC GATE	HR	\$1100.00/ea.
	INSTALL IN GRASS PCSB SUPPLIED PRE-HUNG ALUMINUM PANIC GATE	HR	\$1100.00/ea.
	ADDITIONAL CLEARING WITH BUSH HOG	HR	\$200.00
	OTHER-FENCING AND MATERIALS COST PLUS %	%	30%
	GATE OPERATORS COST PLUS %	EA	30%

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 23-968-193

**Title:** Directional Boring and Hand  
Trenching

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☒ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 07/29/25 thru 07/28/26   ☐ N/A - One Time Purchase

**Contract Value:** \$ 300,000.00

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> None
0	6-months	year	

**Rationale/Reason**

This contract secures firm pricing for labor, materials and all equipment necessary to perform underground utility and excavation for electrical, fire alarm, intercom, and security installations throughout the district.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett   **Buyer:** Christina DiLeonardo-Rowan  
**Title:** Director, Maintenance Department

## **CARL HANKINS, INC.**

Provide labor, materials and all equipment necessary to perform directional boring, also commonly called Horizontal Directional Drilling (HDD) for, but not limited to, electrical, fire alarm, intercom, and security installations, at various facilities county wide, per specifications.

PER FOOT PRICING: Provide pricing per foot by diameter of pipe and run lengths in the Pricing Matrix below.

### **Directional Boring Per Foot Pricing:**

Run Length	1" Pipe	2" Pipe	4" Pipe	6" Pipe
100' – 250'	\$14.50/ft.	\$18.30/ft.	\$32.00/ft.	\$55.00/ft.
251 – 500'	\$13.50/ft.	\$17.00/ft.	\$30.00/ft.	\$52.00/ft.
500' & over	\$12.85/ft.	\$15.65/ft.	\$28.50/ft.	\$50.00/ft.

### **Second Conduit in the same Bore Per Foot Pricing:**

Run Length	1" Pipe	2" Pipe	4" Pipe	6" Pipe
100' – 250'	\$5.00/ft.	\$8.50/ft.	\$26.00/ft.	\$53.00/ft.
251 – 500'	\$4.95/ft.	\$8.25/ft.	\$25.00/ft.	\$50.00/ft.
500' & over	\$4.65/ft.	\$8.00/ft.	\$24.00/ft.	\$49.50/ft.

### **Hand Trenching Per Foot Pricing:**

Run Length	1" Pipe	2" Pipe	4" Pipe	6" Pipe
100' – 250'	\$15.00/ft.	\$18.00/ft.	\$26.00/ft.	\$50.00/ft.
251 – 500'	\$14.50/ft.	\$17.00/ft.	\$25.00/ft.	\$50.00/ft.
500' & over	\$14.00/ft.	\$16.00/ft.	\$24.00/ft.	\$48.00/ft.

### **Second Conduit in the same Trench Per Foot Pricing:**

Run Length	1" Pipe	2" Pipe	4" Pipe	6" Pipe
100' – 250'	\$5.00/ft.	\$9.00/ft.	\$18.00/ft.	\$40.00/ft.
251 – 500'	\$4.95/ft.	\$8.75/ft.	\$17.50/ft.	\$40.00/ft.
500' & over	\$4.65/ft.	\$8.50/ft.	\$17.00/ft.	\$40.00/ft.

### **Jet Line Per Foot Pricing:**

Run Length	
100' – 250'	\$1.20/ft.
251 – 500'	\$.90/ft.
500' & over	\$.60/ft.

**Cost Plus Mark-Up Percentage:**

Percentage Mark Up on Manufacturer's wholesale price for parts and materials, regardless of Manufacturer (**Cost plus mark-up %**) Original itemized invoices shall be submitted as required.

17%

**Ground Penetrating Radar (GPR) Survey Pricing:**

**Unit Prices**

Unit pricing to provide (GPR) underground survey services at various county wide locations.

\$1000.00 ½ day (4) hours

(Rates to include mobilization, imaging technician and report)

\$1950.00 1- day (8) hours

Back Hoe

\$450.00 1- day (8) hours

Compressor

\$180.00 1- day (8) hours

Cut and patch concrete

\$80.00 per square foot

**Additional Charge as a percentage for Nights and Weekends rate: 15%**

Type of Warranty Furnished: 1 year

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-962-095

**Title:** Electronics Recycling and Disposal Services

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☒ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 07/15/25 thru 01/25/26   ☐ N/A - One Time Purchase

**Contract Value:** \$ 100,000.00 (Est. Revenue)

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

**Renewal Options:**

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

**Rationale/Reason**

Utilizing the School Board of Volusia County Contract No. ITB CPT-24-003CE. This contract secures firm fixed pricing for revenue generating sales of electronic devices, recycling services of salvaged end-of-life electronics in an environmentally responsible manner.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Countywide High Schools  
**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett   **Buyer:** Jena Grage  
**Title:** Director, Maintenance Department

Contractor Name: Vantage Point Disposition, LLC  
Address: 7725 W Reno Ave, STE 395  
Oklahoma City, OK 73127  
Phone: 405-896-8400 ext. 109  
Contact: Chelsea Bytell  
Email: [cbytell@vantagepointitad.com](mailto:cbytell@vantagepointitad.com)  
Vendor ID: V-45232

Provide recycling services for electronics recycling and disposal services. Vendor shall provide all equipment, materials, and incidentals to pick up, dismantle, process, recycle, and properly dispose of District owned electronic waste products at the prices specified herein during the term of the agreement.

Vendors reuse and recycling services shall meet high standards of environmental stewardship and responsibility. Service will include regularly scheduled pickups and special request pick-ups, transportation, data destruction verification, and written reports. Service will include either an R2 or e-Stewards certification of recycling and disposal. Awarded vendor shall respond within two (2) business days of notification for container pick-up and removal from the district site, to be completed in full within thirty (30) days after notification.

**Electronic Equipment Pick Up:** Typical electronic waste products shall include but not be limited to desktop and laptop computers, computer towers, computer monitors, printers, servers, switches, wireless devices, media and overhead projectors, and miscellaneous electronic waste. The awarded vendor shall , on an as needed basis, provide for the loading, transportation, unloading, an audit trail documentation of the end-of-life as specified and described in the price sheet, etc. Electronic equipment models vary by size, weight, brand, and configuration.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE PAID BY VENDOR
1.	Laptop / Notebook	\$110.00 / each
2.	Computer Monitors	15.00 / each
3.	CPU	45.00 / each
4.	Televisions (CRT, Flatscreen LCD)	25.00 / each
5.	Media Projectors	10.00 / each
6.	Servers	0.30 /pound
7.	Switches	300.00 / each
8.	Tablets (Androids, etc.)	92.00 / each
9.	Hard Drives	0.20 /pound
10.	Phones / Phone Systems	0.20 /pound
11.	Cords	0.20 /pound
12.	Copiers / Fax Machines	0.20 /pound
13.	Printers	0.20 /pound
14.	Miscellaneous: mice, keyboards, cables, audio visual devices, scanners, etc.	0.20 /pound
<b>NON-WORKING CONDITION/INCOMPLETE</b>		
15.	CPU	0.20 /pound
16.	Laptop	0.20 /pound
17.	Computer Monitors (LCD)	0.00 /pound
18.	Servers	0.20 /pound
19.	Switches	0.20 /pound
20.	Tablets	0.20 /pound

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 24-060-002

**Title:** Motor Vehicle Filters

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☐ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☒ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) \*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 09/12/25 thru 09/11/26   ☐ N/A - One Time Purchase

**Contract Value:** \$ 55,000.00

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
0	6-months	1 - year	

**Rationale/Reason**

This contract will provide filters for the maintenance and repair of district owned vehicles and equipment.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Vehicle Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** T. Mark Hagewood   **Buyer:** Angelo Molfetta, NIGP-PPA  
**Title:** Director, Transportation   Purchasing Analyst

Contractor Name: Fleet Acquisitions LLC d.b.a. Fleet Products  
Address: 6510 Golden Groves Lane  
Tampa, FL 33610  
Contact: Bob Palm  
Phone: 813-621-1734  
Email: bpalm@fleetproducts.com  
Vendor ID: 7501

(See Attached Tabulation)

Provide and deliver motor vehicle filters per the Wix brand that was bid by the vendor. Vendor is to submit to the PCSB purchasing department either a paper or electronic version of the current Manufacturer's Jobber price list for verification.

<b>Filter Type</b>	<b>PCS Stock Part number</b>	<b>Wix O.E.M. Part number</b>	<b>Mfr/Brand Bid</b>	<b>Discount Percentage (B)</b>
Oil Filters	18478	57744XD	Wix	65%
	15321	51372	Wix	65%
	18018	51791	Wix	90%
	19962	51799	Wix	65%
	15017	51515	Wix	68%
	15004	51060	Wix	65%
Air Filters	15013	42253	Wix	65%
	15002	46440	Wix	68%
	15021	46418	Wix	65%
	31725	46744	Wix	90%
	35327	46870	Wix	65%
Fuel Filters	15069	33481	Wix	68%
	90093	33899	Wix	90%
	15110	33232	Wix	68%
	30090	33231	Wix	65%
	35443	33412	Wix	68%
	35442	33628	Wix	65%
Transmission Filters	28982	57701	Wix	65%
	15096	51551	Wix	74%
	20359	58892	Wix	90%
	27109	58608	Wix	68%
Coolant Filters	19977	24206	Wix	90%
	14965	24071	Wix	74%
	18019	24070	Wix	90%
Hydraulic Filters	15118	57133	Wix	90%
	34269	57131	Wix	65%

Balance of Line Discount to be deducted from the Manufacturers Jobber Price for related items not listed above is 62%.

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 24-AM-004

**Title:** Glass and Mirrors: Materials & Installation

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property  
☒ Revised Award \* ☐ Highest Point Score ☐ Re-Award (partial/whole) \* ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract ☐ Contract/Bid Termination \* ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)\* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification \*

**Contract Period:** 11/12/24 thru 11/11/25 ☐ N/A - One Time Purchase

**Contract Value:** \$ 225,000.00 (revised amount)

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

**Renewal Options:**

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

**Rationale/Reason**

The original bid was board approved on November 12, 2024, for \$125,000.00. An additional \$100,000.00 is needed for the replacement of windows due to storm damages.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett **Buyer:** Angelo Molfetta, NIGP-PPA  
**Title:** Director, Maintenance Department Purchasing Analyst

Contractor Name: Glass Service 8, Inc.  
Address: 1160 Court St.  
Clearwater, FL 33756  
Contact Name: Angela Lollis  
Phone: 727-446-0551  
Email: accounting@glassserviceco.com  
Vendor ID: 962

**GLASS SERVICE 8, INC. (V-962)**

Provide and deliver glass and mirrors on an as needed basis with firm unit pricing for the contract period. Provide general repairs and services at an approved per hour labor rate.

**Category I: Materials & Supplies (\*minimum 3 square feet on all tempered glass products)**

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	44022660	1/8 X 48 X 84 Bronze Glass DS	Sheet	\$67.20
2.	44022661	1/8" Clear, Tempered	SF	\$10.85
3.	44022662	1/8" OBS Texture Pattern 062, Raw Plate	SF	\$3.50
4.	44022663	1/8" OBS Texture Pattern 062 Tempered	SF	\$13.65
5.	44022664	1/8" Bronze Tempered	SF	\$11.76
6.	44022665	1/8 X 48 X 84 Glass DS (Light Case 43/Ea.)	Sheet	\$31.50
7.	44022666	3/16" OBS Texture Pattern 062 Raw Plate	SF	\$5.60
8.	44022667	3/16" Clear Raw Plate	SF	\$4.20
9.	44022668	1/4" Bronze Tempered	SF	\$11.76
10.	44022670	1/4" Solar Reflective Raw Plate Blue	SF	\$11.48
11.	44022671	1/4" Clear Tempered	SF	\$10.85
12.	44022672	1/4" Clear Raw	SF	\$4.06
13.	44022673	1/4" Blue Solar Reflective Tempered	SF	\$34.30
14.	44022674	1/4" Bronze Solar Reflective Tempered	SF	\$26.39
15.	44022675	1/4" Gray Lite 14 Tempered	SF	\$23.45
16.	44022677	1/4" Bronze Raw Plate	SF	\$4.20
17.	44022678	1/4" Gray Raw Plate	SF	\$4.20
18.	44022679	1/4" Gray Solar Reflective Tempered	SF	\$26.39
19.	44022680	1/4" Gray Solar Reflective Raw	SF	\$8.54
20.	44022681	3/16" OBS Texture Pattern 062 Tempered	SF	\$15.61
21.	44022682	1/4" Bronze Solar Reflective, Raw	SF	\$8.54
22.	44022683	1" Insulated: 1/4" Bronze Temp OS, 1/4" Clear Temp, 1/2" Bead	SF	\$35.21
23.	44022684	1/2" Insulated: 1/8" Clear Temp OS, 1/8" Bz Temp, 1/4" Bead	SF	\$31.29
24.	44022685	3/4" IS: 1/4" Gray Temp OS, 1/4" Clear Temp Is, 1/4" Bead	SF	\$35.21
25.	44022686	1" Insulated: 1/4" Gray Temp OS, 1/4" Clear Temp Is, 1/2" Bead	SF	\$35.21
26.	44022689	1/4" Raw Mirror	SF	\$13.30

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
27.	44022691	18" X 24" Model 110 Stainless Steel Framed Mirror	Each	\$308.00
28.	44022692	24" X 60" Model 110 Stainless Steel Framed Mirror	Each	\$672.00
29.	44022693	24" X 30" Model 110 Stainless Steel Framed Mirror	Each	\$392.00
30.	44022694	Mirror Mastic	Gallon	\$84.00
31.	44022695	1/4" X 1/2" Butyl Glaze Tape, Black, 20 1 ft/roll, 20 rolls/cs.	Case	\$322.00
32.	44022696	1/8" X 3/8" Butyl Glaze Tape, Black, 25 1 ft./roll, 24 rolls /cs.	Case	\$238.00
33.	44022697	Showcase 1/2" Double Channel Al Anodized, 1 3/16" X 1 3/16",	LF	\$16.80
34.	44022698	Showcase Double Track, Al Anodized, Open End 1 1/16" X 9/32"	LF	\$14.00
35.	44022699	Showcase Glass Shoe, Alum Anodized For 7/32" & 1/4" Glass	LF	\$11.20
36.	44022700	Showcase Track Wheels, steel, ball bearing, press fit	Each	\$11.90
37.	44024250	Glass Stop, 1/2" X 1/2" X 24' Channel #10044	Each	\$84.00
38.	44022701	Finger Pull, Translucent, 3M Adhesive Backed, 3/4" X 2 3/4"	Each	\$7.00
39.	44022702	Anti- Rattle Guide, Plastic, Top Edge of Glass, Press Fit, 7/8"	Each	\$2.45
40.	44022703	Setting Blocks, PVC, 1/2" X 1/16" X 2"	Each	\$0.28
41.	44022704	Setting Blocks, PVC, 1/2" X 1/8" X 2"	Each	\$0.35
42.	44022705	Setting Blocks, PVC, 1/2" X 1/4" X 2"	Each	\$0.49
43.	44022706	Wire Glazing Clips, Galv., Somaca # 342-1022	Each	\$0.21
44.	44022707	Wire Glazing Clips, Galv., Somaca # 342-1020	Each	\$0.28
45.	44022708	Wire Glazing Clips, Galv., Somaca # 342-1120	Each	\$0.35
46.	44022709	Sneeze Guards, Edging 1/4" Stainless Steel Channel	LF	\$2.80
47.	44022710	Caulk, Bronze, Dow Corning 795BR	Each	\$25.90
48.	44022711	Charcoal Fiberglass Screen, 60" x 100'	Roll	\$252.00
49.	44022712	Gray Fiberglass Screen, 60" x 100'	Roll	\$252.00
50.	44022713	Screen Molding, 12' Lengths	Each	\$18.20
51.	44022714	Screen Corners' Pieces to Match	Each	\$1.12
52.	44022715	Mirror "J" Mold, 16' Length	Each	\$53.20

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
53.	44055712	9/16" Laminated glass-1/4" clear on inside 1/4" clear on outside	SF	\$42.91
54.	44055713	9/16" Laminated glass-1/4" clear on inside 1/4" colored on outside	SF	\$44.66
55.	44055714	7/16" Laminated glass-3/16" clear on inside 3/16" clear on outside	SF	\$42.91
56.	44055715	7/16" Laminated glass-3/16" clear on inside 3/16" colored on outside	SF	\$44.66
57.	TBD	1/4" Laminated Glass Clear	SF	\$15.47
58.	TBD	1/4" Laminated Glass Clear	SF	\$17.15
59.	TBD	1/4" Laminated Glass Clear	SF	\$17.15
60.	TBD	3/8" Laminated Glass Clear	SF	\$34.37

**Category II: Labor Rates – General Repairs and Services**

DESCRIPTION	HOURLY RATE Glass Tech	HOURLY RATE Supervisor
Normal Hours (Monday - Friday 7:00 AM to 4:00 PM) *	\$65.00	\$120.00
Nights and Weekends (After normal Hours or SAT/SUN)	\$90.00	\$120.00
Emergencies (When needed within 2-hours of request)	\$120.00	\$120.00
*Emergency repair calls during normal working hours are billed at normal rates		

# PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **July 15, 2025**

**Contract No:** 25-936-109

**Title:** HVAC Systems with Related Products and Services

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

**Agenda Item Categories:**

- ☐ Lowest Responsive Bid   ☐ Request for Proposal   ☐ Reject Bids   ☒ Piggy-Back Bid per 6A-1.012 (6)   ☐ Sale of Property  
☐ Revised Award \*   ☐ Highest Point Score   ☐ Re-Award (partial/whole) \*   ☐ State Contract per 6A-1.012 (5)  
☐ Renewal of Contract   ☐ Contract/Bid Termination \*   ☐ Contract Extension   ☐ Sole Source   ☐ Co-Op Bid  
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)\*   ☐ Direct Negotiation per 6A-1.012 (14)   ☐ Emergency Ratification \*

**Contract Period:** 07/15/25 thru 11/01/28   ☐ N/A - One Time Purchase

**Contract Value:** \$ 1,667,000.00

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

<b>Renewal Options:</b>	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	3	6-months	1- year	

**Rationale/Reason**

The piggy-back with Sourcewell Contract #080824-JHN; HVAC Systems with Related Products and Services will secure a percentage discount for Johnson Controls HVAC units, equipment, products and services.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB   **For:** Maintenance Department  
**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett   **Buyer:** Angelo Molfetta, NIGP-PPA  
**Title:** Director, Maintenance Department   Purchasing Analyst

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**JOHNSON CONTROLS, INC.**

**PRODUCT, SERVICE SPECIFICATION AND SCOPE OF WORK**

- A. SOLUTIONS-BASED SOLICITATION This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards. B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative. 1. Sourcewell is seeking proposals for HVAC Systems with Related Products and Services, including all types of heating, ventilation, air conditioning,

indoor air quality and water heating or treatment solutions, such as: a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology; b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and; c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization. Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed. 2. The primary focus of this solicitation is on HVAC Systems with Related Products and Services. This solicitation should NOT be construed to include services-only solutions. 3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below: a. Ice Rink and Arena Equipment with Related Supplies and Services (RFP #120320); b. Facility Assessment and Planning with Related Services (RFP #020421); c. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); d. Facilities Maintenance Services (RFP #062421); e. Commercial Kitchen Equipment, with Related Supplies and Services (RFP #063022), and f. Facility MRO (Maintenance, Repair & Operations), Industrial & Building-Related Supplies and Equipment (RFP #091422). Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed. Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract. Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities. C. REQUIREMENTS It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities. 1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes. 2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services. 3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. 4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational. 5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

All corresponding RFP documents related to this contract can be viewed with the following link:

<https://www.omniapartners.com/suppliers/johnson-controls/public-sector/contract-documents#contract-1549>