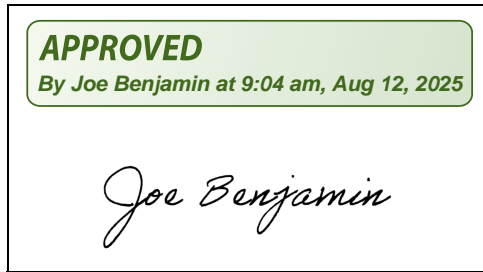
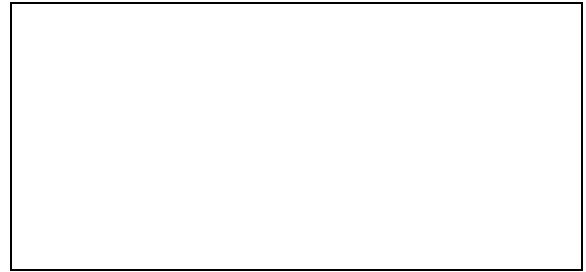


NOTICE OF INTENT TO PURCHASE SOLE SOURCE COMMODITIES and/or SERVICES

DATE/TIME OF INITIAL POSTING



DATE/TIME POSTING REMOVED



The Right to File an Intent to Protest Expires: 9:04 AM on August 15, 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 August 19, 2025 Board Meeting.

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

PURCHASING AGENDA SUMMARY**August 19, 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 BIDDERS:**Sunbelt Sod & Grading Co.; TCC Enterprise, Inc.**

| <i>BID NUMBER</i> | <i>BID TITLE</i> | <i>BID CATEGORY</i> | <i>BID TERM</i> | <i>DESTINATION/ REQUESTER</i> | <i>*FUND/CC</i> | <i>**PROJECT/ SUB-PROJECT</i> | <i>TOTAL CONTRACT AMOUNT</i> |
|--------------------------|-------------------------------------|--------------------------------|------------------------|--|------------------------|--|---|
| 25-CD-057 | Sod, Pick-Up, Delivery & Install | LRB | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 150,000.00 (Estimated) |

COMMENTS: This contract secures firm pricing for the delivery and installation of various sod varieties throughout the district.

RECOMMENDED BIDDERS:**TarHeel Roofing, Inc.; PRS, Inc.; Rycars Construction, LLC; Gulf States Industries, Inc.**

| <i>BID NUMBER</i> | <i>BID TITLE</i> | <i>BID CATEGORY</i> | <i>BID TERM</i> | <i>DESTINATION/ REQUESTER</i> | <i>*FUND/CC</i> | <i>**PROJECT/ SUB-PROJECT</i> | <i>TOTAL CONTRACT AMOUNT</i> |
|--------------------------|---------------------------------|--------------------------------|------------------------|--|------------------------|--|---|
| 25-CD-058 | Roofing Repairs and Services | LRB | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 1,500,000.00 (Estimated) |

COMMENTS: This contract secures pricing for roofing repairs and services throughout the district.

RECOMMENDED BIDDER:**Thor-Guard, Inc.**

| <i>BID NUMBER</i> | <i>BID TITLE</i> | <i>BID CATEGORY</i> | <i>BID TERM</i> | <i>DESTINATION/ REQUESTER</i> | <i>*FUND/CC</i> | <i>**PROJECT/ SUB-PROJECT</i> | <i>TOTAL CONTRACT AMOUNT</i> |
|--------------------------|--|--------------------------------|------------------------|---|------------------------|--|---|
| 25-208-124 | Thor-Guard Lightening Predication System Replacement | SS | N/A | Facilities & Operations Jerry Reynolds | 0376/6080 | 3027/4256 | 499,999.90 |

COMMENTS: This contract is to replace the current lightning prediction system at sixteen high schools. The current systems are no longer repairable, as the parts and software are obsolete.

PURCHASING AGENDA SUMMARY

August 19, 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:

Tasty Brands, LLC

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|-------------------------|-----------------|---|-----------------|-----------------------------------|--------------------------------------|
| 25-393-122 | After School Menu Purchase | ER | N/A | Food & Nutrition Department Dustin Walker | 0410/5470 | 9502 | 64,860.06 |
| COMMENTS: | This emergency purchase will supply pre-packaged high-quality sandwiches for students in the after-school supper program. This one-time purchase will cover the first two weeks of the menu starting, August 11, 2025. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320. | | | | | | |

RECOMMENDED BIDDER:

Carrier Florida

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|-------------------------|-----------------|-------------------------------------|-----------------|-----------------------------------|--------------------------------------|
| 25-936-111 | HVAC OEM Service Agreement: Carrier | SS | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 608,513.00 (Estimated) |
| COMMENTS: | This vendor is the only factory authorized service center for Carrier air conditioning products for Florida. Carrier Florida provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 109 chillers throughout the district. | | | | | | |

RECOMMENDED BIDDERS:

Carrier Florida; Daikin Applied Americas, Inc.; Johnson Controls, Inc.; Trane U.S. Inc.

| BID NUMBER | BID TITLE | CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|---|-----------------|-----------------|-------------------------------------|-----------------|-----------------------------------|--------------------------------------|
| 25-936-121 | HVAC OEM Service Agreement: Various | SS | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 295,000.00 (Estimated) |
| COMMENTS: | This OEM service agreement covers parts, labor, and service calls for work to be done outside the full maintenance agreement on all chillers throughout the district. | | | | | | |

PURCHASING AGENDA SUMMARY

August 19, 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:

Daikin Applied Americas, Inc.

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|-------------------------|-----------------|-------------------------------------|-----------------|-----------------------------------|--------------------------------------|
| 25-936-112 | HVAC OEM Service Agreement: Daikin | SS | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 285,683.31 (Estimated) |
| COMMENTS: | This vendor is the only factory authorized service center for all Daikin Applied air conditioning products for Florida. This contract provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 39 chillers throughout the district. | | | | | | |

RECOMMENDED BIDDER:

Johnson Controls, Inc.

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|-------------------------|-----------------|-------------------------------------|-----------------|-----------------------------------|--------------------------------------|
| 25-936-113 | HVAC OEM Service Agreement: JCI | SS | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 622,271.00 (Estimated) |
| COMMENTS: | This vendor is the only factory authorized provider of equipment and service for all York commercial products in the Southwest area of Florida. This contract provides OEM maintenance services including labor, coil and cooling tower cleaning, parts, emergency services, and quarterly inspections on 68 chillers throughout the district. | | | | | | |

RECOMMENDED BIDDER:

Trane U.S. Inc.

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION/ REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|-------------------------|-----------------|-------------------------------------|-----------------|-----------------------------------|--------------------------------------|
| 25-936-114 | HVAC OEM Service Agreement: Trane | SS | 1 Yr. | Maintenance Dept. Michael Hewett | Various | Various | 741,224.24 (Estimated) |
| COMMENTS: | This vendor is the only factory authorized service center for all Trane air conditioning products for Florida. Trane US, Inc. provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 81 chillers throughout the district. | | | | | | |

PURCHASING AGENDA SUMMARY

August 19, 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 BIDDERS:

Edmentum Inc.

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION / REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|--|---------------------|-----------------|---|-----------------|-------------------------------|------------------------------|
| 25-208-131 | Edmentum Courseware HS & MS Program Licenses | PS/CM | 3 Yr. | Educational Alternative Services Michelle Topping | Various | Various | 902,229.00 (Estimated) |

COMMENTS: This contract provides Edmentum Courseware program licenses to assist in high school graduation requirements, including core coursework, credit recovery, CTE library and electives. It is also used for similar purposes in middle school and adult education.

RECOMMENDED BIDDERS:

Imagine Learning LLC

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION / REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|----------------------------------|---------------------|-----------------|--------------------------------|-----------------|-------------------------------|------------------------------|
| 25-208-125 | Imagine Learning Math License | PS/CM | 1 Yr. | Districtwide Tara Fowler | 0100/5350 | 2601/5506 | 53,550.00 |

COMMENTS: Imagine Math Learning is a supplemental program for Algebra 1 Credit Recovery grade (forgiveness). This purchase is a renewal request.

RECOMMENDED BIDDERS:

CDW-G

| BID NUMBER | BID TITLE | BID CATEGORY | BID TERM | DESTINATION / REQUESTER | *FUND/CC | **PROJECT/ SUB-PROJECT | TOTAL CONTRACT AMOUNT |
|-------------------|-------------------------------|---------------------|-----------------|----------------------------------|-----------------|-------------------------------|------------------------------|
| 25-920-126 | CDW-G/Samsara GPS Licenses | ER | 1 Yr. | Transportation TMark Hagewood | 0100/5590 | 9918/2594 | 131,067.00 |

COMMENTS: Utilizing Omnia contract 2024056-01, this emergency purchase is to renew the GPS platform which is a necessity to ensure uninterrupted GPS coverage for district buses. This service ensures and maintains the safety and reliability of the transportation operations. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

PURCHASING AGENDA SUMMARY

August 19, 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 BIDDERS:

Edia Learning Inc

| <i>BID NUMBER</i> | <i>BID TITLE</i> | <i>BID CATEGORY</i> | <i>BID TERM</i> | <i>DESTINATION/ REQUESTER</i> | <i>*FUND/CC</i> | <i>**PROJECT/ SUB-PROJECT</i> | <i>TOTAL CONTRACT AMOUNT</i> |
|--------------------------|--|--------------------------------|------------------------|--|------------------------|--|---|
| 25-208-127 | Edia Math Licenses, Integration, and Professional Development | PS/CM | 1 Yr. | Districtwide Donnika Jones | 0100/5290 | 801N/8676 | 149,962.20 |

COMMENTS : Edia AI is a secure, comprehensive platform for use by educators and students to increase mathematical academic outcomes. This is a grant-funded expansion supporting the Ready, Set Algebra project.

RECOMMENDED BIDDER:

Learn by Doing, Inc.

| <i>BID NUMBER</i> | <i>BID TITLE</i> | <i>BID CATEGORY</i> | <i>BID TERM</i> | <i>DESTINATION/ REQUESTER</i> | <i>*FUND/CC</i> | <i>**PROJECT/ SUB-PROJECT</i> | <i>TOTAL CONTRACT AMOUNT</i> |
|--------------------------|----------------------------------|--------------------------------|------------------------|--|------------------------|--|---|
| 25-208-096 | Albert IO Licenses & Training | PS/CM | 1 Yr. | HS 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. This platform provides supplemental support for high school students for Florida Assessment of Student Thinking, PSAT, SAT and ACT preparation. This purchase is a renewal request.

***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: **August 19, 2025**

Contract No: 25-CD-057

Title: Sod, Pick-Up, Delivery & Install

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: 8/19/2025 thru 8/18/2026 ☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

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 |
|---------------------------|---|--|-------------------------------|
| 2 | 6-months | 1 - year | |

Rationale/Reason:

This contract secures firm pricing for the delivery and installation of various sod varieties throughout the district.

Bidders Solicited: 565 Bids Received: 4 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Maintenance Department
Countywide

Title: Director, Purchasing Department

Requested By: Michael Hewett **Buyer:** Christina DiLeonardo-Rowan

Title: Director of Maintenance Department

Sunbelt Sod & Grading Co. and TCC Enterprise, Inc.

This bid will provide firm unit pricing as requested below and include all supervision, personnel, supplies, equipment, vehicles etc., to provide services as requested to facilities county wide. All fees, charges and expenses of any kind shall be included in the pricing.

| | | | | SUNBELT SOD & GRADING CO. | | TCC Enterprise Inc | |
|--|-------------------------------------|----------------------|-----------------|---------------------------|------------------|--------------------|------------------|
| Line Item | Description | Total Sq. Ft./Pallet | Unit of Measure | Price per Sq.Ft. | Price per pallet | Price per Sq.Ft. | Price per pallet |
| Description Delivery, 1-2 days, Group 1: Pick-up at Vendor's Location | | | | | | | |
| 1 | Argentine Bahia | 400 | Sq. Ft. | No Bid | No Bid | \$1.05 | \$420.00 |
| 2 | Paspalum Bahia | 400 | Sq. Ft. | No Bid | No Bid | \$1.05 | \$420.00 |
| 3 | Bermuda 419 Tifway | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 4 | Bermuda Tifdwarf | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 5 | St. Augustine "Seville" | 400 | Sq. Ft. | No Bid | No Bid | \$1.10 | \$440.00 |
| 6 | St. Augustine, Bitter Blue | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 7 | St. Augustine, Floratam, muck grown | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 8 | St. Augustine, Floratam, sand grown | 400 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$460.00 |
| 9 | Zoysa | 500 | Sq. Ft. | No Bid | No Bid | \$1.25 | \$625.00 |
| Delivery 2 Days, Group 2: Delivery Only | | | | | | | |
| 10 | Argentine Bahia | 400 | Sq. Ft. | \$.30 | \$120.00 | \$1.05 | \$420.00 |
| 11 | Paspalum Bahia | 400 | Sq. Ft. | \$.30 | \$120.00 | \$1.05 | \$420.00 |
| 12 | Bermuda 419 Tifway | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 13 | Bermuda Tifdwarf | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 14 | St. Augustine, Floratam, muck grown | 500 | Sq. Ft. | \$.60 | \$300.00 | \$1.15 | \$575.00 |
| 15 | St. Augustine, Floratam, sand grown | 500 | Sq. Ft. | \$.60 | \$300.00 | \$1.15 | \$575.00 |
| 16 | Zoysa | 500 | Sq. Ft. | \$.70 | \$350.00 | \$1.25 | \$625.00 |

| Group 3 : Delivered, Installed and Rolled | | | | | | | |
|--|---|-----|---------|--------|----------|--------|----------|
| 17 | Argentine Bahia | 400 | Sq. Ft. | \$.90 | \$360.00 | \$1.05 | \$420.00 |
| 18 | Paspalum Bahia | 400 | Sq. Ft. | \$.90 | \$360.00 | \$1.05 | \$420.00 |
| 19 | Bermuda 419 Tifway Big Roll | 300 | Sq. Ft. | No Bid | No Bid | \$1.25 | \$375.00 |
| 20 | Bermuda Celebration Big Roll | 300 | Sq. Ft. | \$1.15 | \$345.00 | \$1.25 | \$375.00 |
| 21 | Bermuda Tiff Tuff Big Roll | 300 | Sq. Ft. | \$1.10 | \$330.00 | \$1.25 | \$375.00 |
| 22 | St. Augustine "Seville" | 300 | Sq. Ft. | \$1.25 | \$375.00 | \$1.15 | \$345.00 |
| 23 | St. Augustine, Bitter Blue | 500 | Sq. Ft. | \$1.00 | \$500.00 | \$1.20 | \$600.00 |
| 24 | St. Augustine, Floritam, muck grown | 500 | Sq. Ft. | \$.94 | \$470.00 | \$1.20 | \$600.00 |
| 25 | St. Augustine, Floritam, sand grown | 400 | Sq. Ft. | \$.94 | \$376.00 | \$1.20 | \$480.00 |
| 26 | Zoysa | 500 | Sq. Ft. | \$1.00 | \$500.00 | \$1.20 | \$600.00 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-CD-058

Title: Roofing Repairs 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: 8/23/2025 thru 8/22/2026 ☐ N/A - One Time Purchase

Contract Value: \$ 1,500,000.00

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 type="checkbox"/> None |
|------------------------|--|--|-------------------------------|
| 1 | 6-months | 2 - year | |

Rationale/Reason: This contract secures pricing for roofing repairs and services throughout the district.

Bidders Solicited: 1025 Bids Received: 11 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

| | | | | Gulf States | PRS, Inc. | RYCARS | TarHeel Roofing |
|----------------------------|--|-----|-----------------|-------------|-----------|-----------|-----------------|
| Line Item | Description | Qty | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| Labor Normal Hours | | | | | | | |
| 1 | Roofer | 1 | Hourly Rate | \$75.00 | \$50.00 | \$60.00 | \$65.00 |
| 2 | Helper | 1 | Hourly Rate | \$60.00 | \$50.00 | \$45.00 | \$65.00 |
| Labor Outside Normal Hours | | | | | | | |
| 4 | Roofer | 1 | Hourly Rate | \$95.00 | \$50.00 | \$90.00 | \$97.50 |
| 5 | Helper | 1 | Hourly Rate | \$80.00 | \$50.00 | \$67.50 | \$97.50 |
| | | | | | | | |
| | | | | | | | |
| | | | | Gulf States | PRS, Inc. | RYCARS | TarHeel Roofing |
| Line Item | Description | Qty | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| 1 | Drain retrofit installation | 1 | each | \$ 800.00 | \$ 299.00 | \$ 350.00 | \$ 610.00 |
| 2 | Fix 10ft strip in/on drip edge surface coming up | 1 | (10) Sq. Ft. | \$ 55.00 | \$ 90.00 | \$ 150.00 | \$ 18.00 |
| 3 | Damage or puncture in field of roof | 1 | (5) L. F. | \$ 95.00 | \$ 20.00 | \$ 150.00 | \$ 26.00 |
| 4 | Deteriorated metal coping | 1 | (10) Sq. Ft. | \$ 40.00 | \$ 25.00 | \$ 200.00 | \$ 41.70 |
| 5 | Install patch, asphalt membrane, mastic and granules | 1 | (20) Sq. Ft. | \$ 40.00 | \$ 260.00 | \$ 300.00 | \$ 19.70 |
| 6 | Open outside corner at base flashing | 1 | (2) Sq. Ft. | \$ 260.00 | \$ 12.00 | \$ 150.00 | \$ 134.50 |

| | | | | | | | |
|------------------|--------------------------------|------------|-------------------------------------|------------------|----------------------------|------------------------|-----------|
| 7 | Replace lead flashing in drain | 1 | (4) Sq. Ft. | \$ 220.00 | \$ 120.00 | \$ 250.00 | \$ 218.25 |
| | | | | | | | |
| | | | | | | | |
| Table 3 | | | Gulf States Industries, Inc. | PRS, Inc. | RYCARS Construction | TarHeel Roofing | |
| Line Item | Description | UOM | Percent | Percent | Percent | Percent | |
| 1 | % of markup on materials | each | 0.0% | 10.0% | 15.0% | 25.0% | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-124

Title: Thor-Guard Lightening Prediction System Preplacement

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:

☐ N/A - One Time Purchase

Contract Value: \$ 499,999.90

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 type="checkbox"/> None |
|------------------------|--|--|-------------------------------|
| | 6-months | year | |

Rationale/Reason:

This contract is to replace the current lightning prediction system at sixteen high schools. The current systems are no longer repairable, as the parts and software are obsolete.

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: Jerry Reynolds **Buyer:** Christina DiLeonardo -Rowan
Title: General Manager Facilities & Operations

Contractor Name: THOR GUARD INC
Address: 1193 SAWGRASS CORPORATE PKWY
SUNRISE, FL 33323-2847

Phone: 954- 835 -0900
Email: MARIANNE@THORGUARD.COM
Vendor ID: V-35795



Integrated Lightning Prediction and Warning Systems

| | | Quotation Totals |
|---|-------------------------|--------------------------------|
| Date: | July 30, 2025 | |
| Prepared by Hunter Ross for : | Pinellas County Schools | |
| | Jerry Reynolds | |
| | | All New Equipment Upgrade Cost |
| Location | | |
| <u>Boca Ciega High School</u> | | \$30,052.15 |
| <u>Clearwater High School</u> | | \$30,052.15 |
| <u>Countryside High School</u> | | \$30,052.15 |
| <u>Hollins High School</u> | | \$30,052.15 |
| <u>Dunedin High School</u> | | \$30,052.15 |
| <u>East Lake High School</u> | | \$30,052.15 |
| <u>Gibbs High School</u> | | \$30,052.15 |
| <u>Lakewood High School</u> | | \$30,052.15 |
| <u>Largo High School</u> | | \$30,052.15 |
| <u>Northeast High School</u> | | \$36,440.65 |
| <u>Osceola High School</u> | | \$30,052.15 |
| <u>Palm Harbor University High School</u> | | \$36,440.65 |
| <u>Pinellas Park High School</u> | | \$30,052.15 |
| <u>Seminole High School</u> | | \$30,052.15 |
| <u>St. Petersburg High School</u> | | \$30,052.15 |
| <u>Tarpon Springs High School</u> | | \$36,440.65 |
| <u>Total</u> | | <u>\$499,999.90</u> |
| Includes Software Upgrade & Data Management Fees for: <u>8/30/2025 - 1/1/2027</u> | | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-393-122

Title: After School Menu Purchase

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:

☒ N/A - One Time Purchase

Contract Value: \$ 64,860.06

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 6-months | <input type="checkbox"/> Length of Each Term - year | <input checked="" type="checkbox"/> None |
|------------------------|--|--|--|

Rationale/Reason

This emergency purchase will supply pre-packaged high-quality sandwiches for students in the after-school supper program. This one-time purchase will cover the first two weeks of the menu starting, August 11, 2025. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

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

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

Requested By: Dustin Walker **Buyer:** Jena Grage
Title: Director, Food & Nutrition Department

Recommended award by vendor as follows: (see attached)

TASTY BRANDS, LLC (v-30148)

| Qty. | Description | Item No. | UOM | Unit Price | Total |
|---------------------|---|-----------------|------------|-------------------|--------------------|
| 240 | Commodity Processed Rotisserie Chicken & Mozzarella Brioche Sandwich, WG (IW) | 74018 | Case | \$77.23 | \$18,535.20 |
| 120 | Commodity Processed Chicken, Turkey Pepperoni & Cheese Sub Sandwich, WG (IW) | 70015 | Case | 76.21 | 9,145.20 |
| 240 | Commodity Processed Black Forest Ham & Cheddar Brioche Sandwich, WG (IW) | 70076 | Case | 76.70 | 18,408.00 |
| 240 | Commodity Processed Turkey & 2 Cheese Wrap Sandwich, WG (IW) | 70002 | Case | 76.31 | 18,314.40 |
| Grand Total: | | | | | \$64,402.80 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-111

Title: HVAC OEM Service Agreement:
Carrier

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 *
☐ RFQu

Contract Period: 8/19/25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 608,513.00

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 |
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for Carrier air conditioning products for Florida. Carrier Florida provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 109 chillers throughout the district.

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

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

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

Contractor Name: Carrier Florida
Address: 3104 Cherry Palm Dr.
Tampa, FL 33619
Contact: Chad Snyder
Phone: 813-310-3452
Email: chad.synder@carrier.com
Vendor ID: 2612

CARRIER FLORIDA (V-2612)

Provide full-service OEM maintenance service agreement to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | Price per unit |
|---|-----------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year (air cooled) | 7815.00 |
| Refrigerant Monitoring Service | 1556.00 |
| Annual Cooling Tower Cleaning (water Cooled) | 6748.00 |
| Preventative Maintenance only | 2348.00 |
| Coil Cleaning only | 868.00 |
| Total Units = 109 | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-121

Title: HVAC OEM Service Agreement:
Various

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: 08/19/25 thru 08/18/26 ☐ N/A - One Time Purchase

Contract Value: \$ 295,000.00

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 checked="" type="checkbox"/> Length of Each Term | <input checked="" type="checkbox"/> None |
| | 6-months | 1 - year | |

Rationale/Reason

This OEM service agreement covers parts, labor, and service calls for work to be done outside the full maintenance agreement on all chillers throughout the district.

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

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

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

Provide all labor, parts and materials to perform routine and emergency repairs and upgrades on an *as needed basis*, district wide, per agreements.

1. CARRIER FLORIDA (V-2612)

- **ESTIMATED ANNUAL TOTAL: \$ 50,000.00**

Labor Rates

Hourly Rates

Regular Time \$190.00/man hour
Overtime \$285.000/man hour
Sundays/Holidays \$380.00/man hour

List Price Parts Discount Multiplier: **.90**

2. JOHNSON CONTROLS, INC. (V-1219)

- ESTIMATED ANNUAL TOTAL: \$ 100,000.00

| <u>Labor Rates</u> | <u>Regular Time Labor</u> | <u>Overtime Labor</u> | <u>Double Time/Holidays Labor</u> |
|--------------------------|---------------------------|-----------------------|-----------------------------------|
| Chiller Mechanic | \$177.00/man hour | \$266.00/per man hour | \$354.00/per man hour |
| HVAC/ General Mechanical | \$142.00/man hour | \$213.00/per man hour | \$284.00/per man hour |
| Controls Technician | \$230.00/man hour | \$345.00/per man hour | \$460.00/per man hour |

List Price Parts Discount Multiplier: Cost multiplied by 1.40

Sub-Contractor: Cost multiplied by 1.30 mark-up

Zone charge: \$95.00 flat fee

3. TRANE US, INC (V-22980)

- ESTIMATED ANNUAL TOTAL: \$ 95,000.00

| <u>Labor Rates</u> | <u>Mechanical</u> | <u>Building Automation System Service</u> |
|--------------------|--------------------|---|
| Regular Time | \$ 220.00/man hour | \$228.00 /man hour |
| Overtime | \$330.00/man hour | \$342.00/ man hour |
| Holidays | \$440.00/man hour | \$456.00/man hour |

List Price Parts Discount Multiplier: 1.5

4. DAIKIN APPLIED (V-31793)

- ESTIMATED ANNUAL TOTAL: \$ 50,000.00

Labor Rates

| | |
|--------------|-------------------|
| Regular Time | \$216.00/man hour |
| Overtime | \$324.00/man hour |
| Holidays | \$432.00/man hour |

List Price Parts Discount: 10% off list Mark-up on any other part .34%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-112

Title: HVAC OEM Service Agreement:
Daikin

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 285,683.31

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 checked="" type="checkbox"/> None |
|-------------------------|------------------------|--|---|--|
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for all Daikin Applied air conditioning products for Florida. This contract provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 39 chillers throughout the district.

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

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

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

Contractor Name: Daikin Applied Americas, Inc.
Address: 1911 US Hwy 301 North, suite 300
Tampa, FL 33619
Contact: Thomas Mayhew
Phone: 813-621-8440
Email: thomas.mayhew@daikinapplied.com
Vendor ID: 31793

DAIKIN APPLIED (V-31793)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | Price totals |
|--|---------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 227,711.88 |
| Annual Coil Cleaning | 37,554.27 |
| Annual Cooling Tower Cleaning | 20,417.16 |
| Total Units = 39 | 285,683.31 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-113

Title: HVAC OEM Service Agreement: JCI

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 622,271.00

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 checked="" type="checkbox"/> None |
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized provider of equipment and service for all York commercial products in the Southwest area of Florida. This contract provides OEM maintenance services including labor, coil and cooling tower cleaning, parts, emergency services, and quarterly inspections on 68 chillers throughout the district.

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

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

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

Contractor Name: Johnson Controls, Inc.
Address: 3802 Sugar Palm Dr
Tampa, FL 33619
Contact: John Frost
Phone: 813-439-9132
Email: john.dylan.frost@jci.com
Vendor ID: 1219

JOHNSON CONTROLS, INC. (v-1219)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative maintenance inspections on chillers.

| Description of service | Price per unit | Price Extension |
|--|-----------------------|------------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 8410.00 | 454,140.00 |
| Coils | 1058.00 | 45,494.00 |
| Tubes | 1809.00 | 30,753.00 |
| Annual Cooling Tower Cleaning | 7068.00 | 91,884.00 |
| Total units = 68 | | 622,271.00 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-114

Title: HVAC OEM Service Agreement:
Trane

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 741,224.24

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 checked="" type="checkbox"/> None |
|-------------------------|------------------------|--|---|--|
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for all Trane air conditioning products for Florida. Trane US, Inc. provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on 81 chillers throughout the district.

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

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

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

Contractor Name: Trane U.S. Inc.
Address: 902 North Himes Avenue
Tampa, FL 33609
Contact: Jessica York
Phone: 813-877-8251 ext. 1256
Email: jessica.york@trane.com
Vendor ID: 22980

TRANE US INC. (V-22980)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | # of units | Price per unit | Price Extension |
|--|-------------------|-----------------------|------------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 68 | 9457.68 | 643,122.24 |
| Annual Coil Cleaning | 14 | 4,158.00 | 58,212.00 |
| Annual Cooling Tower Cleaning | 40 | 997.25 | 39,890.00 |
| Total Units = 81 | | | 741,224.24 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-131

Title: Edmentum Courseware HS & MS
Program 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: 7/1/25 thru 6/30/28

☐ N/A - One Time Purchase

Contract Value: \$ 902,229.00

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

This contract provides Edmentum Courseware program licenses to assist in high school graduation requirements, including core coursework, credit recovery, CTE library and electives. It is also used for similar purposes in middle school and adult education.

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

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

Requested By: Michelle Topping **Buyer:** Barbara Molfetta
Title: Director, Educational Alternative Services Purchasing Analyst

Contractor Name: Edmentum Inc
Address: PO Box 776725
Chicago, IL 60677
Phone: 800-419-3191
Email: orders@edmentum.com
Vendor ID: V-30905

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of August 19, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and EDMENTUM, 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, 2028. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
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 \$902,229.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding. The following terms shall govern payments:
 - a) Payments will be made as outlined in Attachment A.
 - b) Contractor will submit invoices within 30 days per Payment Due Date identified on Attachment A.
 - 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, will 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 from Contractor.
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 directly 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 reasonably requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least ninety (90) days written notice following the completion of the first year of service.
 - 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 prorated subscription price to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: [RESERVED]
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.
15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact: Laurel Beach, Instructional Services Partnership Manager
P. O. Box 776725
Chicago, IL 60677-6725
- Board Project Contact: Michelle Topping, Director, Educational Alternative Services
P.O. Box 2942
Largo, FL 33779-2942
- Board Administrative Contact: Stephanie Long, Chief Student Support Officer
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement have not been expended to the Contractor 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.
 - 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: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

Ruth Godall

EDMENTUM, INC.

By: Jamie Candee
Jamie Candee, President/CEO

Date: 8/6/2025

Approved as to Form:

David Kosman
Office of School Board Attorney

PROJECT REFERENCE: (Insert name of grant project associated with this Agreement)

FUNDING SOURCE: (Insert funding source that will pay for this Agreement)

Attachment A



Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

Customer and Billing Address

Customer No.: 236652
Customer Name: Pinellas Co School District
Billing Address: PO Box 2942
Largo, FL 33779

Products and Services

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2025 | 06/30/2026 | 12 |
| Customer Success Services | 1 | 07/01/2025 | 06/30/2026 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2026 | 06/30/2027 | 12 |
| Customer Success Services | 1 | 07/01/2026 | 06/30/2027 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2027 | 06/30/2028 | 12 |

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

| | | | | |
|---|------|------------|------------|----|
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2027 | 06/30/2028 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2027 | 06/30/2028 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2027 | 06/30/2028 | 12 |
| Customer Success Services | 1 | 07/01/2027 | 06/30/2028 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Total US Funds: \$902,229.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Invoicing and Payment Terms

The full amount of your Order will be invoiced on the Effective Date or in accordance with the payment schedule shown below, if any.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

| Payment Due Date | Amount |
|------------------|--------------|
| 07/15/2025 | \$300,743.00 |
| 07/15/2026 | \$300,743.00 |
| 07/15/2027 | \$300,743.00 |

Terms and Conditions

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: Michelle

Last Name: Topping

Email Address: toppingt@pcsb.org

Customer Signature

Name (Printed or Typed)

Donnika Jones

Title

Chief Academic Officer

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Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-125

Title: Imagine Learning Math 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: 8/1/25 thru 7/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 53,550.00

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

Imagine Math Learning is a supplemental program for Algebra 1 Credit Recovery grade (forgiveness). This purchase is a renewal request.

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: Tara Fowler **Buyer:** Barbara Molfetta
Title: 9-12 Math Specialist Purchasing Analyst

Contractor Name: Imagine Learning LLC
Address: 8860 E Chaparral Road
Suite 100
Scottsdale, AZ 85250
Phone: 480-463-2976
Email: ar@imaginelearning.com
Vendor ID: V-41237

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19 day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and IMAGINE LEARNING 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 August 1, 2025, and end July 31, 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 \$53,550.00 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 directly 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. 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.
 - B. Amount Payable Upon Termination: In case of termination, only the percent of service actually delivered through the effective 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 directly pertinent 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 third-party suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, reasonable 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.
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 within 72 hours and cooperate with the Board to notify 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 third party claims, damages, or other harm directly 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.

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

Contractor Contact:

Nicole Sowards, Account Executive
nicole.sowards@imaginelearning.com
Imagine Learning LLC
100 S. Mill Ave Suite 1700
Tempe, AZ 85281
Notice Copy To: Legal Department
Email: Legal@imaginelearning.com

Board Project Contact:

Tara Fowler, 9-12 Math Specialist
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:

Tara Fowler, 9-12 Math Specialist
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.

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: _____

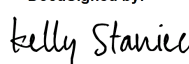
Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

DocuSigned by:

7270B9EC6B664AD...

IMAGINE LEARNING LLC

DocuSigned by:

By: _____
31FD8C1CC5A349E...
Kelly Staniec, Vice President Corporate Controller

Date: July 30, 2025

Approved as to Form:


Office of School Board Attorney

FUNDING SOURCE: Operating Dollars



Attachment A

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 7/22/2025
Quote No. Q-123570
Acct. No. 12217213
Total 53,550.00
Pricing Expires 08/27/2025

School Board of Pinellas County
P.O. Box 2942
Largo FL 33779
United States

| Payment Term | Contract Start | Contract End |
|--------------|----------------|--------------|
| Net 30 | 8/1/2025 | 7/31/2026 |

| Site | Description | End Date | Qty |
|-------------------------|---------------------------------|------------|-------|
| Pinellas County Schools | | | |
| | Imagine Math Reusable License | 07/31/2026 | 2,200 |
| | PL - CW/Supp/SS Virtual Session | 07/31/2026 | 1 |

Subtotal 53,550.00
Tax Total 0.00
Total 53,550.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to the attached Agreement between Imagine Learning LLC and the School Board of Pinellas County ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

School Board of Pinellas
County

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Nicole Sowards
Account Executive -
nicole.sowards@imaginelearning.com
imaginelearning.com

Certificate Of Completion

Envelope Id: 477D6198-9960-43B6-B083-B8C761004B9B

Status: Completed

Subject: Complete with Docusign: Agreement [Revised] (1).pdf

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jill A Kaestner

AutoNav: Enabled

100 S. Mill Ave

Envelopeld Stamping: Enabled

Unit 1700

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tempe, AZ 85281

jill.kaestner@imaginelearning.com

IP Address: 64.158.134.74

Record Tracking

Status: Original

Holder: Jill A Kaestner

Location: DocuSign

7/30/2025 11:15:32 AM

jill.kaestner@imaginelearning.com

Signer Events

Kelly Staniec

kelly.staniec@imaginelearning.com

Vice President, Controller

Imagine Learning LLC

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Kelly Staniec
31FDBC1CC5A349E...

Signature Adoption: Pre-selected Style

Using IP Address: 64.158.134.74

Timestamp

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Viewed: 7/30/2025 11:28:41 AM

Signed: 7/30/2025 11:28:51 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jill A Kaestner

jill.kaestner@imaginelearning.com

Imagine Learning

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jill A Kaestner
7270B5EC6B664AD...

Signature Adoption: Pre-selected Style

Using IP Address: 24.56.63.101

Sent: 7/30/2025 11:28:52 AM

Viewed: 7/30/2025 1:31:31 PM

Signed: 7/30/2025 1:31:51 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Contracts

Contracts@Imaginelearning.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/30/2025 1:31:52 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Carbon Copy Events | Status | Timestamp |
|--|------------------|----------------------------|
| Privacy Privacy@Weldnorthed.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/30/2025 1:31:53 PM |
| Bids bids@imaginelearning.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/30/2025 1:31:54 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 7/30/2025 11:19:25 AM |
| Certified Delivered | Security Checked | 7/30/2025 1:31:31 PM |
| Signing Complete | Security Checked | 7/30/2025 1:31:51 PM |
| Completed | Security Checked | 7/30/2025 1:31:54 PM |
| Payment Events | Status | Timestamps |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-920-126

Title: CDW-G/Samsara GPS 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: 08/01/25 – 07/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 131,067.00

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

Utilizing Omnia contract 2024056-01, this emergency purchase is to renew the GPS platform which is a necessity to ensure uninterrupted GPS coverage for district buses. This service ensures and maintains the safety and reliability of the transportation operations. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

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

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

Requested By: Tmark Hagewood **Buyer:** Tyler Marcum
Title: Director, Transportation Purchasing Analyst

Contractor Name: CDW Government
Address: 75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Phone: 877-663-8569
Email: mattant@cdw.com



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

BARBARA MOLFETTA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|--------------|
| PKWR992 | 5/7/2025 | SAMSARA YEAR 1 | 6088309 | \$131,067.00 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|--------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| SAMSARA VG LIC | 450 | 7910095 | \$291.26 | \$131,067.00 |
| Mfg. Part#: LIC-VG-ENT-2 | | | | |
| Year 1 | | | | |
| Electronic distribution - NO MEDIA | | | | |
| Contract: OMNIA Mesa 2024056-01 - K12 (2024056-01) | | | | |

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

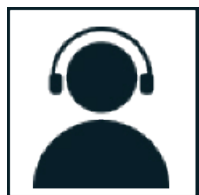
| | | |
|------------------------|--|--------------|
| SUBTOTAL | | \$131,067.00 |
| SHIPPING | | \$0.00 |
| SALES TAX | | \$0.00 |
| GRAND TOTAL | | \$131,067.00 |
| PURCHASER BILLING INFO | | DELIVER TO |

Billing Address:
SCHOOL BOARD OF PINELLAS COUNTY
ACCTS PAYABLE
PO BOX 2942
LARGO, FL 33779-2942
Phone: (727) 588-6000
Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:
PINELLAS COUNTY SCH BOARD
HAGEWOOD
11111 BELCHER RD S
WALTER POWNALL SERVICE CNTR
LARGO, FL 33773-5210
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Matt Antonucci | (877) 663-8569 | mattant@cdwg.com

LEASE OPTIONS

| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
|--------------|------------------|--------------|------------------|
| \$131,067.00 | \$3,709.20/Month | \$131,067.00 | \$4,264.92/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-127

Title: Edia AI Platform Math Licenses, Integration, 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: 7/22/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 149,962.20

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

Edia AI is a secure, comprehensive platform for use by educators and students to increase mathematical academic outcomes. This is a grant-funded expansion supporting the Ready, Set Algebra project.

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: Donnika M. Jones **Buyer:** Barbara Molfetta
Title: Chief Academic Officer Purchasing Analyst

Contractor Name: Edia Learning Inc
Address: 220 E. 63rd Street #7C
New York, NY 10065
Phone: 407-920-4499
Email: andy@edia.app
Vendor ID: V-44924

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and EDIA LEARNING, 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 22, 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 \$149,962.20 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.

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

Contractor Contact:

Signed by:

978DF454E3B840C...


Andy Graham, Regional Director
Edia Learning, INC
220 E 63rd Street #7C
New York, NY 10065

Brandon Cohan
SVP, Customer Success &
Operations
Edia Learning, Inc.

Board Project Contact:


Donnika M. Jones, Chief Academic Officer
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:


Donnika M. Jones, Chief Academic Officer
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.

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:

EDIA LEARNING, INC

Signed by:

By: _____
978DF454E3B840C...
Andy Graham, Regional Director
8/1/2025
Date: _____

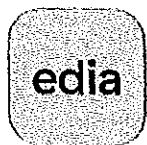
Brandon Cohan
SVP, Customer Success &
Operations
Edia Learning, Inc.

Approved as to Form:



Office of School Board Attorney

FUNDING SOURCE: Raymond James Ready for School Math Grant



ATTACHMENT A

Edia Learning, Inc.
690 Long Bridge Street, #542
San Francisco, CA 94158

Quote - Deployment for School Year 2025-2026

School or District Name: Pinellas County Schools

Billing Email:

Contact Name: Donnika Jones

Contact Email: jonesdon@pcsb.org

Start Date: 7/22/2025

End Date: 6/30/2026

Payment Terms: Net 30

Quote Expiration: 8/14/2025

2025-2026 Year

License Quote

| Name | Quantity | Sales Price | Total Price |
|-------------------------------------|----------|-------------|--------------|
| Math | 7,180 | \$18.79 | \$134,912.20 |
| LMS Integration | 1 | \$500.00 | \$500.00 |
| Rosterling Integration (per campus) | 45 | \$150.00 | \$6,750.00 |

Licenses Subtotal: \$142,162.20

Professional Services

| Name | Recommended | Quantity | Cost |
|---------------------------------|-----------------------|--------------------|------------|
| Monthly Check-Ins | 8 sessions/year | ½ hour per session | \$600.00 |
| Office Hours | 10 sessions/year | ½ hour per session | \$750.00 |
| Virtual Admin PD | 8 trainings/district | 1 district | \$1,200.00 |
| District Executive Team Reviews | 3 sessions/year | 1 hour per session | \$450.00 |
| In-Person PD | 1 day/district | 1 | \$3,000.00 |
| Customer Success Manager | | 1 | \$0.00 |
| Teacher PD (Virtual) | 12 trainings/district | 1 district | \$1,800.00 |

Services Subtotal: \$7,800.00

Annual Total: \$149,962.20

Standard rate of \$150/hour applies to Professional Services line items.

By signing this quote, the School District agrees to all terms included in Edia's Software Services Agreement. The School District agrees to issue a PO within 14 business days. Edia will issue an invoice upon receipt of PO (if required to invoice). If you have other finance-related questions, please email finance@edia.app.

☐ Agree to the Edia Master Subscription Agreement

☒ PO Required (Y/N)

Edia Learning, Inc.

Pinellas County Schools

8/1/2025

7/29/25

Date

Date

Signed by:

Brandon Cohan

978DF454E3B840C...

Signature

Donnika Jones

Signature

Brandon Cohan

Donnika Jones

Name

Name

SVP, Customer Success & Operations

Chief Academic Officer

Title

Title

Approved As To Form:

Quint K. ...

School Board Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 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

| | | | | |
|-------------------------|------------------------|--|--|--|
| Renewal Options: | 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 is an online platform used for Advanced Studies AP classes. This platform provides supplemental support for high school students for Florida Assessment of Student Thinking, PSAT, SAT and ACT preparation. This purchase is a renewal request.

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.
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:

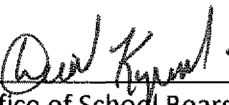


LEARN BY DOING, INC.

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: **August 19, 2025**

Contract No: 25-CD-057

Title: Sod, Pick-Up, Delivery & Install

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: 8/19/2025 thru 8/18/2026 ☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

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 checked="" type="checkbox"/> Length of Each Term | <input type="checkbox"/> None |
|------------------------|--|---|-------------------------------|
| 2 | 6-months | 1 - year | |

Rationale/Reason: This contract secures firm pricing for the delivery and installation of various sod varieties throughout the district.

Bidders Solicited: 565 Bids Received: 4 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

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

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

Sunbelt Sod & Grading Co. and TCC Enterprise, Inc.

This bid will provide firm unit pricing as requested below and include all supervision, personnel, supplies, equipment, vehicles etc., to provide services as requested to facilities county wide. All fees, charges and expenses of any kind shall be included in the pricing.

| | | | | SUNBELT SOD & GRADING CO. | | TCC Enterprise Inc | |
|--|-------------------------------------|----------------------|-----------------|---------------------------|------------------|--------------------|------------------|
| Line Item | Description | Total Sq. Ft./Pallet | Unit of Measure | Price per Sq.Ft. | Price per pallet | Price per Sq.Ft. | Price per pallet |
| Description Delivery, 1-2 days, Group 1: Pick-up at Vendor's Location | | | | | | | |
| 1 | Argentine Bahia | 400 | Sq. Ft. | No Bid | No Bid | \$1.05 | \$420.00 |
| 2 | Paspalum Bahia | 400 | Sq. Ft. | No Bid | No Bid | \$1.05 | \$420.00 |
| 3 | Bermuda 419 Tifway | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 4 | Bermuda Tifdwarf | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 5 | St. Augustine "Seville" | 400 | Sq. Ft. | No Bid | No Bid | \$1.10 | \$440.00 |
| 6 | St. Augustine, Bitter Blue | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 7 | St. Augustine, Floratam, muck grown | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 8 | St. Augustine, Floratam, sand grown | 400 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$460.00 |
| 9 | Zoysa | 500 | Sq. Ft. | No Bid | No Bid | \$1.25 | \$625.00 |
| Delivery 2 Days, Group 2: Delivery Only | | | | | | | |
| 10 | Argentine Bahia | 400 | Sq. Ft. | \$.30 | \$120.00 | \$1.05 | \$420.00 |
| 11 | Paspalum Bahia | 400 | Sq. Ft. | \$.30 | \$120.00 | \$1.05 | \$420.00 |
| 12 | Bermuda 419 Tifway | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 13 | Bermuda Tifdwarf | 500 | Sq. Ft. | No Bid | No Bid | \$1.15 | \$575.00 |
| 14 | St. Augustine, Floratam, muck grown | 500 | Sq. Ft. | \$.60 | \$300.00 | \$1.15 | \$575.00 |
| 15 | St. Augustine, Floratam, sand grown | 500 | Sq. Ft. | \$.60 | \$300.00 | \$1.15 | \$575.00 |
| 16 | Zoysa | 500 | Sq. Ft. | \$.70 | \$350.00 | \$1.25 | \$625.00 |

| | | | | | | | |
|--|---|-----|---------|--------|----------|--------|----------|
| Group 3 : Delivered, Installed and Rolled | | | | | | | |
| 17 | Argentine Bahia | 400 | Sq. Ft. | \$.90 | \$360.00 | \$1.05 | \$420.00 |
| 18 | Paspalum Bahia | 400 | Sq. Ft. | \$.90 | \$360.00 | \$1.05 | \$420.00 |
| 19 | Bermuda 419 Tifway Big Roll | 300 | Sq. Ft. | No Bid | No Bid | \$1.25 | \$375.00 |
| 20 | Bermuda Celebration Big Roll | 300 | Sq. Ft. | \$1.15 | \$345.00 | \$1.25 | \$375.00 |
| 21 | Bermuda Tiff Tuff Big Roll | 300 | Sq. Ft. | \$1.10 | \$330.00 | \$1.25 | \$375.00 |
| 22 | St. Augustine "Seville" | 300 | Sq. Ft. | \$1.25 | \$375.00 | \$1.15 | \$345.00 |
| 23 | St. Augustine, Bitter Blue | 500 | Sq. Ft. | \$1.00 | \$500.00 | \$1.20 | \$600.00 |
| 24 | St. Augustine, Floritam, muck grown | 500 | Sq. Ft. | \$.94 | \$470.00 | \$1.20 | \$600.00 |
| 25 | St. Augustine, Floritam, sand grown | 400 | Sq. Ft. | \$.94 | \$376.00 | \$1.20 | \$480.00 |
| 26 | Zoysa | 500 | Sq. Ft. | \$1.00 | \$500.00 | \$1.20 | \$600.00 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-CD-058

Title: Roofing Repairs 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: 8/23/2025 thru 8/22/2026 ☐ N/A - One Time Purchase

Contract Value: \$ 1,500,000.00

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 type="checkbox"/> None |
|---------------------------|---|---|-------------------------------|
| 1 | 6-months | 2 - year | |

Rationale/Reason: This contract secures pricing for roofing repairs and services throughout the district.

Bidders Solicited: 1025 Bids Received: 11 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

| | | | | Gulf States | PRS, Inc. | RYCARS | TarHeel Roofing |
|----------------------------|--|-----|-----------------|-------------|-----------|-----------|-----------------|
| Line Item | Description | Qty | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| Labor Normal Hours | | | | | | | |
| 1 | Roofer | 1 | Hourly Rate | \$75.00 | \$50.00 | \$60.00 | \$65.00 |
| 2 | Helper | 1 | Hourly Rate | \$60.00 | \$50.00 | \$45.00 | \$65.00 |
| Labor Outside Normal Hours | | | | | | | |
| 4 | Roofer | 1 | Hourly Rate | \$95.00 | \$50.00 | \$90.00 | \$97.50 |
| 5 | Helper | 1 | Hourly Rate | \$80.00 | \$50.00 | \$67.50 | \$97.50 |
| | | | | | | | |
| | | | | | | | |
| | | | | Gulf States | PRS, Inc. | RYCARS | TarHeel Roofing |
| Line Item | Description | Qty | Unit of Measure | Unit Cost | Unit Cost | Unit Cost | Unit Cost |
| 1 | Drain retrofit installation | 1 | each | \$ 800.00 | \$ 299.00 | \$ 350.00 | \$ 610.00 |
| 2 | Fix 10ft strip in/on drip edge surface coming up | 1 | (10) Sq. Ft. | \$ 55.00 | \$ 90.00 | \$ 150.00 | \$ 18.00 |
| 3 | Damage or puncture in field of roof | 1 | (5) L. F. | \$ 95.00 | \$ 20.00 | \$ 150.00 | \$ 26.00 |
| 4 | Deteriorated metal coping | 1 | (10) Sq. Ft. | \$ 40.00 | \$ 25.00 | \$ 200.00 | \$ 41.70 |
| 5 | Install patch, asphalt membrane, mastic and granules | 1 | (20) Sq. Ft. | \$ 40.00 | \$ 260.00 | \$ 300.00 | \$ 19.70 |
| 6 | Open outside corner at base flashing | 1 | (2) Sq. Ft. | \$ 260.00 | \$ 12.00 | \$ 150.00 | \$ 134.50 |

| | | | | | | | |
|------------------|--------------------------------|------------|-------------------------------------|------------------|----------------------------|------------------------|-----------|
| 7 | Replace lead flashing in drain | 1 | (4) Sq. Ft. | \$ 220.00 | \$ 120.00 | \$ 250.00 | \$ 218.25 |
| | | | | | | | |
| | | | | | | | |
| Table 3 | | | Gulf States Industries, Inc. | PRS, Inc. | RYCARS Construction | TarHeel Roofing | |
| Line Item | Description | UOM | Percent | Percent | Percent | Percent | |
| 1 | % of markup on materials | each | 0.0% | 10.0% | 15.0% | 25.0% | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-124

Title: Thor-Guard Lightening Prediction System Preplacement

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:

☐ N/A - One Time Purchase

Contract Value: \$ 499,999.90

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 type="checkbox"/> None |
| | | 6-months | year | |

Rationale/Reason: Our current system is no longer repairable and most of the components have become obsolete.

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: Jerry Reynolds **Buyer:** Christina DiLeonardo -Rowan
Title: General Manager Facilities & Operations

Contractor Name: THOR GUARD INC
Address: 1193 SAWGRASS CORPORATE PKWY
SUNRISE, FL 33323-2847

Phone: 954- 835 -0900
Email: MARIANNE@THORGUARD.COM
Vendor ID: V-35795



Integrated Lightning Prediction and Warning Systems

| | | |
|--|--|--|
| | | Quotation Totals |
| Date: | | July 30, 2025 |
| Prepared by Hunter Ross for : | | Pinellas County Schools |
| | | Jerry Reynolds |
| | | <u>All New Equipment Upgrade Cost</u> |
| <u>Location</u> | | |
| <u>Boca Ciega High School</u> | | \$30,052.15 |
| <u>Clearwater High School</u> | | \$30,052.15 |
| <u>Countryside High School</u> | | \$30,052.15 |
| <u>Hollins High School</u> | | \$30,052.15 |
| <u>Dunedin High School</u> | | \$30,052.15 |
| <u>East Lake High School</u> | | \$30,052.15 |
| <u>Gibbs High School</u> | | \$30,052.15 |
| <u>Lakewood High School</u> | | \$30,052.15 |
| <u>Largo High School</u> | | \$30,052.15 |
| <u>Northeast High School</u> | | \$36,440.65 |
| <u>Osceola High School</u> | | \$30,052.15 |
| <u>Palm Harbor University High School</u> | | \$36,440.65 |
| <u>Pinellas Park High School</u> | | \$30,052.15 |
| <u>Seminole High School</u> | | \$30,052.15 |
| <u>St. Petersburg High School</u> | | \$30,052.15 |
| <u>Tarpon Springs High School</u> | | \$36,440.65 |
| <u>Total</u> | | <u>\$499,999.90</u> |
| Includes Software Upgrade & Data Management Fees for: <u>8/30/2025 - 1/1/2027</u> | | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-393-122

Title: After School Menu Purchase

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:

☒ N/A - One Time Purchase

Contract Value: \$ 64,402.80

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 6-months | <input type="checkbox"/> Length of Each Term - year | <input checked="" type="checkbox"/> None |
|------------------------|--|--|--|

Rationale/Reason

One-time Emergency purchase for the Districts after school supper program. The Food & Nutrition Department will no longer staff the supper program in schools to reduce labor burden and improve operational efficiency. To continue providing nourishment for our students in after school programs, we have secured pre-packaged high-quality sandwiches. Our mainline distributor is in the process of bringing these new items in to accommodate the menu/operational changes, however, they are unable to secure them for the August 11th start of service date. The vendor of the sandwiches can provide a one-time direct shipment to fill the gap. This one-time purchase will cover the first two weeks of the menu, and our mainline distributor will take over from there. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

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

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

Requested By: Dustin Walker **Buyer:** Jena Grage
Title: Director, Food & Nutrition Department

Recommended award by vendor as follows: (see attached)

TASTY BRANDS, LLC (v-30148)

| Qty. | Description | Item No. | UOM | Unit Price | Total |
|---------------------|---|-----------------|------------|-------------------|--------------------|
| 240 | Commodity Processed Rotisserie Chicken & Mozzarella Brioche Sandwich, WG (IW) | 74018 | Case | \$77.23 | \$18,535.20 |
| 120 | Commodity Processed Chicken, Turkey Pepperoni & Cheese Sub Sandwich, WG (IW) | 70015 | Case | 76.21 | 9,145.20 |
| 240 | Commodity Processed Black Forest Ham & Cheddar Brioche Sandwich, WG (IW) | 70076 | Case | 76.70 | 18,408.00 |
| 240 | Commodity Processed Turkey & 2 Cheese Wrap Sandwich, WG (IW) | 70002 | Case | 76.31 | 18,314.40 |
| Grand Total: | | | | | \$64,402.80 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-111

Title: HVAC OEM Service Agreement:
Carrier

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 *
☐ RFQu

Contract Period: 8/19/25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 608,513.00

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 |
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for Carrier products. Carrier Florida to provide OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on one hundred-nine (109) chillers throughout the district.

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

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

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

Contractor Name: Carrier Florida
Address: 3104 Cherry Palm Dr.
Tampa, FL 33619
Contact: Chad Snyder
Phone: 813-310-3452
Email: chad.synder@carrier.com
Vendor ID: 2612

CARRIER FLORIDA (V-2612)

Provide full-service OEM maintenance service agreement to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | Price per unit |
|---|-----------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year (air cooled) | 7815.00 |
| Refrigerant Monitoring Service | 1556.00 |
| Annual Cooling Tower Cleaning (water Cooled) | 6748.00 |
| Preventative Maintenance only | 2348.00 |
| Coil Cleaning only | 868.00 |
| Total Units = 109 | |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-112

Title: HVAC OEM Service Agreement:
Daikin

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 285,683.31

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 checked="" type="checkbox"/> None |
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for all Daikin Applied air conditioning products for Florida. This contract provides OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on thirty-nine (39) chillers throughout the district.

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

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

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

Contractor Name: Daikin Applied Americas, Inc.
Address: 1911 US Hwy 301 North, suite 300
Tampa, FL 33619
Contact: Thomas Mayhew
Phone: 813-621-8440
Email: thomas.mayhew@daikinapplied.com
Vendor ID: 31793

DAIKIN APPLIED (V-31793)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | Price totals |
|--|---------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 227,711.88 |
| Annual Coil Cleaning | 37,554.27 |
| Annual Cooling Tower Cleaning | 20,417.16 |
| Total Units = 39 | 285,683.31 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-113

Title: HVAC OEM Service Agreement: JCI

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 622,271.00

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 checked="" type="checkbox"/> None |
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized provider of equipment and service for all York commercial products in the Southwest area of Florida. This contract provides OEM maintenance services including labor, coil and cooling tower cleaning, parts, emergency services, and quarterly inspections on sixty- eight (68) chillers throughout the district.

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

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

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

Contractor Name: Johnson Controls, Inc.
Address: 3802 Sugar Palm Dr
Tampa, FL 33619
Contact: John Frost
Phone: 813-439-9132
Email: john.dylan.frost@jci.com
Vendor ID: 1219

JOHNSON CONTROLS, INC. (v-1219)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative maintenance inspections on chillers.

| Description of service | Price per unit | Price Extension |
|--|-----------------------|------------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 8410.00 | 454,140.00 |
| Coils | 1058.00 | 45,494.00 |
| Tubes | 1809.00 | 30,753.00 |
| Annual Cooling Tower Cleaning | 7068.00 | 91,884.00 |
| Total units = 68 | | 622,271.00 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-114

Title: HVAC OEM Service Agreement:
Trane

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 *
☐ RFQu

Contract Period: 8/19//25 thru 8/18/26

☐ N/A - One Time Purchase

Contract Value: \$ 741,224.24

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 checked="" type="checkbox"/> None |
|-------------------------|---------------------------|---|--|--|
| | | 6-months | 1 - year | |

Rationale/Reason

This vendor is the only factory authorized service center for all Trane air conditioning products for Florida. Trane US, Inc. will provide OEM maintenance services including labor, parts, coil and cooling tower cleaning, emergency services, and quarterly inspections on eighty-one (81) chillers throughout the district.

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

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

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

Contractor Name: Trane U.S. Inc.
Address: 902 North Himes Avenue
Tampa, FL 33609
Contact: Jessica York
Phone: 813-877-8251 ext. 1256
Email: jessica.york@trane.com
Vendor ID: 22980

TRANE US INC. (V-22980)

Provide full-service OEM maintenance service agreements to include labor and parts, emergency and routine repairs and upgrades on an as needed basis. Agreements also include annual preventative inspections on chillers.

| Description of service | # of units | Price per unit | Price Extension |
|--|-------------------|-----------------------|------------------------|
| Parts, Labor, Service Calls, Three Quarterly inspections, One Shut Down per year | 68 | 9457.68 | 643,122.24 |
| Annual Coil Cleaning | 14 | 4,158.00 | 58,212.00 |
| Annual Cooling Tower Cleaning | 40 | 997.25 | 39,890.00 |
| Total Units = 81 | | | 741,224.24 |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-936-121

Title: HVAC OEM Service Agreement:
Various

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: 08/19/25 thru 08/18/26 ☐ N/A - One Time Purchase

Contract Value: \$ 295,000.00

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 checked="" type="checkbox"/> Length of Each Term | <input checked="" type="checkbox"/> None |
|------------------------|--|---|--|
| | 6-months | 1 - year | |

Rationale/Reason

This OEM service agreement covers parts, labor, and service calls for work to be done outside the full maintenance agreement on all chillers throughout the district.

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

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

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

Provide all labor, parts and materials to perform routine and emergency repairs and upgrades on an *as needed basis*, district wide, per agreements.

1. CARRIER FLORIDA (V-2612)

- ESTIMATED ANNUAL TOTAL: \$ 50,000.00**

Labor Rates

Hourly Rates

Regular Time \$190.00/man hour
Overtime \$285.000/man hour
Sundays/Holidays \$380.00/man hour

List Price Parts Discount Multiplier: **.90**

2. JOHNSON CONTROLS, INC. (V-1219)

- ESTIMATED ANNUAL TOTAL: \$ 100,000.00

| <u>Labor Rates</u> | <u>Regular Time Labor</u> | <u>Overtime Labor</u> | <u>Double Time/Holidays Labor</u> |
|--------------------------|---------------------------|-----------------------|-----------------------------------|
| Chiller Mechanic | \$177.00/man hour | \$266.00/per man hour | \$354.00/per man hour |
| HVAC/ General Mechanical | \$142.00/man hour | \$213.00/per man hour | \$284.00/per man hour |
| Controls Technician | \$230.00/man hour | \$345.00/per man hour | \$460.00/per man hour |

List Price Parts Discount Multiplier: Cost multiplied by 1.40

Sub-Contractor: Cost multiplied by 1.30 mark-up

Zone charge: \$95.00 flat fee

3. TRANE US, INC (V-22980)

- ESTIMATED ANNUAL TOTAL: \$ 95,000.00

| <u>Labor Rates</u> | <u>Mechanical</u> | <u>Building Automation System Service</u> |
|--------------------|--------------------|---|
| Regular Time | \$ 220.00/man hour | \$228.00 /man hour |
| Overtime | \$330.00/man hour | \$342.00/ man hour |
| Holidays | \$440.00/man hour | \$456.00/man hour |

List Price Parts Discount Multiplier: 1.5

4. DAIKIN APPLIED (V-31793)

- ESTIMATED ANNUAL TOTAL: \$ 50,000.00

Labor Rates

| | |
|--------------|-------------------|
| Regular Time | \$216.00/man hour |
| Overtime | \$324.00/man hour |
| Holidays | \$432.00/man hour |

List Price Parts Discount: 10% off list Mark-up on any other part .34%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-125

Title: Imagine Learning Math 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: 8/1/25 thru 7/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 53,550.00

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

We utilize the Imagine Math Learning supplemental program for Algebra 1 Credit Recovery. We create a specific pathway for our students who have either failed Algebra 1 or Algebra 1A or have a D in either course for a course recovery grade (forgiveness). So that they are able to get the passing grade for the course needed for graduation. We use this program throughout the school year for schools who offer Algebra 1 CR as a course elective during the school year, and we also use this program during Summer Bridge for the Algebra 1 Credit Recovery Course during the summer. It is part of the high school curriculum for these students.

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: Tara Fowler **Buyer:** Barbara Molfetta
Title: 9-12 Math Specialist Purchasing Analyst

Contractor Name: Imagine Learning LLC
Address: 8860 E Chaparral Road
Suite 100
Scottsdale, AZ 85250
Phone: 480-463-2976
Email: ar@imaginelearning.com
Vendor ID: V-41237

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19 day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and IMAGINE LEARNING 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 August 1, 2025, and end July 31, 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 \$53,550.00 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 directly 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. 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.
 - B. Amount Payable Upon Termination: In case of termination, only the percent of service actually delivered through the effective 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 directly pertinent 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 third-party suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, reasonable 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.
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 within 72 hours and cooperate with the Board to notify 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 third party claims, damages, or other harm directly 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.

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

Contractor Contact:

Nicole Sowards, Account Executive
nicole.sowards@imaginelearning.com
Imagine Learning LLC
100 S. Mill Ave Suite 1700
Tempe, AZ 85281
Notice Copy To: Legal Department
Email: Legal@imaginelearning.com

Board Project Contact:

Tara Fowler, 9-12 Math Specialist
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:

Tara Fowler, 9-12 Math Specialist
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

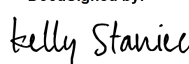
Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

DocuSigned by:

7270B9EC68664AD...

IMAGINE LEARNING LLC

DocuSigned by:

By: _____
31FD8C1CC5A349E...
Kelly Staniec, Vice President Corporate Controller

Date: July 30, 2025

Approved as to Form:


Office of School Board Attorney

FUNDING SOURCE: Operating Dollars



Attachment A

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

School Board of Pinellas County
P.O. Box 2942
Largo FL 33779
United States

Date 7/22/2025
Quote No. Q-123570
Acct. No. 12217213
Total 53,550.00
Pricing Expires 08/27/2025

| Payment Term | Contract Start | Contract End |
|--------------|----------------|--------------|
| Net 30 | 8/1/2025 | 7/31/2026 |

| Site | Description | End Date | Qty |
|-------------------------|---------------------------------|------------|-------|
| Pinellas County Schools | | | |
| | Imagine Math Reusable License | 07/31/2026 | 2,200 |
| | PL - CW/Supp/SS Virtual Session | 07/31/2026 | 1 |

Subtotal 53,550.00
Tax Total 0.00
Total 53,550.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to the attached Agreement between Imagine Learning LLC and the School Board of Pinellas County ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

School Board of Pinellas
County

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Nicole Sowards
Account Executive -
nicole.sowards@imaginelearning.com
imaginelearning.com

Certificate Of Completion

Envelope Id: 477D6198-9960-43B6-B083-B8C761004B9B

Status: Completed

Subject: Complete with Docusign: Agreement [Revised] (1).pdf

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jill A Kaestner

AutoNav: Enabled

100 S. Mill Ave

Envelopeld Stamping: Enabled

Unit 1700

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Tempe, AZ 85281

jill.kaestner@imaginelearning.com

IP Address: 64.158.134.74

Record Tracking

Status: Original

Holder: Jill A Kaestner

Location: DocuSign

7/30/2025 11:15:32 AM

jill.kaestner@imaginelearning.com

Signer Events

Kelly Staniec

kelly.staniec@imaginelearning.com

Vice President, Controller

Imagine Learning LLC

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Kelly Staniec
31FDBC1CC5A349E...

Signature Adoption: Pre-selected Style

Using IP Address: 64.158.134.74

Timestamp

Sent: 7/30/2025 11:19:25 AM

Viewed: 7/30/2025 11:28:41 AM

Signed: 7/30/2025 11:28:51 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jill A Kaestner

jill.kaestner@imaginelearning.com

Imagine Learning

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Jill A Kaestner
7270B5EC6B664AD...

Signature Adoption: Pre-selected Style

Using IP Address: 24.56.63.101

Sent: 7/30/2025 11:28:52 AM

Viewed: 7/30/2025 1:31:31 PM

Signed: 7/30/2025 1:31:51 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Contracts

Contracts@Imaginelearning.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/30/2025 1:31:52 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Carbon Copy Events | Status | Timestamp |
|--|------------------|----------------------------|
| Privacy Privacy@Weldnorthed.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/30/2025 1:31:53 PM |
| Bids bids@imaginelearning.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 7/30/2025 1:31:54 PM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 7/30/2025 11:19:25 AM |
| Certified Delivered | Security Checked | 7/30/2025 1:31:31 PM |
| Signing Complete | Security Checked | 7/30/2025 1:31:51 PM |
| Completed | Security Checked | 7/30/2025 1:31:54 PM |
| Payment Events | Status | Timestamps |

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-920-126

Title: CDW-G/Samsara GPS 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: 08/01/25 – 07/31/26

☐ N/A - One Time Purchase

Contract Value: \$ 131,067.00

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

Utilizing omnia contract from City of Mesa 2024056-01, this emergency purchase is to renew our GPS platform which is a necessity to ensure uninterrupted GPS coverage for district buses. This service will ensure and maintain the safety and reliability of our transportation operations.

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

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

Requested By: Tmark Hagewood **Buyer:** Tyler Marcum
Title: Director, Transportation Purchasing Analyst

Contractor Name: CDW Government
Address: 75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Phone: 877-663-8569
Email: mattant@cdw.com



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

BARBARA MOLFETTA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|---------------------|
| PKWR992 | 5/7/2025 | SAMSARA YEAR 1 | 6088309 | \$131,067.00 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|--------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| SAMSARA VG LIC | 450 | 7910095 | \$291.26 | \$131,067.00 |
| Mfg. Part#: LIC-VG-ENT-2 | | | | |
| Year 1 | | | | |
| Electronic distribution - NO MEDIA | | | | |
| Contract: OMNIA Mesa 2024056-01 - K12 (2024056-01) | | | | |

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

| | |
|--------------------|---------------------|
| SUBTOTAL | \$131,067.00 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$131,067.00 |

PURCHASER BILLING INFO

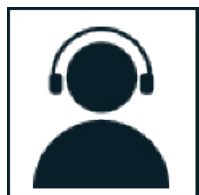
DELIVER TO

Billing Address:
SCHOOL BOARD OF PINELLAS COUNTY
ACCTS PAYABLE
PO BOX 2942
LARGO, FL 33779-2942
Phone: (727) 588-6000
Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:
PINELLAS COUNTY SCH BOARD
HAGEWOOD
11111 BELCHER RD S
WALTER POWNALL SERVICE CNTR
LARGO, FL 33773-5210
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Matt Antonucci | (877) 663-8569 | mattant@cdwg.com

LEASE OPTIONS

| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
|--------------|------------------|--------------|------------------|
| \$131,067.00 | \$3,709.20/Month | \$131,067.00 | \$4,264.92/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 2025**

Contract No: 25-208-127

Title: Edia AI Platform Math Licenses,
Integration, 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: 7/22/25 thru 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 149,962.20

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

Edia AI is a secure, comprehensive platform for use by educators and students to increase mathematical academic outcomes. This is a grant funded expansion supporting the Ready, Set Algebra project.

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: Donnika M. Jones **Buyer:** Barbara Molfetta
Title: Chief Academic Officer Purchasing Analyst

Contractor Name: Edia Learning Inc
Address: 220 E. 63rd Street #7C
New York, NY 10065
Phone: 407-920-4499
Email: andy@edia.app
Vendor ID: V-44924

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of August, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and EDIA LEARNING, 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 22, 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 \$149,962.20 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.

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

Contractor Contact:

Signed by:

978DF454E3B840C...


Andy Graham, Regional Director
Edia Learning, INC
220 E 63rd Street #7C
New York, NY 10065

Brandon Cohan
SVP, Customer Success &
Operations
Edia Learning, Inc.

Board Project Contact:


Donnika M. Jones, Chief Academic Officer
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:


Donnika M. Jones, Chief Academic Officer
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:

EDIA LEARNING, INC

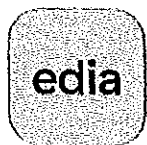
Signed by:

By: _____
978DF454E3B840C...
Andy Graham, Regional Director
8/1/2025
Date: _____

Brandon Cohan
SVP, Customer Success &
Operations
Edia Learning, Inc.

Approved as to Form:


Office of School Board Attorney

FUNDING SOURCE: Raymond James Ready for School Math Grant



ATTACHMENT A

Edia Learning, Inc.
690 Long Bridge Street, #542
San Francisco, CA 94158

Quote - Deployment for School Year 2025-2026

School or District Name: Pinellas County Schools

Billing Email:

Contact Name: Donnika Jones

Contact Email: jonesdon@pcsb.org

Start Date: 7/22/2025

End Date: 6/30/2026

Payment Terms: Net 30

Quote Expiration: 8/14/2025

2025-2026 Year

License Quote

| Name | Quantity | Sales Price | Total Price |
|-------------------------------------|----------|-------------|--------------|
| Math | 7,180 | \$18.79 | \$134,912.20 |
| LMS Integration | 1 | \$500.00 | \$500.00 |
| Rosterling Integration (per campus) | 45 | \$150.00 | \$6,750.00 |

Licenses Subtotal: \$142,162.20

Professional Services

| Name | Recommended | Quantity | Cost |
|---------------------------------|-----------------------|--------------------|------------|
| Monthly Check-Ins | 8 sessions/year | ½ hour per session | \$600.00 |
| Office Hours | 10 sessions/year | ½ hour per session | \$750.00 |
| Virtual Admin PD | 8 trainings/district | 1 district | \$1,200.00 |
| District Executive Team Reviews | 3 sessions/year | 1 hour per session | \$450.00 |
| In-Person PD | 1 day/district | 1 | \$3,000.00 |
| Customer Success Manager | | 1 | \$0.00 |
| Teacher PD (Virtual) | 12 trainings/district | 1 district | \$1,800.00 |

Services Subtotal: \$7,800.00

Annual Total: \$149,962.20

Standard rate of \$150/hour applies to Professional Services line items.

By signing this quote, the School District agrees to all terms included in Edia's Software Services Agreement. The School District agrees to issue a PO within 14 business days. Edia will issue an invoice upon receipt of PO (if required to invoice). If you have other finance-related questions, please email finance@edia.app.

☐ Agree to the Edia Master Subscription Agreement

☒ PO Required (Y/N)

Edia Learning, Inc.

Pinellas County Schools

8/1/2025

Date

Signed by:

Brandon Cohan

978DF454E3B840C...

Signature

Brandon Cohan

Name

SVP, Customer Success & Operations

Title

Date

7/29/25

Signature

Donnika Jones

Name

Chief Academic Officer

Title

Approved As To Form:

Quint K. Brown

School Board Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **August 19, 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

| | | | | |
|-------------------------|------------------------|--|--|--|
| Renewal Options: | 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.
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.

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:

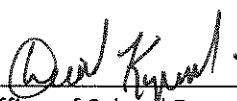


LEARN BY DOING, INC.

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: **August 19, 2025**

Contract No: 25-208-131

Title: Edmentum Courseware HS & MS
Program 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: 7/1/25 thru 6/30/28

☐ N/A - One Time Purchase

Contract Value: \$ 902,229.00

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

Edmentum Courseware program licenses to assist in HS Graduation Requirements including CTE library and Electives.

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

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

Requested By: Michelle Topping **Buyer:** Barbara Molfetta
Title: Director, Educational Alternative Services Purchasing Analyst

Contractor Name: Edmentum Inc
Address: PO Box 776725
Chicago, IL 60677
Phone: 800-419-3191
Email: orders@edmentum.com
Vendor ID: V-30905

(See Attached Tabulation)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 19th day of August 19, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and EDMENTUM, 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, 2028. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
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 \$902,229.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding. The following terms shall govern payments:
 - a) Payments will be made as outlined in Attachment A.
 - b) Contractor will submit invoices within 30 days per Payment Due Date identified on Attachment A.
 - 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, will 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 from Contractor.
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 directly 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 reasonably requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least ninety (90) days written notice following the completion of the first year of service.
 - 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 prorated subscription price to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: [RESERVED]
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.
15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact: Laurel Beach, Instructional Services Partnership Manager
P. O. Box 776725
Chicago, IL 60677-6725
- Board Project Contact: Michelle Topping, Director, Educational Alternative Services
P.O. Box 2942
Largo, FL 33779-2942
- Board Administrative Contact: Stephanie Long, Chief Student Support Officer
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement have not been expended to the Contractor 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.
 - 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: _____
_____, Chairperson


Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:



EDMENTUM, INC.

By: 

Jamie Candee, President/CEO

Date: 8/6/2025

Approved as to Form:



Office of School Board Attorney

PROJECT REFERENCE: (Insert name of grant project associated with this Agreement)

FUNDING SOURCE: (Insert funding source that will pay for this Agreement)

Attachment A



Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

Customer and Billing Address

Customer No.: 236652
Customer Name: Pinellas Co School District
Billing Address: PO Box 2942
Largo, FL 33779

Products and Services

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2025 | 06/30/2026 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2025 | 06/30/2026 | 12 |
| Customer Success Services | 1 | 07/01/2025 | 06/30/2026 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2026 | 06/30/2027 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2026 | 06/30/2027 | 12 |
| Customer Success Services | 1 | 07/01/2026 | 06/30/2027 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Pinellas Co School District

| Products | Qty | License Start Date | License End Date | License Term (Months) |
|---|------|--------------------|------------------|-----------------------|
| Courseware: MS Graduation Requirements Bundle - Program License | 1500 | 07/01/2027 | 06/30/2028 | 12 |

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

| | | | | |
|---|------|------------|------------|----|
| Courseware: HS Graduation Requirements Bundle - Program License | 3500 | 07/01/2027 | 06/30/2028 | 12 |
| Courseware: HS CTE Library - Program License | 100 | 07/01/2027 | 06/30/2028 | 12 |
| Courseware: HS Electives Library - Program License | 400 | 07/01/2027 | 06/30/2028 | 12 |
| Customer Success Services | 1 | 07/01/2027 | 06/30/2028 | 12 |

Pinellas Co School District Subtotal: \$300,743.00

Total US Funds: \$902,229.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Invoicing and Payment Terms

The full amount of your Order will be invoiced on the Effective Date or in accordance with the payment schedule shown below, if any.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

| Payment Due Date | Amount |
|------------------|--------------|
| 07/15/2025 | \$300,743.00 |
| 07/15/2026 | \$300,743.00 |
| 07/15/2027 | \$300,743.00 |

Terms and Conditions

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 04/22/2025
Order Number: Q-694487
Revision: 1
Order Form Expiration Date: 06/30/2025

ORDER FORM

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name: Michelle

Last Name: Topping

Email Address: toppingt@pcsb.org

Customer Signature

Name (Printed or Typed)

Donnika Jones

Title

Chief Academic Officer

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Date: 04/22/2025
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ORDER FORM

Date

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