

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

DATE/TIME OF INITIAL POSTING

DATE/TIME POSTING REMOVED

APPROVED

By Joe Benjamin at 2:14 pm, Sep 16, 2025



Joe Benjamin

The Right to File an Intent to Protest Expires: 2:14 pm on September 19, 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 September 23, 2025 Board Meeting.

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

PURCHASING AGENDA SUMMARY**September 23, 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:**College Board**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-785-141	College Board SAT & PSAT Testing	PS/CM	1 Yr.	Districtwide Andrea Flocken	0100/6030	2644/4446 1180/6239	516,342.00
COMMENTS:	The SAT Suite of Assessments is an integrated system of tests including the SAT, PSAT/NMSQT, PSAT 10, and PSAT 8/9. Over 34,000 students, grades 7-12, access SAT Suite of Assessments and benefits by measuring benchmark progress year over year. Experiencing the SAT is a key indicator for college entrance. The state of Florida funds the 10th grade test for all students.						

RECOMMENDED BIDDER:**AVID Center**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-785-142	Readiness System AVID College & Career	PS/CM	N/A	Districtwide Andrea Flocken	0100/6030	2644/4441	174,381.00
COMMENTS:	AVID is an academic support system that promotes engagement and achievement for all students. AVID prepares all students for college and career readiness and success in a global society, aligning with the district's mission. This request covers each school's membership fees and access to critical materials to ensure fidelity implementation.						

RECOMMENDED BIDDER:**Quavered, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-143	Quaver Music Curriculum and Resources	PS/CM	N/A	Districtwide Ajori Spencer	0100/5360	2320/4101	142,920.00
COMMENTS:	Quaver Music offers a comprehensive curriculum, engaging resources, and a user-friendly platform empowering teachers to deliver dynamic and effective music instruction. The renewal of Quaver Music is referendum-funded.						

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RECOMMENDED BIDDER:**Heartland Payment Systems LLC**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT / SUB-PROJECT	TOTAL CONTRACT AMOUNT
21-205-242	Food & Nutrition Accountability and Management System	PS/CM	1 Yr.	Food and Nutrition Dustin Walker	0410/5470	9502	176,869.48
COMMENTS:	This contract provides annual subscriptions, licenses and software to record breakfast, lunch, snack and dinner statistics in an organized manner districtwide. In addition, this is the software management system for the Point of Sale system, 142 site licenses for the 2025-26 school year, Free and Reduced Meals and Paid Applications.						

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

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT / SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-144	myOn Reader and Publishers Classics Digital Platform	PS/CM	1 Yr.	Elementary Education Kelly Austin	0100/5510	2341/4547 7256/8670	382,200.00
COMMENTS:	Renaissance Learning's tool, myON, provides students across Pinellas County access to high-interest digital books. This renewal request is funded through collaboration between the district (referendum-funded), the Juvenile Welfare Board, and the United Way.						

RECOMMENDED BIDDER:**Jigsaw Learning, LLC dbaTeach Town**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT / SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-105	TeachTown enCore Student Licenses	PS/CM	1 Yr.	Exceptional Student Education Lynne Mowatt	0100/6600	1180/8601	212,625.00
COMMENTS:	The student licenses are a portion of the core curriculum for students who are on ACCESS Points instruction. The online licenses reinforce the standards-based skills that students are working on to become proficient with the standards and provides important information for teachers to tailor further instruction for the students.						

PURCHASING AGENDA SUMMARY

September 23, 2025

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RECOMMENDED BIDDERS:

B & I Contractors, Inc.; Emcor Services (MSI); Air Mechanical; Weatherproofing Tech; Carrier of Florida; Preferred Building Solutions

<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>CONTRACT AMOUNT</i>
24-TM-005	HVAC Repairs and Services	BN/RA	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	7,500,000.00

COMMENTS: This contract secures pricing for labor, material and equipment for general, specialized, and emergency repairs for HVAC services throughout the district.

RECOMMENDED BIDDER:

Weatherproofing Technologies, 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>CONTRACT AMOUNT</i>
23-968-147	Roofing and Building Envelope Services	PB/RA	3 Yr.	Maintenance Dept. Michael Hewett	Various	Various	32,000,000.00 (Estimated)

COMMENTS: Utilizing the Florida Buy contract #25-104 provides firm pricing for fluid applied roofing for new, replacement and restoration roofing systems and second level walkway coatings throughout the district.

RECOMMENDED BIDDERS:

ReadyOp Communications 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>
25-208-148	ReadyOp Dashboard Subscription	PS/CM	5 Yr.	Safety and Security Sean Jowell	0100/7900	9918/2590	57,000.00

COMMENTS: ReadyOp is a software solution provider used by the district to provide administrators with a single landing page to review and submit records to ensure compliance with statutory requirements for school safety. This platform assists the district in preparing for compliance inspections by the Office of Safe Schools and allows for continuous oversight by the district Safety and Security department. This annual contract includes the use of the secure AWS government cloud to ensure the secure transmission and storage of district information.

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RECOMMENDED BIDDER:

Rich Maid Cabinets, 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-065	Casework Design and Install	LRB	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	400,000.00 (Estimated)

COMMENTS: This contract provides firm pricing for the design, installation and demolition of casework throughout the district.

RECOMMENDED BIDDERS:

Ackerman Plumbing, LLC; Alter Plumbing

<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-063	Plumbing Services	LRB	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	850,000.00 (Estimated)

COMMENTS: This contract provides fixed pricing for emergency and non-emergency plumbing services throughout the district.

RECOMMENDED BIDDERS:

Air Mechanical; Lew Electrical Services, LLC; Tamco Electric; McDean, Inc.; Piper Fire Protection, LLC; Bates Electric; Apollo Plumbing; C. Lacey; Krause; McMullen

<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>
25-968-066	Mechanical, Electrical, Plumbing and Speciality Services	PB/RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	350,000.00 (Estimated)

COMMENTS: Utilizing the City of Clearwater Contract #45-24, provides firm pricing for mechanical, electrical, plumbing, and specialty services throughout the district.

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RECOMMENDED BIDDERS:

**Matthews Bus Alliance, Inc.; Sunstate International
Trucks; Walker Ford; Southport Truck Group**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-AM-015	Motor Vehicle Parts: Truck & Bus OEM	LRB	1 Yr.	Vehicle Maintenance T.Mark Hagewood	Various	Various	1,500,000.00 (Estimated)

COMMENTS: This contract provides OEM parts for the repair and maintenance of district school buses and large trucks.

***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: **September 23, 2025**

Contract No: 25-785-141

Title: College Board SAT & PSAT Testing

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

Agenda Item Categories:

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

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

☐ N/A - One Time Purchase

Contract Value: \$ 516,342.00

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

Renewal Options:

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

Rationale/Reason

The SAT Suite of Assessments is an integrated system of tests including the SAT, PSAT/NMSQT, PSAT 10, and PSAT 8/9. Over 34,000 students, grades 7-12, access SAT Suite of Assessments and benefits by measuring benchmark progress year over year. Experiencing the SAT is a key indicator for college entrance. The state of Florida funds the 10th grade test for all students.

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

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

For: Districtwide

Requested By: Andrea Flocken
Title: Specialist, K12 Advanced Studies/Academic Excellence

Buyer: Bianca Hock
Buyer I

Contractor Name: College Board
Address: PO BOX 30171
New York, NY 10087

Phone: 877-349-1550
Email: adrfaya@collegeboard.org
Vendor ID: V-7438

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
COLLEGE BOARD

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 8 day of July, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and COLLEGE BOARD (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 and Contractor's terms and conditions for the administration of its nationally administered assessments are 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 \$516,342.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
 - c) Invoices shall be accompanied by documentation sufficient to 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: Not applicable.
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 this Agreement and invoices issued in connection 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.) Subject to Contractor's terms and conditions in Attachment A, 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: Subject to the provisions of Attachment A, 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. Subject to the provisions of Attachment A, 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. Subject to the provisions of Attachment A, U=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 and as set forth in Attachment A. 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 and as set forth in Attachment A. As set forth in Attachment A and 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. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement as set forth in Attachment A 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 as set forth in Attachment A; 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
- 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.

As set forth in Attachment A, 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: Stephanie Tate
Director, Florida Partnership
250 Vesey Street, New York NY 10281

Board Project Contact: Dr. Andrea Flocken
Advanced Studies 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 person(s) set forth in Attachment A 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.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

_____, Chairperson

Date: _____

Attest: _____

Kevin K. Hendrick, Superintendent

Witness:

COLLEGE BOARD

DocuSigned by:

By: Jeremy Singer
8E2EF27F2DE043D...

Jeremy Singer, President

Date: 08/20/2025

Approved as to Form:


Office of School Board Attorney

PROJECT REFERENCE: (2024-2025 SSOR Pinellas County Schools CB-00037048)

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

ATTACHMENT A



Contract # CB-00039530

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00039530**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed ('Effective Date'), by and between Pinellas County Schools ('Client') and College Board ('College Board').

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2026 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2025-2026 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

ATTACHMENT



Contract # CB-00039530

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. College Board and Client agree to be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, College Board and Client agree that Client's liability is subject to the monetary limitations and defenses imposed by section 762.28, Florida Statutes. Nothing herein is intended to serve as waiver of sovereign immunity by Client, nor shall anything herein be construed as consent by Client to be sued by any third party for any cause or matter arising out of or related to this Agreement.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental



Contract # CB-00039530

authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in **Section 9.1** (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Florida without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Pinellas County, Florida State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

With a copy to:
Legal Department

To Client:
Kevin Hendrick
Associate Superintendent

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

Pinellas County Schools
301 4th Street SW
Largo, FL 33770-3536
Tel: 1-7275886000

Contractsmanagement@collegeboard.org

Legalnotice@collegeboard.org

hendrickk@pcsb.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration



of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00039530

PINELLAS COUNTY SCHOOLS

COLLEGE BOARD

Signature

Name

Title

Date

DocuSigned by:

Jeremy Singer

Signature

Jeremy Singer

Name

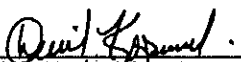
President

Title

08/20/2025

Date

Approved As To Form:


School Board Attorneys Office



PSAT/NMSQT® SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®¹ provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy Prep tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

¹ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.



- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) at least two weeks before the anticipated start of testing.
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score



recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location [ordering.collegeboard.org](#) ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location [ordering.collegeboard.org](#) and (c) the Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than two weeks prior to the beginning of the testing window.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and must be completed two weeks before the test administration date.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing later in their Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA



1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program and share information with the student, their high school and district about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
 - f. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
 - g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.



- h. **Score Report to Schools, Districts and State:** Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- i. **Accommodations:** College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- j. **Test Security:** College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- k. **Research:** College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- l. **Operational Third Parties:** College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- m. **Other:** College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement.



College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
 - b. Assistance with completing required forms such as School Code Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.



Contract # CB-00039530

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Andrea Flocken	Andrea Flocken
Title:	K-12 Advanced Studies & Academic Excellence Specialist	K-12 Advanced Studies & Academic Excellence Specialist
Address:	301 4th St SW	301 4th St SW
City/State/Zip:	Largo, FL 33770-3536	Largo, FL 33770-3536
Phone:	+1 727 469 4100	+1 727 469 4100
Fax:	(813) 469-4143	(813) 469-4143
Email:	flockena@pcsb.org	flockena@pcsb.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.



SAT® SCHOOL DAY PROGRAM SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

1. **Materials for Students:**
 - a. Link to the Student Guide.
 - b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
 - c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
 - d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
 - e. Access to SAT Practice Tools and Support as set forth below.
 - f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).
2. **Materials for Participating Schools:**
 - a. Materials to support test administration.
 - b. Client will receive online access to Test Day Toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
 - c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
 - d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
 - e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
 - f. Access to AP Potential™ via College Board website.
 - g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.
3. **Reports for District:**
 - a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
 - b. Access to AP Potential via College Board website.
4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each Participating School will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.



- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 - 1. Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://accommodations.collegeboard.org/>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other



designated score recipients. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location [ordering.collegeboard.org](#). ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location [ordering.collegeboard.org](#) and (c) the Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than two weeks prior to the beginning of the testing window.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and must be completed two weeks before the test administration date.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day testing publications and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Participating Schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in the Testing Window.



Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the [PSAT/NMSQT Student Guide](#) and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.



- f. **Score Reporting to Students:** College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- g. **SAT Score Sends:** Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- h. **Score Report to Schools, Districts and State:** Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- i. **Accommodations:** College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- j. **Test Security:** College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- k. **Research:** College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- l. **Operational Third Parties:** College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- m. **Other:** College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.



Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
 - b. Assistance with completing required forms such as School Code Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://satsuite.collegeboard.org/contact-us>.

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License.** The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.



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3. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports, or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Andrea Flocken	Andrea Flocken
Title:	K-12 Advanced Studies & Academic Excellence Specialist	K-12 Advanced Studies & Academic Excellence Specialist
Address:	301 4th St SW	301 4th St SW
City/State/Zip:	Largo, FL 33770-3536	Largo, FL 33770-3536
Phone:	+1 727 469 4100	+1 727 469 4100
Fax:	(813) 469-4143	(813) 469-4143
Email:	flockena@pcsb.org	flockena@pcsb.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.



Annex 1

College Board's College and Career Readiness Educational Services

With the assessment(s) ordered under this Agreement (each a 'Covered Assessment' and collectively 'Covered Assessments'), College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments. For SAT School Day, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, and PSAT 10. Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments; and,
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, or PSAT 10 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-App).



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Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. All questions are optional.

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number



during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out of the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.



Contract # CB-00039530

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT School Day: Spring 2026	July 1, 2025	June 30, 2026	1,500	\$60.00	\$90,000.00	\$39,600.00	\$50,400.00
PSAT/NMSQT: Fall 2025	July 1, 2025	June 30, 2026	19,700	\$18.00	\$354,600.00	\$113,778.00	\$240,822.00
SAT School Day: Fall 2025	July 1, 2025	June 30, 2026	6,700	\$60.00	\$402,000.00	\$176,880.00	\$225,120.00

Subtotal: \$846,600.00

Total Discount: \$330,258.00

Total Cost: \$516,342.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-785-142

Title: AVID College & Career Readiness System

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

Agenda Item Categories:

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

Contract Period: 07/01/25 thru 06/30/26 ☐ N/A - One Time Purchase

Contract Value: \$ 174,381.00

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

Renewal Options:

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

Rationale/Reason

AVID is an academic support system that promotes engagement and achievement for all students. AVID prepares all students for college and career readiness and success in a global society, aligning with the district's mission. This request covers each school's membership fees and access to critical materials to ensure fidelity implementation.

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

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

Requested By: Andrea Flocken **Buyer:** Bianca Hock
Title: Specialist, K12 Advanced Studies/Academic Excellence Buyer I

Contractor Name: AVID CENTER
Address: 9797 AERO DRIVE STE 100
SAN DIEGO CA 92123

Phone: 858-380-4800
Email: ORDERS@AVID.ORG
Vendor ID: V-22739

(See Attached Tabulation)

25-785-142

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-91771

Client: The School Board of Pinellas County

Address: Accounts Payable PO Box 2942

Largo, FL 33779

AVID Center Representative: Bari Snyder

Phone: (858) 633-0096

Email: bsnyder@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

Azalea Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Azalea Elementary School SUBTOTAL:				\$3,229.00

Bardmoor Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Bardmoor Elementary School SUBTOTAL:				\$3,229.00

Blanton Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Blanton Elementary School SUBTOTAL:				\$3,229.00

Boca Ciega High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID STEM Connections	\$725.00	\$725.00	\$0.00
1	AVID Weekly Secondary	\$725.00	\$725.00	\$0.00
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Boca Ciega High School SUBTOTAL:				\$3,229.00

Quote/Order

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Carwise Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Carwise Middle School SUBTOTAL:				\$3,229.00

Clearwater Fundamental Mid Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Clearwater Fundamental Mid Sch SUBTOTAL:				\$3,229.00

Clearwater High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Clearwater High School SUBTOTAL:				\$3,229.00

Countryside High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Countryside High School SUBTOTAL:				\$3,229.00

Dunedin High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Dunedin High School SUBTOTAL:				\$3,229.00

Dunedin Highland Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Dunedin Highland Middle School SUBTOTAL:				\$3,229.00

East Lake High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00

Quote/Order

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East Lake High School SUBTOTAL:	\$3,229.00
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East Lake MS-Acad Engineering				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID STEM Connections	\$725.00	\$725.00	\$0.00
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Secondary	\$725.00	\$725.00	\$0.00
East Lake MS-Acad Engineering SUBTOTAL:				\$3,229.00

Frontier Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Frontier Elementary School SUBTOTAL:				\$3,229.00

Garrison-Jones Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Garrison-Jones Elem School SUBTOTAL:				\$3,229.00

Gibbs High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Gibbs High School SUBTOTAL:				\$3,229.00

High Point Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
High Point Elementary School SUBTOTAL:				\$3,229.00

Dixie Hollins High School				
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Quote/Order

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QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Dixie Hollins High School SUBTOTAL:				\$3,229.00

James B Sanderlin IB World Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Combo Sites	\$3,979.00	\$0.00	\$3,979.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
James B Sanderlin IB World Sch SUBTOTAL:				\$3,979.00

Largo High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Largo High School SUBTOTAL:				\$3,229.00

Largo Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Largo Middle School SUBTOTAL:				\$3,229.00

Lealman Avenue Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Lealman Avenue Elem School SUBTOTAL:				\$3,229.00

Madeira Beach Fund School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Madeira Beach Fund School SUBTOTAL:				\$3,229.00

Mangrove Bay Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

Quote/Order

2025 - 2026 The School Board of Pinellas County Drafted: 08/14/2025

1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
1	Secondary Starter Package	\$4,740.00	\$0.00	\$4,740.00
1	Secondary Digital Library - 8 Licenses - Yearly	\$2,499.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$725.00	\$0.00	\$0.00
1	AVID STEM Connections	\$725.00	\$0.00	\$0.00
1	Welcome Kit - Secondary	\$0.00	\$0.00	\$0.00
8	AVID Summer Institute	\$1,150.00	\$800.00	\$8,400.00
Mangrove Bay Middle School SUBTOTAL:				\$16,369.00

Meadowlawn Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Meadowlawn Middle School SUBTOTAL:				\$3,229.00

Melrose Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Melrose Elementary School SUBTOTAL:				\$3,229.00

Morgan Fitzgerald Middle Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Morgan Fitzgerald Middle Sch SUBTOTAL:				\$3,229.00

Northeast High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Secondary	\$725.00	\$725.00	\$0.00
1	AVID STEM Connections	\$725.00	\$725.00	\$0.00
Northeast High School SUBTOTAL:				\$3,229.00

Northwest Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00

Quote/Order

2025 - 2026 The School Board of Pinellas County Drafted: 08/14/2025

Northwest Elementary School SUBTOTAL:	\$3,229.00
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Oak Grove Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Oak Grove Middle School SUBTOTAL:				\$3,229.00

Oldsmar Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
1	Elementary Starter Package	\$1,299.00	\$0.00	\$1,299.00
1	Elementary Digital Library - 4 Licenses - Yearly	\$750.00	\$0.00	\$0.00
1	AVID STEM Connections	\$725.00	\$0.00	\$0.00
1	Welcome Kit - Elementary	\$0.00	\$0.00	\$0.00
4	AVID Summer Institute	\$1,150.00	\$400.00	\$4,200.00
Oldsmar Elementary School SUBTOTAL:				\$8,728.00

Osceola Fundamental High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Osceola Fundamental High Sch SUBTOTAL:				\$3,229.00

Osceola Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Osceola Middle School SUBTOTAL:				\$3,229.00

Ozona Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Ozona Elementary School SUBTOTAL:				\$3,229.00

Palm Harbor Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Palm Harbor Middle School SUBTOTAL:				\$3,229.00

Palm Harbor University HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Palm Harbor University HS SUBTOTAL:				\$3,229.00

Pinellas Park High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Pinellas Park High School SUBTOTAL:				\$3,229.00

Pinellas Park Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Pinellas Park Middle School SUBTOTAL:				\$3,229.00

Safety Harbor Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Safety Harbor Middle School SUBTOTAL:				\$3,229.00

Seminole Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Seminole Elementary School SUBTOTAL:				\$3,229.00

Seminole High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

Quote/Order

2025 - 2026 The School Board of Pinellas County Drafted: 08/14/2025

1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Seminole High School SUBTOTAL:				\$3,229.00

Seminole Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Seminole Middle School SUBTOTAL:				\$3,229.00

Seventy-Fourth St Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Seventy-Fourth St Elem School SUBTOTAL:				\$3,229.00

St Petersburg High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
St Petersburg High School SUBTOTAL:				\$3,229.00

Tarpon Springs High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Tarpon Springs High School SUBTOTAL:				\$3,229.00

Tarpon Springs Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Tarpon Springs Middle School SUBTOTAL:				\$3,229.00

Thurgood Marshall Fundmntl MS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Thurgood Marshall Fundmntl MS SUBTOTAL:				\$3,229.00

Quote/Order
2025 - 2026 The School Board of Pinellas County Drafted: 08/14/2025

Tyrone Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,229.00	\$0.00	\$3,229.00
Tyrone Middle School SUBTOTAL:				\$3,229.00

Woodlawn Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,229.00	\$0.00	\$3,229.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Woodlawn Elementary School SUBTOTAL:				\$3,229.00

			TOTAL:	\$174,381.00
			<i>plus all applicable taxes</i>	

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

The School Board of Pinellas County

Signed by:
Sign: Seksit Niltub
Print: 552C8D1F933340C...
Name: Seksit Niltub
Title: Controller
Date: 8/14/2025 | 10:49 AM PDT
Email: contracts@avid.org

Sign: _____
Print: _____
Name: _____
Title: _____
Date: _____
Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Approved As To Form:

David K...
School Board Attorneys Office

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-208-143

Title: Quaver Music Curriculum and Resources
with 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:

☒ N/A - One Time Purchase

Contract Value: \$ 142,920.00

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

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

Rationale/Reason

Quaver Music offers a comprehensive curriculum, engaging resources, and a user-friendly platform empowering teachers to deliver dynamic and effective music instruction. The renewal of Quaver Music is referendum-funded.

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: Ajori Spencer **Buyer:** Bianca Hock
Title: Specialist, PreK-12 Performing Arts Buyer I

Contractor Name: QUAVERED INC
Address: 65 MUSIC SQUARE WEST
NASHVILLE TN 37203

Phone: 866-917-3633
Email: KHALID@QUAVERED.COM
Vendor ID: V-39292

(See Attached Tabulation)

25-208-143



Quote

Quote: 13233-2

Prepared For: PINELLAS

Date: 08/14/2025

To place your order, send the following information to salesupport@quavered.com:

- 1) PO or other form of payment, and tax exempt certificate (if applicable).
- 2) Billing information including email address. We email all invoices.
- 3) List of teachers/users including the user's name, email address and school location.

Item Description	Quantity	Unit Price	Unit Price After Discounts	Line Total
General Music Curriculum - Grade PreK, 1-Year License	50	\$300.00		\$15,000.00
Quaver Music Resources K-5 - FLORIDA, 1-Year License	82	\$1,560.00		\$127,920.00
Live In Person Training (up to 6 hours)	1	\$0.00		\$0.00
Live Virtual Training (up to 3 hours)	1	\$0.00		\$0.00
Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00		\$0.00
Professional Development- QuaverEd Virtual Summer Conference	1	\$0.00		\$0.00
			Sub Total	\$142,920.00
			Tax	\$0.00
			*Total	\$142,920.00

*Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.

Includes all of the following elements:

- Music Lessons
- Automated Assessments
- 1200 + Songs
- Unlimited Student Accounts
- Customizable Lesson Plans
- Resources in Spanish
- Parent Resources
- Community Resources
- Professional Development
- Ongoing Training

Quote valid for 90 days.

Credit card orders over \$10,000 may be subject to a 3% processing fee.

Contact:

Khalid Daniels

khalid@quavered.com

Office: (866) 917-3633

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 21-205-242

Title: Food & Nutrition Accountability and Management System

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 7/31/266

☐ N/A - One Time Purchase

Contract Value: \$176,869.48

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

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

Rationale/Reason

This contract provides annual subscriptions, licenses and software to record breakfast, lunch, snack and dinner statistics in an organized manner districtwide. In addition, this is the software management system for the Point of Sale system, 142 site licenses for the 2025-26 school year, Free and Reduced Meals and Paid Applications.

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

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

Requested By: Dustin Walker **Buyer:** Barbara Molfetta
Title: Director, Food and Nutrition Department Purchasing Analyst

Contractor Name: Heartland Payment Systems, LLC
Address: PO Box 936565
Atlanta, GA 31193-6565
Phone: 800-724-9853
Email: invoices@e-hps.com
Vendor ID: V-35588

(See Attached Tabulation)



Heartland Payment Systems
dba Heartland School Solutions
PO Box 936565
Atlanta, GA 31193-6565

THIS IS NOT AN INVOICE. Please complete this form & return it by Email or mail to confirm your annual support services for the 2025-2026 school year.

If mailing, send to:

765 Jefferson Road #400 , Rochester NY 14623

Annual Support Quote

08/26/2025

Bill To:

The School Board of Pinellas County FL
HSS-Largo
PO Box 2942 Accounts Payable
Largo, FL 03379-2942

Billing Contact Information:

First: _____ Last: _____
Email Address: _____
Phone Number: _____
Job Title: _____

If address information is incorrect, please make corrections above. Please write in the Billing contact information above.

Customer #	Contract #	Location (if applicable)	Terms	Invoice Date
7463552-115073	HSS_00000324	Largo FL	Net 30	07/01/2025

- ☐ Line Items Are Accurate
☐ Changes Needed to Line Items

Use this space to indicate changes:

Coverage Start Date	Coverage End Date	Product Code	Item Description	Quantity	Annual Unit Price	Extended Price
08/01/2025	07/31/2026	HSS1129	SUB: ApplyForLunch 129+ Site Annual Subscription	1	4,150.00	4,150.00
08/01/2025	07/31/2026	HSS1251	SUP: MCS CO FR App Processing Annual	1	2,540.00	2,540.00
08/01/2025	07/31/2026	HSS1252	SUP: MCS Site POS Annual	142	590.00	83,780.00
08/01/2025	07/31/2026	HSS1253	SUP: MCS CO POS and Financials Annual	1	1,150.00	1,150.00
09/01/2025	07/31/2026	HSS1254	SUP: MCS Site Menus and Inventory Annual	125	366.67	45,833.75
09/01/2025	07/31/2026	HSS1255	SUP: MCS Director Menus and Inventory Annual	1	1,558.33	1,558.33
09/01/2025	07/31/2026	HSS4401	SUB: MealViewer Digital Menus Suite Subscription	140	362.08	50,691.20
09/01/2025	07/31/2026	HSS4402	SUB: Discount MealViewer	140	-91.67	-12,833.80

Pre-Invoice Order Quote Total 176,869.48

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-208-144

Title: myOn Reader and Publishers Classics Digital Platform

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: 10/1/25 thru 9/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 382,200.00

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

Renaissance Learning's tool, myON, provides students across Pinellas County access to high-interest digital books. This renewal request is funded through collaboration between the district (referendum-funded), the Juvenile Welfare Board, and the United Way.

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

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

Requested By: Kelly Austin **Buyer:** Barbara Molfetta
Title: Executive Director, Elementary Education Purchasing Analyst

Contractor Name: Renaissance Learning Inc
Address: 2911 Peach Street
PO Box 8036
Wisconsin Rapids, WI 54495
Phone: 877-444-3172
Email: electronicorders@renaissance.com
Vendor ID: V-3740

(See Attached Tabulation)

25-208-144

Renaissance

See Every Student.

Quote Summary for Pinellas County

Renaissance is pleased to offer Pinellas County Schools a 1-year solution designed to accelerate learning for children of all ability levels. The solution custom suited to your teachers and students is made of the following:

Products:

- myON Reader annual student subscription
- myON Publishers Classics
- myON Publishers Classics (Spanish)

Below is a calculated per student cost for the attached quote based on your customized solution.

Quote Summary
Quote Number: 167276
Building Count: 87
Total Cost: \$382,200
Subscription Dates: 10/1/2025-9/30/2026

**Pricing is based on the quantities ordered per product. If quantities change, pricing will also change. Additional per student subscriptions added mid-term will be invoiced based on the remaining term of the subscription.*

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period, and Customer and its Authorized Users' access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Summary.


Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below, or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.

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By: 	By:
Name: Ted Wolf	Name: <u>Laura Hine</u>
Title: VP – Global Controller	Title: <u>School Board Chair</u>
Date: 5/20/2025	Date: <u>9/23/25</u>
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional Development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021, New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves—only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom—transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Approved As To Form:


 School Board Attorneys Office

**myON Access Agreement between
Renaissance, The School Board of Pinellas County, United Way of Suncoast, and Juvenile
Welfare Board of Pinellas County**

This Agreement ("Agreement") is effective as of the 1st day of October, 2025, by and between Renaissance Learning, Inc. ("Renaissance" or "Contractor"), The School Board of Pinellas County ("School Board"), United Way of Suncoast ("United Way"), and Juvenile Welfare Board of Pinellas County ("JWB"). Hereafter, Renaissance, School Board, United Way, and JWB shall be referred to collectively as the "Partners". School Board, United Way and JWB shall be referred to collectively as the "Funders".

WHEREAS, a community-based reading initiative is established with myON to provide the children (birth -6th grade) of Pinellas County with myON, a comprehensive personalized reading environment to enable children and students to access interactive, engaging digital books at home, school, public libraries, community centers or any location with access to the internet.

WHEREAS, the School Board, United Way, and JWB desire to provide over 5,600 online books to ALL children of Pinellas County, Florida.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, Renaissance, the School Board, United Way, and JWB agree to as follows:

1. PAYMENT:

- a) JWB shall make a one-time payment to Renaissance in the amount of \$163,800 by November 30, 2025. This payment is contingent upon JWB Board approving this expenditure in its FY 2026 Budget which is anticipated to occur during September 2025. Should the JWB Board not approve this expenditure in its FY 2026 Budget JWB will have no obligation to make the payment to Renaissance and will be released from all responsibilities and obligations contained in this Agreement and the Terms of Service and License Agreement between JWB and Renaissance Learning Inc, dated September 12, 2023.
- b) United Way shall make two equal payments of \$25,000 each to the School Board for a total of \$50,000. The first payment shall be made on or before October 31, 2025 and the second payment shall be made on or before March 31, 2026.
- c) The School Board shall make two payments to Renaissance for a total of \$382,200. The first payment shall be made on or before November 30, 2025 in the amount of \$357,200. The second payment shall be made on or before April 30, 2026.

2. FUNDERS' RESPONSIBILITIES:

- a) Shall make payment as described above in PAYMENT.
- b) Shall collaborate to market the myON access within Pinellas County.

3. RENAISSANCE RESPONSIBILITIES:

- a) Provide a Program Manager for Pinellas County. This Program Manager assists with access for all users in Pinellas County, run all required reports, and be responsible for all administration functions for the myON Reader access.
- b) Renaissance's staff (including employees, independent contractors and staff of subcontractors) and volunteers who may have access to youth participants supported through Funders' funding are required to undergo and pass a national Level 2 background check that complies with the standards set forth in F.S.435. Those individuals must have no disqualifying offenses listed in Florida Statute 435.04 for which they have not received an exemption in accordance with Florida law. All staff and volunteers must continue to qualify to pass a Level 2 screening at all times and must notify their employer if at any time they no longer qualify to pass a Level 2 screening. Proof of Level 2 background clearance, including current executed affidavits/attestations of good moral character, must be maintained at all times in the appropriate files and the screening repeated every 5 years or more often in accordance with law or as requested by Funders. This requirement applies to employees regardless of the funder supporting the position and all volunteers and subcontractors who may have access to youth. Volunteers and subcontractors who assists on an intermittent basis for less than 10 hours per month does not have to be screened if a person who meets the screening requirement of this section is always present and has the volunteer or subcontractor within his or her line of sight. The Contractor's policy and practice for background screening must provide for adequate protection and must comply with all applicable laws and implementing regulations including, but not limited to F.S. 435. The Florida javascript:void(0);Department of Children and Families provides an exemption process under this statute. Funder does not provide an exemption or waiver process.

Should Contractor not be statutorily authorized to receive a national Level 2 background check in accordance with F.S. 435, the Contractor must still comply with the standards set forth in F.S. 435 through VECHS background screening. Only in the event the Contractor does not qualify to receive a national Level 2 background check in accordance with F.S. 435 and is not eligible to participate in VECHS, then the Contractor must engage a third party vendor to conduct a national background check and must comply with the standards as set forth in F.S. 435.

Contractors using VECHS, or any other third party vendor which does not allow the release of background screening results to Funder, must sign and provide to Funder an affidavit which ensures compliance with the entirety of this section.

- c) Provide and maintain the Pinellas Website portal, <https://pinellas.renaissance.com/hello-pinellas/>. Provide a marketing team to

reasonably handle requests related to editing and creating materials and/or content on the Pinellas website.

- d) Provide a marketing team that is responsible for marketing and maintaining updates on the Pinellas website
- e) Provide licenses as set forth in the Quote for all children in Pinellas County (birth-8th grade)
- f) Reports:
 - 1) Monthly Reports: Renaissance will provide monthly reports regarding usage. Data reports shall include, but not be limited to, utilization data regarding books accessed and minutes read for all active users (users that have logged in at least one time during the reporting period). The report shall be provided to JWB via JWB's myON SharePoint Collaborative site by the 15th of the month following the reporting period. Partners will discuss the feasibility of any additional or more detailed monthly reports if needed.
 - 2) Quarterly Data: Renaissance will provide quarterly data to JWB regarding usage/data through the myON software including, but not limited to, time read per month per user with the ability to filter by school site/community site and grade-level. The data shall be provided in an excel format to JWB via the myON SharePoint Collaborative site by the 15th of the month following the academic quarter. Partners will discuss the feasibility of any additional or more detailed data to include in quarterly data if needed.
 - 3) Quarterly Reports: Renaissance will provide quarterly reports regarding comparison data regarding books accessed and minutes read for all active users and report out findings to Partners during the myON Quarterly Meetings. Partners will discuss the feasibility of any additional or more detailed quarterly reports if needed.
 - 4) Other Reports: Renaissance to provide additional reports regarding usage/data through the myON software, which has the ability to be accessed and filtered by school, age group, etc. as requested by the Funders.

4. PARTNERS' RESPONSIBILITIES :

- a) myON access for PCSB and its Authorized Users is subject to the same conditions, requirements and outages that are outlined in the Terms of Service and License Agreement between PCSB and Renaissance, dated October 22, 2019.
- b) myON access for JWB and its Authorized Users is subject to the Terms of Service and License Agreement between JWB and Renaissance Learning Inc, dated September 12, 2023.

5. LIABILITY:

Renaissance and United Way agree for themselves, their successors and/or assigns, to indemnify and hold JWB, School Board , their officers, agents, and employees, harmless from

and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorney's fees, court costs or expenses of any kind arising out of or relating to the negligence of the parties, their officers, agents and employees, in connection with the performance of this Agreement. JWB and School Board agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when action within the scope of their employment and agree to be liable for any damages resulting from said negligence subject to monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by JWB or School Board. Nothing herein shall be construed as consent by JWB or School Board to be sued by third parties for any matter arising out of or relating to this Agreement.

6. CONFIDENTIALITY:

Renaissance agrees that subject to the requirements of Chapter 119, Florida Statutes, all 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. Renaissance 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 this 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.

Pursuant to the terms of this Agreement, Contractor is receiving from the School 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. 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 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 School Board in writing. Upon termination of the Agreement, Contractor shall, at the election of the School Board, either destroy or return to the School Board all such information in its possession, if any, and confirm the same in writing to the School Board.

Notwithstanding any provision to the contrary contained in the separate agreement between Contractor and the School Board, Contractor and its officers, employees, agents, representatives contractors and subcontractors shall indemnify and hold the School Board and its officers and employees harmless for any violation of these confidentiality covenants, including, but not limited to, defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payments of any and all costs, damages, judgments or losses incurred by or imposed upon the School 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.

7. 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 Pinellas County, Florida.

8. PUBLIC RECORDS:

Section 119.0701, Florida Statutes, requires that Renaissance comply with Florida's public records laws with respect to services performed on behalf of the School Board and JWB. Specifically, the statute requires that Renaissance:

- a. Keep and maintain public records required by the School Board and/or JWB to perform the service.
- b. Upon request from the School Board's or JWB's custodian of public records, provide the School Board and/or JWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the agreement if Renaissance does not transfer the record to the School Board and/or JWB.
- d. Upon the completion of the Agreement, transfer, at no cost, to the School Board and/or JWB all public records in the possession of Renaissance or keep and maintain public records required by the School Board and/or JWB to perform the service. If Renaissance transfers all public records to the School Board and/or JWB upon completion of the Agreement, Renaissance shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Renaissance keeps and maintains public records upon completion of the contract, Renaissance shall meet all applicable requirement for retaining public records. All records stored electronically must be provided to the School Board and/or JWB upon request from the School Board's or JWB's custodian of public records, in a format that is compatible with the information technology systems of the School Board and/or JWB.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board and/or JWB. If the School Board and/or JWB does not possess the requested records, the public agency shall immediately notify Renaissance of the request, and Renaissance must provide the records to the School Board and/or JWB or allow the records to be inspected or copied within a reasonable time.

- f. The failure of Renaissance 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/or JWB and may also result in penalties under Section 119.10, Florida Statutes.
- g. IF RENAISSANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO RENAISSANCE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR RECORDS MANAGEMENT AT 727-793-2701, x 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.**
- h. IF RENAISSANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RENAISSANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JWB, BY PHONE AT 727-453-5600, BY EMAIL AT PUBLCRECORDS@JWBPINELLAS.ORG, OR BY MAIL AT 14155 58TH STREET NORTH, #100; CLEARWATER, FL 33760.**

WITNESSETH:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Renaissance, The School Board of Pinellas County, United Way, and Juvenile Welfare Board of Pinellas County.

JUVENILE WELFARE BOARD OF
PINELLAS COUNTY:

RENAISSANCE LEARNING, INC.

Michael Mikurak

Authorized Representative Signature

TED WOLF

Authorized Representative Signature

Michael Mikurak, Chief Executive Officer

Authorized Representative Name and Title

Ted Wolf, Vice President – Global
Controller

Authorized Representative Name and Title

6/30/2025 | 1:28 PM EDT

Date:

6/30/2025 | 9:20 AM PDT

Date:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

UNITED WAY SUNCOAST, INC.

Bronwyn Beightol

Authorized Representative Signature

Authorized Representative Signature

Authorized Representative Name and Title

Bronwyn Beightol, Chief Impact Officer
Authorized Representative Name and Title

6/30/2025 | 12:14 PM EDT

Date:

Date:

Approved As To Form:

Sarah Waechter
School Board Attorneys Office

Certificate Of Completion

Envelope Id: 1823B6B5-04FF-45C3-9705-055D35653C5F
 Subject: Complete with Docusign: Pinellas MOU-myON Readers Access Agreement-Final.pdf
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Lorrayne Hayes
 14155 58th Street North
 Clearwater, FL 33760
 lhayes@jwbpinellas.org
 IP Address: 47.205.86.229

Record Tracking

Status: Original
 6/30/2025 11:12:04 AM

Holder: Lorrayne Hayes
 lhayes@jwbpinellas.org

Location: DocuSign

Signer Events

Bronwyn Beightol
 bbeightol@uwsuncoast.org
 Security Level: Email, Account Authentication
 (None)

Signature

Bronwyn Beightol

Signature Adoption: Pre-selected Style
 Using IP Address: 66.232.106.198

Timestamp

Sent: 6/30/2025 11:29:25 AM
 Viewed: 6/30/2025 12:13:56 PM
 Signed: 6/30/2025 12:14:19 PM

Electronic Record and Signature Disclosure:

Accepted: 6/30/2025 12:13:56 PM
 ID: fb73d079-07c7-477f-8aec-41745f02ac69

TED WOLF

ted.wolf@renaissance.com
 Chief Financial Officer
 Renaissance Learning Inc.
 Security Level: Email, Account Authentication
 (None)

TED WOLF

Signature Adoption: Pre-selected Style
 Using IP Address: 208.127.106.254

Sent: 6/30/2025 12:14:20 PM
 Viewed: 6/30/2025 12:16:24 PM
 Signed: 6/30/2025 12:20:34 PM

Electronic Record and Signature Disclosure:

Accepted: 6/30/2025 12:16:24 PM
 ID: 52e7615c-7790-4bf6-ad85-403c11cf08c8

Michael Mikurak
 mmikurak@jwbpinellas.org
 Interim CEO

Juvenile Welfare Board of Pinellas County
 Security Level: Email, Account Authentication
 (None)

Michael Mikurak

Signature Adoption: Pre-selected Style
 Using IP Address: 2600:387:f:a14::7
 Signed using mobile

Sent: 6/30/2025 12:20:35 PM
 Viewed: 6/30/2025 1:28:40 PM
 Signed: 6/30/2025 1:28:57 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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 11:29:25 AM
Certified Delivered	Security Checked	6/30/2025 1:28:40 PM
Signing Complete	Security Checked	6/30/2025 1:28:57 PM
Completed	Security Checked	6/30/2025 1:28:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Juvenile Welfare Board (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Juvenile Welfare Board:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 727-453-5600

To contact us by email send messages to: sphillips@jwbpinellas.org

To contact us by paper mail, please send correspondence to:

Juvenile Welfare Board

14155 58th Street North

Clearwater, FL 33760

To advise Juvenile Welfare Board of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sphillips@jwbpinellas.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Juvenile Welfare Board

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sphillips@jwbpinellas.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Juvenile Welfare Board

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sphillips@jwbpinellas.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Juvenile Welfare Board as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Juvenile Welfare Board during the course of your relationship with Juvenile Welfare Board.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-208-105

Title: TeachTown enCore Student 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 6/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 212,625.00

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

Renewal Options:

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

Rationale/Reason

The student licenses are a portion of the core curriculum for students who are on ACCESS Points instruction. The online licenses reinforce the standards-based skills that students are working on to become proficient with the standards and provides important information for teachers to tailor further instruction for the students.

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

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

Requested By: Lynne Mowatt **Buyer:** Barbara Molfetta
Title: Executive Director, Exceptional Student Education Purchasing Analyst

Contractor Name: TeachTown
Address: 2 Constitution Way
Woburn, MA 01801
Phone: 813-966-3591
Email: orders@teachtown.com
Vendor ID: V-39641

(See Attached Tabulation)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
JIGSAW LEARNING, LLC dba TEACHTOWN

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1 day of October, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and JIGSAW LEARNING, LLC dba TEACHTOWN (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 \$212,625.00 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: Ashley Wall, Chief Financial Officer
2 Constitution Way
Woburn, MA 01801
- Board Project Contact: Lynne Mowatt, Executive Director of ESE
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the

School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

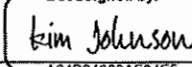
By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

JIGSAW LEARNING LLC, dba TEACHTOWN

DocuSigned by:
By:  Kimberly A. Johnson
A64B34029AF64F5...
Senior Vice President Business Operations

Date: 8/27/2025

Approved as to Form:



Office of School Board Attorney

Company Address 2 Constitution Way
Woburn, MA 01801
US

Created Date 7/8/2025

Bill To Name Pinellas County Public Schools
Bill To 301 4Th Ave Sw
Largo, FL 33770-3536
United States

Order Number 00027192

Billing Frequency Upfront

Contract Start Date 7/1/2025

Net Terms 30

Contract End Date 6/30/2026

Customer PO ☐
Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
enCORE K-12 Student Sub Std Pkg	Software	7/1/2025	6/30/2026	USD 375.00	630.00	10.00%	USD 212,625.00

Software Subtotal USD 212,625.00

Physical Goods Subtotal USD 0.00

Subtotal

Services Subtotal USD 0.00

Shipping Total USD 0.00

Sales Tax Total USD 0.00

Grand Total USD 212,625.00

Order Notes

The district is renewing for its enCORE K-12 licenses.

For questions on this order, contact:

TeachTown Representative Marcus Rose

Prepared By Marcus Rose

Email mrose@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
<https://web.teachtown.com/terms-of-service/>

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign ☐
on Behalf of the Org

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Bid No: 24-TM-005

Bid Title: HVAC 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 * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/28/25 thru 09/27/26 ☐ N/A - One Time Purchase

Contract Value: \$ 7,500,000.00

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

*** Rationale/Reason**

:

This contract secures pricing for labor, material and equipment for general, specialized, and emergency repairs for HVAC services throughout the district.

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

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

Recommended award by vendor as follows: (see attached)

Provide all labor, materials, equipment and supervision to perform general, specialized and emergency repairs for HVAC services, on an as needed basis, county wide. The district shall reserve the right to supply all refrigerant and any parts or equipment in excess of \$700.00. This contract shall also establish firm fixed hourly labor rates and firm percentages of cost- plus mark-up on materials and supplies.

Service Rates and Percentages			Air Mechanical & Service Corp	B&I Contractors	Carrier	Mechanical Services of Central Florida - MSI	Morgan Commercial Air Conditioning LLC	Weatherproofing Technologies Inc
Line Item	Description	Unit of Measure	Cost	Cost	Cost	Cost	Cost	Cost
1	Straight Time (M-F 7:00 am to 4:00 pm) Journeyman Mechanic	hourly	\$92.00	\$115.00	\$155.00	\$126.00	\$95.00	\$90.00
2	Straight Time (M-F 7:00 am to 4:00 pm) Helper Mechanic	hourly	\$72.00	\$95.00	\$0.00	\$113.00	\$85.00	\$65.00
3	Nights and Weekends / Journeyman Mechanic	hourly	\$118.00	\$172.50	\$232.00	\$189.00	\$145.00	\$135.00
4	Nights and Weekends / Journeyman Helper	hourly	\$108.00	\$142.50	\$0.00	\$169.50	\$135.00	\$97.50
	Cost for Additional Services and Percentages:							
5	• Mobilization, per project, as warranted	per project	\$0.00	\$50.00	\$0.00	\$100.00	\$10,000.00	\$1,500.00
6	• Auditorium personnel lift/upright lifts	per day	\$175.00	\$65.00	\$535.00	\$865.00	\$900.00	\$200.00
7	• Scaffolding, up to 60 feet	per week	\$100.00	\$65.00	\$900.00	\$880.00	\$3,000.00	\$1,500.00
8	• Scissors Lift • Equipment to include, but not limited to: Jackhammer, street saws, mud pumps, generators, temporary lighting, cranes etc. (Cost plus % mark up, invoices to be submitted upon request)	per day	\$310.00	\$300.00	\$535.00	\$635.00	\$900.00	\$300.00
9	• Percentage Mark Up on Manufacturer's wholesale price for parts and materials, regardless of Manufacturer (cost plus mark-up %) Invoices to be submitted upon request.	percent	\$25.00	\$15.00	\$10.00	\$20.00	\$15.00	\$30.00
10		percent	\$25.00	\$20.00	\$15.00	\$20.00	\$15.00	\$30.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

**Contract
No:**

23-968-147

Title:

Roofing and Building Envelope
Services

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

Agenda Item Categories:

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

Contract Period:

02/28/25 thru 02/27/29

☐ N/A - One Time Purchase

Contract Value:

\$ 32,000,000.00

**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
3	6-months	1 - year	

Rationale/Reason:

Utilizing the Florida Buy contract #25-104 provides firm pricing for fluid applied roofing for new, replacement and restoration roofing systems and second level walkway coatings 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:

Countywide

Title:

Director, Purchasing Department

**Requested
By:**

Michael Hewett

Buyer

Christina DiLeonardo-Rowan

Title:

Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

WEATHERPROOFING TECHNOLOGIES, INC.

The Florida Association of Educational Purchasing Agencies and its member agencies received bids from highly qualified and experienced roofing and protective coating manufacturers, distributors, and contractors to provide asbestos-free systems, products, materials and related services. They consult and work with individual AEPA member agency's educational institutions and other public entities (owners) to assess and evaluate their existing facilities roof envelope systems' current state. Based on the assessment and evaluation results the contractor assist the owner in determining the required action(s) needed for each roof system. The agency will then develop a complete and comprehensive program to maintain, repair, restore and/or replace those roofing systems and facility envelopes to meet the most recent adopted federal, state and industry standards and specifications.

All related bid documents are posted on the following link (top right corner of the page):

<https://floridabuy.org/wti-tremco-weatherproofing-technologies-inc/>

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period**
Tremco	All Tremco Materials	13.4%	Free Freight	Up to 20 yr.
* Excluding Materials listed below				
Metal *		0%	Prepaid & Add	Up to 20 yr.
Insulation *		0%	Prepaid & Add	Up to 20 yr.
Fastener*		0%	Prepaid & Add	Up to 20 yr.
Vegetative Roofing *		0%	Prepaid & Add	Up to 20 yr.
Specialty Aggregate *		0%	Prepaid & Add	Up to 20 yr.
Safety Systems *		0%	Prepaid & Add	Up to 20 yr.

A price list of all individual materials and services are provided annually.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-208-148

Title: ReadyOp Dashboard Subscription

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: 10/1/25 thru 7/1/26

☐ N/A - One Time Purchase

Contract Value: \$ 57,000.00

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
unlimited	6-months	1 - year	

Rationale/Reason

ReadyOp is a software solution provider used by the district to provide administrators with a single landing page to review and submit records to ensure compliance with statutory requirements for school safety. This platform assists the district in preparing for compliance inspections by the Office of Safe Schools and allows for continuous oversight by the district Safety and Security department. This annual contract includes the use of the secure AWS government cloud to ensure the secure transmission and storage of district information.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Safety and Security Department

Title: Director, Purchasing Department

Requested By: Sean Jowell **Buyer:** Barbara Molfetta

Title: Director, Safety and Security

Contractor Name: ReadyOp Communications Inc
Address: 8000 N. Federal Hwy
Suite 100
Boca Raton, FL 33487
Phone: 813-240-0307
Email: accounting@readyop.com
Vendor ID: V-37448

(See Attached Tabulation)
25-208-148

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 23rd day of September, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and READYOP COMMUNICATIONS 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 October 1st, 2025, and end July 1st 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 \$ 57,000 for full and satisfactory performance of services under this Agreement.
 - 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. BLANK
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: 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.
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 School Board data will be stored, processed, and maintained solely on designated servers and that no School 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 recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a School Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by PCS for any general or specific case. The Contractor shall ensure that all School Board data included as part of its backup and recovery processes shall be encrypted in transit and at rest during such processes using encryption standards that meet current best practices and standards, and are not inclusive of a weak key or deprecated, obsolete, or vulnerable encryption protocol or process.

The Contractor shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of School Board data. The Contractor shall not (a) modify School Board data, (b) disclose School Board data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by the School Board, or (c) access School Board data except to provide the services and prevent or address service or technical problems, or at School Board request in connection with customer support matters. The School Board has elected for the Contractor to use the Amazon Web Services (AWS) GovCloud, which is designed to host sensitive data only in the United States. The Contractor agrees to establish a secure

account within AWS GovCloud and transfer current School board data to the AWS GovCloud account.

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

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

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

In the event Contractor becomes legally compelled to disclose confidential information, Contractor will use commercially reasonable efforts to promptly notify School Board and will provide reasonable cooperation to School Board in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the confidential information in such circumstances.

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:

Marc Moore _____, CEO
28050 US Highway 19 N, Ste 310
Clearwater, FL 33761

Board Contact:

Sean Jowell _____, School Safety 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:
- a. Keep and maintain public records required by the School Board to perform the service.
 - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
 - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
 - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
 - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
 - d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

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:

By: _____

John Ohl, CTO

September 8, 2025

READYOP COMMUNICATIONS INC.

By: _____

[INSERT Name & Title] Marc Moore, CEO

Date: September 8, 2025

Approved as to Form:

Office of School Board Attorney

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-CD-065

Title: Casework Design and 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: 9/27/2025 thru 9/26/2026 ☐ N/A - One Time Purchase

Contract Value: \$ 400,000.00

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 provides firm pricing for the design, installation and demolition of casework throughout the district.

Bidders Solicited: 642 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

RICH MAID CABINETS, INC.

Provide casework as needed district wide including demolition, design and installation

All-inclusive pricing (labor and equipment) district will not pay for travel/trip charges

Line Item	Description	Unit of Measure	Unit Cost
1.	Base Cabinet (PLAM)	(1) LF.	\$193.00
2.	Countertop (PLAM)	(1) LF.	\$79.00
3.	Finished Back Panel	(1) EA.	\$397.00
4.	Transaction Counter (PLAM)	(1) LF.	\$188.00
5.	Cabinet with Horizontal Dividers	(5) EA.	\$278.00
6.	Full Extension File Drawers	(1) EA.	\$528.00
7.	TOTAL	total	\$2,775.00

LABOR RATES

All-inclusive pricing (labor and equipment) district will not pay for travel/trip charges.

Line Item	Description	Unit of Measure	Regular Rate	Overtime Rate	Unit Cost
1.	Tradesman	hourly	55	58	\$113.00
2.	Supervisor	hourly	73	76	\$149.00
3	Total	hourly	128	134	\$262.00

CASEWORK EXAMLE # 1

All-inclusive pricing (labor and equipment) district will not pay for travel/trip charges.

Line Item	Description	Unit of Measure	Unit Cost
1.	Mailbox Unit	Total	\$4,850.00
2.	Tradesman	Total	\$454.00
3.	Supervisor	Total	\$590.00
4.	Total	Total	\$5,894.00

FRONT OFFICE RECEPTION

All-inclusive pricing (labor and equipment) district will not pay for travel/trip charges.

Line Item	Description	Unit of Measure	Unit Cost
1.	Front Office Reception	Total	\$11,008.00
2.	Tradesman	Total	\$880.00
3.	Supervisor	Total	\$1,168.00
4.	Total	Total	\$13,056.00

DESCRIPTION OF WORK / TOTAL PRICE FOR WORK

All-inclusive pricing (labor and equipment) district will not pay for travel/trip charges

Line Item	Description	Unit of Measure	Unit Cost
1.	Unit pricing and miscellaneous materials	Total	\$2,775.00
2.	Casework Example # 1	Total	\$5,894.00
3.	Front Office Reception	Total	\$13,056.00
4.	Total for all three	Total	\$21,725.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-CD-063

Title: Plumbing 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: 9/23/2025 thru 9/22/226 ☐ N/A - One Time Purchase

Contract Value: \$ 850,000.00

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 provides fixed pricing for emergency and non- emergency plumbing services throughout the district.

Bidders Solicited: 522 Bids Received: 4 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

The scope of work includes a qualified Florida Licensed Plumbing “Contractor” to provide all labor, materials, equipment and supervision necessary to perform plumbing services for the school district. The repairs are not limited to the installation of PVC, steel pipe, copper pipe, copper tubing pipe valves and fittings. This includes various typical plumbing fixtures needed at various facilities, countywide per specifications.

ACKERMAN PLUMBING, LLC

Line Item	Plumbing Services	Estimated annual hours	Unit of Measure	Hourly Rates	Total
1	Standard hourly rate	800	Per Hour	\$130.00	\$104,000.00
2	Standard helper hourly rate	600	Per Hour	\$60.00	\$36,000.00
3	Standard laborer hourly rate	400	Per Hour	\$25.00	\$10,000.00
4	Overtime hourly rate	150	Per Hour	\$175.00	\$26,250.00
5	Overtime helper hourly rate	150	Per Hour	\$75.00	\$11,250.00
6	Overtime laborer hourly rate	150	Per Hour	\$35.00	\$5,250.00
7	Emergency hourly rate	75	Per Hour	\$250.00	\$18,750.00
8	Emergency helper hourly rate	75	Per Hour	\$100.00	\$7,500.00
9	Emergency laborer hourly rate	50	Per Hour	\$40.00	\$2,000.00

MATERIALS COST

Line Item	Description	Unit of Measure	Percentage
1.	Percentage over cost for materials	%	15%

EQUIPMENT, OWN, RENTAL

Line Item	Description	Rental (\$) each	Own (qty)	Unit of Measure	Total
1.	Water Jetter	\$1,500.00	1	each	\$1,500.00
2.	<u>Sewer Line Camera</u>	\$350.00	8	each	\$2,800.00
3.	Hydro Excavator	\$2,500.00	0	each	\$0.00
4.	Excavator	\$800.00	10	each	\$8,000.00

ALTER PLUMBING

Line Item	Plumbing Services	Estimated annual hours	Unit of Measure	Hourly Rates	Total
1	Standard hourly rate	800	Per Hour	\$130.00	\$104,000.00
2	Standard helper hourly rate	600	Per Hour	\$65.00	\$39,000.00
3	Standard laborer hourly rate	400	Per Hour	\$25.00	\$10,000.00
4	Overtime hourly rate	150	Per Hour	\$162.50	\$24,375.00
5	Overtime helper hourly rate	150	Per Hour	\$81.25	\$12,187.50
6	Overtime laborer hourly rate	150	Per Hour	\$31.25	\$4,687.50
7	Emergency hourly rate	75	Per Hour	\$260.00	\$19,500.00
8	Emergency helper hourly rate	75	Per Hour	\$130.00	\$9,750.00
9	Emergency laborer hourly rate	50	Per Hour	\$50.00	\$2,500.00

MATERIALS COST

Line Item	Description	Unit of Measure	Percentage
1.	Percentage over cost for materials	%	17%

Line Item	Description	Rental (\$) each	Own (qty)	Unit of Measure	Total
1.	Water Jetter	\$2,395.00	1	each	\$2,395.00
2.	Sewer Line Camera	\$375.00	2	each	\$750.00
3.	Hydro Excavator	\$500.00	1	each	\$500.00
4.	Excavator	\$900.00	1	each	\$900.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Contract No: 25-968-066

Title: Mechanical, Electrical, Plumbing and Specialty Services

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

Agenda Item Categories:

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

Contract Period: 7/1/2025 thru 6/30/26 ☐ N/A - One Time Purchase

Contract Value: \$ 350,000.00

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

Utilizing the City of Clearwater contract #45-24, will provide firm pricing for mechanical, electrical, plumbing, and specialty services 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:** Countywide
Title: Director, Purchasing Department

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

Electrical related services to include but not limited to installation and maintenance of indoor fixtures and/or receptacles, distribution and panel boards, underground wiring, overhead circuits, the maintenance of sports lights or other electronic control devices, the maintenance and repair of street or parking lot lighting and related equipment, control panels, automatic transfer switch (ATS), motor control center (MCC), lift station electrical panel, and above and underground electrical systems.

ITB 45-24, Mechanical, Electrical, Plumbing (MEP) and Specialty Services
Exhibit A - Bid Pricing

					YEAR 2 (8.1.25-7.31.26)		
Items	Mechanical	Air Mechanical	Krauss	McMullen	Air Mechanical	Krauss	McMullen
1	Standard hourly rate	\$ 98.00	\$ 98.00	\$ 125.00	\$ 98.00	\$ 98.00	\$ 125.00
2	Standard helper hourly rate	\$ 88.00	\$ 92.00	\$ 75.00	\$ 88.00	\$ 92.00	\$ 75.00
3	Standard laborer hourly rate	\$ 88.00	\$ 92.00	\$ 75.00	\$ 88.00	\$ 92.00	\$ 75.00
4	Overtime hourly rate	\$ 128.00	\$ 147.00	\$ 187.50	\$ 128.00	\$ 147.00	\$ 187.50
5	Overtime helper hourly rate	\$ 118.00	\$ 138.00	\$ 112.50	\$ 118.00	\$ 138.00	\$ 112.50
6	Overtime laborer hourly rate	\$ 118.00	\$ 138.00	\$ 112.50	\$ 118.00	\$ 138.00	\$ 112.50
7	Emergency hourly rate	\$ 138.00	\$ 147.00	\$ 187.50	\$ 138.00	\$ 147.00	\$ 187.50
8	Emergency helper hourly rate	\$ 138.00	\$ 138.00	\$ 112.20	\$ 138.00	\$ 138.00	\$ 112.20
9	Emergency laborer hourly rate	\$ 138.00	\$ 138.00	\$ 187.50	\$ 138.00	\$ 138.00	\$ 187.50
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	20%	30%	35%	20%	30%	35%

							YEAR 2 (8.1.25-7.31.26)				
Items	Electrical	Bates Electric	LEW Electrical	M.C. Dean	Piper Fire	Tamco Electric	Bates Electric	LEW Electrical	M.C. Dean	Piper Fire	Tamco Electric
1	Standard hourly rate	\$ 90.00	\$ 80.00	\$ 95.00	\$ 140.00	\$ 87.00	\$ 90.00	\$ 80.00	\$ 95.00	\$ 143.78	\$ 89.35
2	Standard helper hourly rate	\$ 65.00	\$ 70.00	\$ 80.75	\$ 100.00	\$ 63.00	\$ 65.00	\$ 70.00	\$ 80.75	\$ 102.70	\$ 64.70
3	Standard laborer hourly rate	\$ 55.00	\$ 45.00	\$ 61.75	\$ 100.00	\$ 54.00	\$ 55.00	\$ 45.00	\$ 61.75	\$ 102.70	\$ 55.46
4	Overtime hourly rate	\$ 134.00	\$ 120.00	\$ 139.65	\$ 210.00	\$ 130.50	\$ 134.00	\$ 120.00	\$ 139.65	\$ 215.67	\$ 134.02
5	Overtime helper hourly rate	\$ 98.00	\$ 105.00	\$ 118.70	\$ 210.00	\$ 94.50	\$ 98.00	\$ 105.00	\$ 118.70	\$ 215.67	\$ 97.05
6	Overtime laborer hourly rate	\$ 83.00	\$ 67.50	\$ 90.77	\$ 210.00	\$ 81.00	\$ 83.00	\$ 67.50	\$ 90.77	\$ 215.67	\$ 83.19
7	Emergency hourly rate	\$ 165.00	\$ 120.00	\$ 139.65	\$ 210.00	\$ 160.00	\$ 165.00	\$ 120.00	\$ 139.65	\$ 215.67	\$ 164.32
8	Emergency helper hourly rate	\$ 114.00	\$ 105.00	\$ 118.70	\$ 210.00	\$ 110.00	\$ 114.00	\$ 105.00	\$ 118.70	\$ 215.67	\$ 112.97
9	Emergency laborer hourly rate	\$ 96.00	\$ 67.50	\$ 90.77	\$ 210.00	\$ 100.00	\$ 96.00	\$ 67.50	\$ 90.77	\$ 215.67	\$ 102.70
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	17%	15%	15%	50%	17%	17%	15%	15%	50%	17%

					YEAR 2 (8.1.25-7.31.26)		
Items	Plumbing	Apollo	C.Lacey	Scotto	Apollo	C.Lacey	Scotto
1	Standard hourly rate	\$ 88.00	\$ 160.00	\$ 100.00	\$ 88.00	\$ 164.32	\$ 100.00
2	Standard helper hourly rate	\$ 63.00	\$ 90.00	\$ 75.00	\$ 63.00	\$ 92.43	\$ 75.00

3	Standard laborer hourly rate	\$ 55.00	\$ 90.00	\$ 75.00	\$ 55.00	\$ 92.43	\$ 75.00
4	Overtime hourly rate	\$ 132.00	\$ 240.00	\$ 150.00	\$ 132.00	\$ 246.48	\$ 150.00
5	Overtime helper hourly rate	\$ 94.50	\$ 135.00	\$ 112.50	\$ 94.50	\$ 138.65	\$ 112.50
6	Overtime laborer hourly rate	\$ 82.50	\$ 135.00	\$ 112.50	\$ 82.50	\$ 138.65	\$ 112.50
7	Emergency hourly rate	\$ 176.00	\$ 320.00	\$ 150.00	\$ 176.00	\$ 328.64	\$ 150.00
8	Emergency helper hourly rate	\$ 126.00	\$ 180.00	\$ 112.50	\$ 126.00	\$ 184.86	\$ 112.50
9	Emergency laborer hourly rate	\$ 110.00	\$ 180.00	\$ 112.50	\$ 110.00	\$ 184.86	\$ 112.50
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	17%	25%	25%	17%	25%	25%

				YEAR 2 (8.1.25-7.31.26)	
Items	UPS	Bates Electric	M.C. Dean	Bates	M.C. Dean
1	Standard hourly rate	\$ 90.00	\$ 197.00	\$ 90.00	\$ 197.00
2	Standard helper hourly rate	\$ 65.00	\$ 147.75	\$ 65.00	\$ 147.75
3	Standard laborer hourly rate	\$ 55.00	\$ 108.35	\$ 55.00	\$ 108.35
4	Overtime hourly rate	\$ 134.00	\$ 289.59	\$ 134.00	\$ 289.59
5	Overtime helper hourly rate	\$ 98.00	\$ 217.19	\$ 98.00	\$ 217.19
6	Overtime laborer hourly rate	\$ 83.00	\$ 159.27	\$ 83.00	\$ 159.27
7	Emergency hourly rate	\$ 165.00	\$ 289.59	\$ 165.00	\$ 289.59
8	Emergency helper hourly rate	\$ 114.00	\$ 217.19	\$ 114.00	\$ 217.19
9	Emergency laborer hourly rate	\$ 96.00	\$ 159.27	\$ 96.00	\$ 159.27
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	17%	15%	17%	15%

		YEAR 2 (8.1.25-7.31.26)	
Items	Solar	Bates Electric	Bates
1	Standard hourly rate	\$ 90.00	\$ 90.00
2	Standard helper hourly rate	\$ 65.00	\$ 65.00
3	Standard laborer hourly rate	\$ 55.00	\$ 55.00
4	Overtime hourly rate	\$ 134.00	\$ 134.00
5	Overtime helper hourly rate	\$ 98.00	\$ 98.00
6	Overtime laborer hourly rate	\$ 83.00	\$ 83.00
7	Emergency hourly rate	\$ 165.00	\$ 165.00
8	Emergency helper hourly rate	\$ 114.00	\$ 114.00
9	Emergency laborer hourly rate	\$ 96.00	\$ 96.00

10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	17%	17%	YEAR 2 (8.1.25-7.31.26)	
Items	EV Charging Stations	Bates Electric	M.C. Dean	Bates	M.C. Dean
1	Standard hourly rate	\$ 90.00	\$ 197.00	\$ 90.00	\$ 197.00
2	Standard helper hourly rate	\$ 65.00	\$ 147.75	\$ 65.00	\$ 147.75
3	Standard laborer hourly rate	\$ 55.00	\$ 108.35	\$ 55.00	\$ 108.35
4	Overtime hourly rate	\$ 134.00	\$ 289.59	\$ 134.00	\$ 289.59
5	Overtime helper hourly rate	\$ 98.00	\$ 217.19	\$ 98.00	\$ 217.19
6	Overtime laborer hourly rate	\$ 83.00	\$ 159.27	\$ 83.00	\$ 159.27
7	Emergency hourly rate	\$ 165.00	\$ 289.59	\$ 165.00	\$ 289.59
8	Emergency helper hourly rate	\$ 114.00	\$ 217.19	\$ 114.00	\$ 217.19
9	Emergency laborer hourly rate	\$ 96.00	\$ 159.27	\$ 96.00	\$ 159.27
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	17%	15%	17%	15%

Items	Air Compressors	No Responses
1	Standard hourly rate	
2	Standard helper hourly rate	
3	Standard laborer hourly rate	
4	Overtime hourly rate	
5	Overtime helper hourly rate	
6	Overtime laborer hourly rate	
7	Emergency hourly rate	
8	Emergency helper hourly rate	
9	Emergency laborer hourly rate	
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	

Items	Boiler	
1	Standard hourly rate	
2	Standard helper hourly rate	
3	Standard laborer hourly rate	
4	Overtime hourly rate	
5	Overtime helper hourly rate	

6	Overtime laborer hourly rate	No Responses	
7	Emergency hourly rate		
8	Emergency helper hourly rate		
9	Emergency laborer hourly rate		
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)		

YEAR 2 (8.1.25-7.31.26)			
Items	Gas Lines	Scotto	Scotto
1	Standard hourly rate	\$ 150.00	\$ 150.00
2	Standard helper hourly rate	\$ 75.00	\$ 75.00
3	Standard laborer hourly rate	\$ 75.00	\$ 75.00
4	Overtime hourly rate	\$ 225.00	\$ 225.00
5	Overtime helper hourly rate	\$ 112.50	\$ 112.50
6	Overtime laborer hourly rate	\$ 112.50	\$ 112.50
7	Emergency hourly rate	\$ 225.00	\$ 225.00
8	Emergency helper hourly rate	\$ 112.50	\$ 112.50
9	Emergency laborer hourly rate	\$ 112.50	\$ 112.50
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	25%	25%

YEAR 2 (8.1.25-7.31.26)			
Items	Fuel Tanks	Convault	Convault
1	Standard hourly rate	\$ 475.00	\$ 475.00
2	Standard helper hourly rate	\$ 300.00	\$ 300.00
3	Standard laborer hourly rate	\$ 250.00	\$ 250.00
4	Overtime hourly rate	no bid	no bid
5	Overtime helper hourly rate	no bid	no bid
6	Overtime laborer hourly rate	no bid	no bid
7	Emergency hourly rate	\$ 750.00	\$ 750.00
8	Emergency helper hourly rate	\$ 500.00	\$ 500.00
9	Emergency laborer hourly rate	\$ 400.00	\$ 400.00
10	Percentage over actual cost for materials (an itemized materials list for each work order is required)	20%	20%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 23, 2025**

Bid No: 25-AM-015

Bid Title: Motor Vehicle Parts: Truck & Bus
OEM

Original Bid No:

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 * Term: _____ ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11) * ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 10/23/25 thru 10/22/26 ☐ 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 checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

* *Rationale/Reason*

This contract will provide OEM parts for the repair and maintenance of district school buses and large trucks.

☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 564 Bids Received: 4 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

Contractor Name: Walker Ford
Address: 17556 U.S. 19 North
Clearwater, FL 33764
Phone: (727) 535-3673 Ext. 1659
Contact: Ken Adams
Email: ken.adams@walkerford.com
Vendor ID: 2411

Contractor Name: Sunstate International Trucks
Address: 6020 Adamo Drive
Tampa, FL 33619
Phone: (813) 621-1331 x1066
Contact: Matt Belmore
Email: matthew.belmore@sunstateintl.com
Vendor ID: 2162

Contractor Name: Matthews Bus Alliance Inc.
Address: 4802 W. Colonial Dr
Orlando, FL 32808
Phone: (800) 330-1175
Contact: Glen Provenzano
Email: gprovenzano@matthewsbusesflorida.com
Vendor ID: 35157

Contractor Name: Southport Truck Group
Address: 7528 US Hwy. 301 North
Tampa, FL 33637
Phone: (813) 262-0940
Contact: Wesley Kahelin
Email: wkahelin@southporttruck.com

WALKER FORD (V-2411)

Category I – Blue Bird

Bid Pricing: Add 10.00% to Dealer Net Price

SUN STATE INTERNATIONAL TRUCKS, INC. (V-2162)

Category II – Caterpillar

Bid Pricing: Add 10.00% to Dealer Net Price

Category III – Cummins

Bid Pricing: Add 10.00% to Dealer Net Price

Category IV – Navistar/International

Bid Pricing: Add 38.00% to Dealer Net Price

MATTHEWS BUS ALLIANCE INC. (V-35157)

Category V – Thomas/Freightliner

Bid Pricing: Add 48.00% to Dealer Net Price

SOUTHPORT TRUCK GROUP (V-35943)

Secondary vendor to Category III & Category V