

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 6:55 am, Sep 04, 2025



Joe Benjamin

The Right to File an Intent to Protest Expires: 6:55 AM on September 9, 2025
Time Date

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

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

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

Proposers Recommended for Award

See attached agenda summary items contingent upon final PCS Board approval at the August 19, 2025 Board Meeting.

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

PURCHASING AGENDA SUMMARY**September 9, 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:**Morton Plant Mease Health Care, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-918-140	Athletic Trainer Services	PS/CM	2 Yr.	Physical Education and Health and School Wellness Marc Allison	0100/5640	2610/5150	594,435.66

COMMENTS: Athletic trainers ensure that athletes receive appropriate medical attention both in practices and during competitions.

RECOMMENDED BIDDER:**TRI PHX LLC dba Obstacle Builders**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-650-139	JROTC Obstacle Course	SS	N/A	CTAE Mark Hunt	0376/3421	3299/3299 3299/3376	94,110.00

COMMENTS: This request supports the purchase and installation of a multi-apparatus obstacle course at Pinellas Park High School. The Coast Guard JROTC cadets utilize the course in preparation for district, state, and national competitive events and for the physical conditioning element of the program.

RECOMMENDED BIDDER:**Certiport Inc**

BID NUMBER	BID TITLE	ORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-208-137	LearnKey MS and HS Universal License			Districtwide Steve Plummer	0100/5700	9903/5058	59,100.00

COMMENTS: LearnKey is a Learning Management System that focuses on all areas of Industry Certification for students. LearnKey is utilized in classroom instruction to prepare for Industry Certification exams.

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RECOMMENDED BIDDER:**Curriculum Associates LLC**

<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>
25-208-138	I-Ready, Toolbox, and Professional Learning	PS/CM	1 Yr.	Districtwide Carrie Greetham	0100/6440	2342/6264	220,887.50

COMMENTS: I-Ready is a research-based online program designed for middle school core curriculum to support and accelerate students' reading growth. The program offers personalized learning paths, progress tracking, and clear, systematic literacy instruction.

RECOMMENDED BIDDER:**The Art of Education University**

<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>
25-208-136	The Art of Education University Curriculum Suite	PS/CM	1 Yr.	Districtwide Jonathan Ogle	0100/5050	2310/1017	146,488.86

COMMENTS: The Art of Education is an online platform that provides professional development opportunities and curriculum support to K-12 visual arts educators. This is a referendum funded renewal in alignment with the Art Referendum Plan.

RECOMMENDED BIDDER:**Jack Berckemeyer Consulting Group**

<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>
25-785-135	Jack Berckemeyer Consulting Professional Development	PS/CM	1 Yr.	Middle School Experience Sarah Caughell	0420/5730	P200	84,000.00

COMMENTS: Berckemeyer Consulting provides training and onsite support for the middle school targeted learning period, teacher teaming and related instructional innovations.

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RECOMMENDED BIDDER:**Mohawk Lifts, LLC**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-075-129	Hunter Wheel Alignment System Ultimate ADAS	PB	N/A	Pinellas Technical College St Pete Jason Shedrick	0150/3801	473P	98,021.45
COMMENTS:	Utilizing Sourcewell Contract #0121223-MRL to purchase the Hunter Wheel Alignment System Ultimate ADAS machine is required to replace an outdated machine and bring the program equipment to current industry standard.						

RECOMMENDED BIDDER:**All Around Maintenance and Rehab II, LLC**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-968-033	Maintenance & Cleaning of Retention Ponds, Ditches and Swales	RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	\$450,000.00 (Estimated)
COMMENTS:	This contract secures firm pricing for the maintenance and cleaning of retention ponds, ditches, and swales.						

RECOMMENDED BIDDER:**IES International Energy Savers of Central Florida, Inc.**

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-968-101	Window Film Materials and Installation	RA	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	900,000.00 (Estimate)
COMMENTS:	This bid was board-approved on May 13, 2025, for \$500,000. This request to increase the Window Film Materials and Installation contract by \$400,000 is for the additional security measure mandated by the state of Florida for all student-occupied rooms throughout the district. The security film reinforces the window, making it more difficult for intruders to gain access to facilities.						

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September 9, 2025

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RECOMMENDED BIDDERS:

Gulf Coast Transfer Services c dba ri e ca e er ices; Hulk Tree Services; RKM Building Construction

<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-CR-038	Tree Trimming and Removal Services	RA	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	1,200,000.00 (Estimated)

COMMENTS: This contract was board-approved on April 22, 2025, for \$600,000. This request to increase the Tree Trimming and Removal Services contract by \$600,000 is made to ensure adequate tree trimming and removal throughout the district, given recent weather conditions. These services are crucial for maintaining safe grounds and protecting district facilities from damage.

RECOMMENDED BIDDERS:

Southern Landscaping Materials; Larry Larson's; I Mulch FL, Inc.; Open Market

<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-059	Landscaping Materials	LRB	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	600,000.00 (Estimated)

COMMENTS: This contract secures pricing for various landscape materials for renovation and replacement of safety surfaces for playgrounds and asphalt millings utilized to create temporary roadways for emergency vehicle access.

RECOMMENDED BIDDERS:

Clean & Safe Global, LLC dba Sani-Chem Cleaning Supplies; Howard Fertilizer and Chemical LLC; SiteOne Landscape Supply, LLC; Turf Solutions of Florida

<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-JG-056	Pesticides	LRB	1 Yr.	Maintenance Dept. Michael Hewett		Various	150,000.00 (Estimated)

COMMENTS: This contract secures firm fixed pricing and delivery for pesticides throughout the district.

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RECOMMENDED BIDDER:

SPATCO Energy Solutions, LLC

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-720-134	Fuel Dispenser Repair/Replacement	PB	N/A	Facilities Design and Contruction Craig Pollei	0376/5590	9615/3299	79,724.00

COMMENTS: Utilizing Sourcewell contract #081524-TAN to purchase new fuel pumps to replace obsolete pumps at Walter Pownall Service Center.

RECOMMENDED BIDDER:

Anco Superior

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-060-020	Motor Vehicle Batteries	RN	1 Yr.	Vehicle Maintenance	Various	Various	60,000.00 (Estimated)

COMMENTS: This contract will provide batteries for the maintenance and repair of district-owned vehicles and equipment.

RECOMMENDED BIDDERS:

Fleet Acquisitions LLC d.b.a. Fleet Products; The Parts House

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-060-027	Motor Vehicles Brake Parts	RN	1 Yr.	Vehicle Maintenance T. Mark Hagewood	Various	Various	185,000.00 (Estimated)

COMMENTS: This contract will provide brake parts for the repair and maintenance of district-owned vehicles and equipment.

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RECOMMENDED BIDDERS:

Best Line Oil Company, Inc.; Palmdale Oil Company, LLC

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
24-060-028	Petroleum Lubricants & Antifreeze	RN	1 Yr.	Vehicle Maintenance T.Mark Hagewood	Various	Various	125,000.00 (Estimated)

COMMENTS: This contract will provide petroleum lubricants and antifreeze for the repair and maintenance of district-owned vehicles and equipment.

RECOMMENDED BIDDERS:

Daikin Applied Americas, Inc

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-936-132	HVAC Systems with Related Products and Services, Daikin	PB	3 Yr.	Maintenance Dept. Michael Hewett	N/A	N/A	1,500,000.00 (Estimated)

COMMENTS: This piggy-back with Sourcewell contract 080824-DIN for HVAC systems with related products and services secures a percentage discount for Daikin HVAC systems throughout the district.

RECOMMENDED BIDDERS:

Step One Automotive Group

BID NUMBER	BID TITLE	BID CATEGORY	BID TERM	DESTINATION / REQUESTER	*FUND/CC	**PROJECT/ SUB-PROJECT	TOTAL CONTRACT AMOUNT
25-072-130	Motor Vehicles: Ford Trucks F450, F350, T350, E450, & F550	PB	N/A	Maintenance Dept. Michael Hewett	0376/5370	9615/3378, 3370	776,468.67

COMMENTS: Utilizing state of Florida Contract #25100000-23-STC to purchase ten (10) 2026 Ford trucks to replace end of life vehicles for maintenance.

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***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 9, 2025**

Bid No: 25-918-140

Bid Title: Athletic Trainer Services

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: 07/1/25 thru 06/30/27

☐ N/A - One Time Purchase

Contract Value: \$ 594,435.66

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	- years	

*** Rationale/Reason**

Athletic trainers ensure that athletes receive appropriate medical attention both in practices and during competitions.

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Physical Education and Health,
Driver's Education and School
Wellness

Title: Director, Purchasing Department

Requested By: Marc Allison

Buyer: Tyler Marcum

Title: Director Athletics, Pre K-12 Physical
Education

Purchasing Analyst

Recommended award by vendor as follows: Morton Plant Mease Health Care, Inc.

SPORTS MEDICINE SERVICE AGREEMENT

THIS SPORTS MEDICINE SERVICE AGREEMENT (the "Agreement"), effective the First day of July 2025, is between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "School Board" and **MORTON PLANT MEASE HEALTH CARE, INC**, hereinafter referred to as "Provider". School Board and Provider are sometimes referred to hereinafter individually as a "Party" or collectively as the "Parties".

WHEREAS School Board, through its employees and agents, provides athletic activities for its student athletes; and

WHEREAS Provider is agreeable to assisting School Board in overseeing the student athletes' safety and physical condition while participating in School Board athletic practices and events for:

**Boca Ciega High School
Clearwater High School
Countryside High School
Dunedin High School
East Lake High School
Gibbs High School
Lakewood High School
Largo High School
Osceola High School
Palm Harbor University High School
Pinellas Park High School
Seminole High School
Tarpon Springs High School**

hereinafter referred to individually as a "School" or collectively as the "Schools".

In consideration of the benefits to come to each Party, the Parties agree as follows:

I. DUTIES OF PROVIDER

- A. Provider will provide an on-site athletic trainer at each of the above listed Schools for **Thirty-Two (32) hours per week throughout the Forty-Five (45) week school year and 10 hours per week for the 7 weeks during the summer.** The School Board agrees this time commitment may vary throughout the year, based on the schedule of athletic team practices and events.
- B. If Provider is unable to provide its assigned athletic trainer at any School, it will give notice to the School Board staff and School and will provide a substitute athletic trainer without a substantial reduction in coverage. "Substantial" means more than a thirty-five percent (35%) reduction in coverage. The provider will make a good faith effort to restore full coverage within thirty (30) days from the time a substitute is first assigned. If the Provider cannot restore full coverage within thirty (30) days, then the Parties will re-negotiate the remaining compensation to be paid to Provider under the terms of this Agreement.

- C. Every two (2) months, beginning September 1, the Provider will send to the School Board's Athletics an account of hours spent with each sport, at each of the respective Schools. The account will also include a list of injuries treated by each athletic trainer, by sport and by school.
- D. The duties of the athletic trainers will be as follows:
1. Provide guidance to School District Staff, Schools, and their athletic departments, and their student athletes, as to the appropriate procedures for prevention, assessment and care of athletic injuries.
 2. Assist in coordination of pre-season evaluations and physicals for all student athletes if requested.
 3. Assist School Board officials in completion of accident and injury reports on student athletes that may have occurred during the course of the athletic trainer's coverage of the event.
 4. Attend athletic team practices and varsity sports events for sports that School Board has determined, through a written policy, have a high risk of injury in order to provide immediate response for injury treatment. Athletic trainers will be assigned to cover each School at all varsity and junior varsity football games. Only School Board sponsored events at the High School level will be staffed by the athletic trainers. These events may include, among others, the Florida High School Athletic Association (FHSAA) play-off series and the Pinellas County Athletic Conference Championship (PCAC) series.
 5. Athletic trainers provided by Provider will be certified athletic trainers through the Board of Certification (BOC), with current training and Florida licensure. Appropriately supervised certification-eligible athletic trainers or athletic training students may assist these athletic trainers.
 6. If applicable assist with planning, coordination and supervision of the sports medicine program for all sports within the schools' athletic program.
 7. Provide ImPACT baseline concussion testing to football, boys' lacrosse, and other high risk athletes free of cost.
 8. Assist with hosting the care and prevention of athletic injuries coaches certificate course.

II. VOLUNTEER SERVICES PROVIDED BY PROVIDER

Provider will work with the schools to solicit volunteer sideline physician coverage for home football games and pre-season athletic physicals. School Board recognizes physician participation is voluntary and, therefore, Provider does not guarantee physician coverage. In the event multiple physicians desire to provide coverage, Provider will notify Schools of the interested physicians and the schools will have the final decision as to the team physician.

III. COMPENSATION

The School Board will pay Provider the below sum for the corresponding school year terms on a monthly basis beginning July 1, 2025, and on the first day of each month thereafter. The compensation stipulates a 3% annual increase as listed below. Provider will forward monthly invoices to School Board's accounting department located at 3014 Street S.W., P.O. Box 2942, Largo, FL 33779-2942, in care of Kevin Smith, Director. **Time in excess of the Thirty-Two (32) hours per week shall require signed approval of the individual school's athletic director, or designee. It is the responsibility of the individual school to pay the Provider at the hourly rate of Forty Dollars (\$40.00) per hour for any excess hours. Events that require more than one athletic trainer on site for sufficient coverage will be invoiced at the rate of Forty Dollars (\$40.00) per hour for the additional athletic trainer(s); it is the responsibility of the individual school or booster club to pay the Provider.**

School Year Term	Compensation per year: For 32 hours/week x 45 weeks x 13 schools Plus 7 weeks 10 hours a week during summer	Compensation per month:
July 1, 2025- June 30, 2026	\$594,435.66	\$ 49,536.30

IV. TERM

This Agreement is for a period of one (1) year beginning July 1, 2025, and ending the last day of June 2026. All terms and provisions of this Agreement shall remain in full force and effect for the term of this Agreement and for any extension unless otherwise specifically provided in writing.

V. TERMINATION

- A. The chief administrative officer of either party may terminate this Agreement without cause at any time during the term of this Agreement, upon thirty (30) days written notice. This Agreement may be terminated immediately in the event governmental regulations require a modification of any material terms of this Agreement.
- B. 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 the 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. Each Party will remain responsible for any obligations or liabilities arising from activities carried on by such Party or its agents or employees during the period this Agreement is in effect. Each Party will retain the right to seek any redress available under law for any loss or injury caused by the other Party as a result of the other Party's breach of its obligations under this Agreement.
- D. In case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the Provider.

VI. SERVICES PROVIDED BY SCHOOL BOARD

In consideration of Provider incurring expenses relating to this Agreement which are not covered by the payments referred to in Section III above, the School Board agrees to the following:

- A. Schools will allow Provider to park Provider's community health vehicles on athletic facility grounds during events to provide screenings and other health care services.
- B. Provider may request, and each School's Principal may agree, to place signage on Schools' athletic fields indicating Provider is providing the athletic trainer for the school. The content of the signage must be acceptable to both the Provider and the School's Principal. Signage will be provided and maintained by Provider. There will be no charge to the Provider for placing signage.
- C. Schools will include in athletic programs or other printed material available at athletic events information indicating Provider is providing the athletic trainer at Schools. The content of the material will be subject to the approval of Provider and School Principal. There will be no charge to the Provider for inclusion in this material.
- D. Any press releases or press material/interviews concerning the athletic training program will be coordinated between School Board's public relations staff and Provider's public relations staff.
- E. School Board agrees not to use the name, logo, or graphic representations of the Provider without Provider's written permission.
- F. School Board will pay for all training supplies and equipment required by the athletic trainer to perform his/her duties at the schools. These supplies and equipment will be subject to mutually agreed-upon expense budgets.
- G. Schools will provide the athletic trainer with access to all sports related areas such as gates, locker rooms, training rooms, gyms, & fields via keys, pass codes, swipe cards.
- H. Schools will provide athletic trainer with access to faculty and/or guest Wi-Fi password(s) to allow for electronic documentation of student injuries to ensure compliance with section I paragraph C of this contract.

- I. School Board will provide one Automatic External Defibrillator (AED) to each School athletics department, which may be taken offsite by the assigned athletic trainer or substitute, for use at School athletic team practices and events. Each athletic trainer will return the AED to School as soon as possible after school athletic practices and events.

School Board will provide all necessary AED equipment, including electrodes, batteries and rescue accessories. Provider agrees to immediately notify School Board of any AED damage or loss, and to reimburse School Board for any repair or replacement cost incurred due to AED damage or loss while in trainer's possession. This does not include accidental damage while attempting to use an AED, or repairs or replacement needed as a result of a malfunctioning AED.

VII. USE OF SCHOOL BOARD EMPLOYEES

The athletic trainer provided by Provider will be either an employee of Provider or under contract with Provider and paid for by Provider. All management staff for the School Board athletic training program will be provided by Provider and paid for by Provider. Any persons who are normally employed by the School Board, and who are also qualified as athletic trainers may, during the time they are not on duty for the School Board, participate in the athletic trainer program under a contract with the Provider. Any School Board employee who is in the athletic trainer program at a School will function solely under the direction of Provider during the time of his/her participation in the program, and during the time of such participation will not, for purposes of this Agreement, be an employee of the School Board.

VIII. INDEMNIFICATION

Provider will indemnify and hold harmless School Board, its agents and employees for all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which School Board, its agents or employees may be subjected to by reason of injury to persons or death or property damage, which is the result of its athletic trainers' negligent performance in rendering the services performed under the terms of this Agreement. This Indemnification and hold harmless will not apply to physician's providing sideline coverage for games under Clause II. Notwithstanding anything to the contrary in this Agreement, School Board acknowledges and agrees that Provider and its agents and employees are not providing medical advice to School Board, its employees, agents or any students to prevent or treat any condition. School Board's employees, agents and any students should consult an independent physician with specific questions about an individual's condition and/or treatment options and should inform an independent physician if there are any changes to an individual's condition.

IX. CONFIDENTIALITY

The Parties agree to maintain in strict confidentiality the contents of this Agreement and agree not to disclose said contents to any third party except pursuant to a valid court order, when disclosure of the contents of this Agreement is required by law; or as required by law. Both Parties shall keep confidential all confidential information and shall not use or disclose such confidential information either during or at any time after the term of this Agreement, without expressed written consent, unless required to do so by law, court order or subpoena in which case neither Party shall disclose such information until it has provided advance notice to the other Party so that the Party may timely act to protect such disclosure. For purposes of this provision, "Confidential information" means nonpublic

information about the Party and its employees that is disclosed or becomes known as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as worker and prospective worker names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature.

X. ASSIGNMENT

Neither Party may assign this Agreement nor the rights created or granted herein without the prior specific written consent of the other Party.

XI. WAIVER OF BREACH

Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

XII. SEVERABILITY

In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

XIII. ENTIRE AGREEMENT

This Agreement and any documents incorporated by reference constitute the entire Agreement between the Parties. It supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

XIV. MODIFICATIONS

This Agreement may be modified only in writing by written mutual agreement of the Parties and signed by their respective administrative representatives.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall comprise one and the same instrument.

XVI. BACKGROUND SCREENING

Provider hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, et seq. F.S.), if applicable and as amended from time to time, including obtaining, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, or (3) have access to or control of school funds. Further information can be obtained at www.pinellas.k12.fl.us by linking to "Jessica Lunsford Act".

XVII. IMPOSSIBILITY OF PERFORMANCE

Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including without limitations, acts of God or of the public enemy, flood or storm, strikes, or statute, rule or action of any Federal, State or local government or agency.

XVIII. GOVERNING LAW

This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of the State of Florida. In the event of any dispute arising out or in any way related to this Agreement, the Parties agree the courts seated in Pinellas County, Florida shall have exclusive jurisdiction.

XIX. NOTICES

Any notice required to be given pursuant to the terms of this Agreement shall be in writing, sent by certified mail, return receipt requested, postage prepaid or by hand delivery to the Parties at their following addresses:

If to School Board: The School Board of Pinellas County, Florida
 301 4th Street SW
 Largo, Florida 33770
 Attention: Superintendent

If to Provider: Morton Plant Mease Health Care, Inc.
 300 Pinellas Street, MS# 21 Clearwater, Florida 33756
 ATTN: Matt Novak, President MPH

With a Copy to: Mease Countryside Hospital
 3231 N. McMullen Booth Road
 Safety Harbor, FL 34695
 ATTN: Kelly Enriquez, President, Mease Hospitals

With a Copy to: BayCare Health System, Inc.
 2985 Drew Street
 Clearwater, Florida 33759
 Attn: Legal Services Department

XX. CONTACT PERSONNEL

The Parties designate the following persons to coordinate the implementation of this Agreement:

Provider:

Tillery Greco ATC
Supervisor of Sports Medicine Outreach
James Nichols PT
Manager Morton Plant Mease Outpatient Rehab Services
430 Morton Plant St, Suite 101
Clearwater, FL 33756
(772)696-0282


School Board:

Marc Allison
Director of Extracurricular Activities
301 4th Street SW
Largo, FL 33770
(727) 588-6125

XXI. CONSENT TO CALL, FAX, E-MAIL

In order to ensure that School Board is in compliance with all FCC regulations, Provider hereby expressly grants permission to School Board to telephone and email Provider and its employees, and to send any and all future facsimile communications to all Provider fax numbers.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed, as of the date first written above.

By:  _____
Matt Novak, President
"Provider"

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
By:

Kevin Hendrick
"School Board"

Approved as to form:

School Board Attorney's Office of School Board of Pinellas County, Florida

By:  _____

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-650-139

Title: JROTC Obstacle Course

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: \$ 94,110.00

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		

Rationale/Reason

This request supports the purchase and installation of a multi-apparatus obstacle course at Pinellas Park High School. The Coast Guard JROTC cadets utilize the course in preparation for district, state, and national competitive events and for the physical conditioning element of the program.

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

For: CTAE

Requested By: Mark Hunt
Title: Executive Director, CTAE

Buyer: Tyler Marcum
Purchasing Analyst

Contractor Name: TRI PHX DBA Obstacle Builders
Address: 1836 W Straight Arrow Ln
Phoenix, AZ 85085

Phone: 860-378-4556
Email: contact@obstaclebuilders.com

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
OBSTACLE BUILDERS

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 9 day of SEPTEMBER, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" Or "Board") and OBSTACLE BUILDERS (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. Scope of Work: The scope of work or product provided 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.
2. Compensation: The School Board agrees to pay the Contractor \$94,110 for full and satisfactory performance of services under this Agreement.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.

10. 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.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. 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.
13. 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.
14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact:

Brett Stewart, Operation

1836 W Straight Arrow
Ln
Phoenix, AZ 85085

Board Project Contact:

Mark Hunt, Executive Director, CTAE
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:

Mark Hunt, Executive Director, CTAE
P.O. Box 2942
Largo, FL 33779-2942

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
 - b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

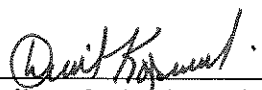
Kristen E. Stewart

Obstacle Builders

By:  _____
Brett Stewart, Operations

Date: 8/4/2025

Approved as to Form:

 _____
Office of School Board Attorney

Attachment A



TRI PHX LLC *dba Obstacle Builders*
1836 W Straight Arrow Ln
Phoenix, AZ 85085

860.378.4556
contact@obstaclebuilders.com

SBA WOSB ID#: 9EDX9 • SAM#: YSWVK8AP9MQ4 • CAGE#: 9EDX9 • DUNS# 839202772

Pinellas Park High School JROTC O-Course

Date: 7/18/2025 *valid for 120 days*

Client: Pinellas Park High School U.S. Coast Guard JROTC program ("CLIENT")

Build Address: 6305 118th Ave. N., Largo, Florida 33773 ("COURSE")

Contacts: Master Chief Michael Collis ("CONTACT") COLLISM@pcsb.org

Multiple areas throughout this contract require CLIENT initials indicating acknowledgment; please read carefully. Signed contracts missing initialed areas will be considered full acknowledgement and consent of all contract details.

Overview:

Obstacle Builders will build an O-Course at COURSE consisting of multiple obstacles as listed below in Elements as agreed to by CLIENT for instructor-led, supervised fitness & training ("USAGE").

CONTACT will be present/have a representative knowledgeable in the positioning and placement available to walk through the entire grounds to approve where each station will be constructed and mark each location with our build staff. This representative will be local and available to answer any questions our builders may encounter before and during construction. CONTACT will inspect and sign off on the entire project when completed and before the Obstacle Builders build crew has departed the grounds.

SafeDig/811, Underground Obstructions, and Permits

5-7 days prior to arrival, CONTACT or suitable representative(s) will have a SafeDig/811/grounds survey for any and all underground services including, but not limited to: electrical, gas, water, fiber, irrigation, telephone/data, storage tanks performed to locate all underground services including irrigation. A full record of the findings will be provided to brett@obstaclebuilders.com, and all underground services will be clearly marked with flags and spray-painted ground markings. Any damage whatsoever to the grounds, services, equipment, or injuries to crew members as a result of contact with any unmarked underground elements is the sole responsibility of the CLIENT.

While permits are generally not required for obstacle/challenge courses as they are expressly used for instructor-led training (*see Appendix A for an example*), obtaining any and all permits is the responsibility of the CLIENT.

_____ *Customer Initials Required*

Elements:

1. Low Crawl - 12' wide, 24' long, jacks, hi-viz rope 30" high
2. Team Wall w/platform - 10' high x 8' wide
 - a. (2) removable ropes
 - b. 3' x 8' platform on rear, 3' from top
 - c. 10' x 16' fall zone, 4" sand
3. Confidence Climb
 - a. 10' x 12' fall zones, 4" sand
4. Monkey Bars / Horizontal Ladder - 8' wide x 12' long, 8' high
 - a. 10' x 16' fall zone, 4" sand
5. Over Under Through Walls - 8' wide, 6' high, 24" openings
6. Low Weaver - (double width) 16' wide x 20' long
 - a. NOTE: 6" diameter poles
 - b. 16' x 20' fall zone, 4" sand

7. Inclined Wall/Commando Crawl - 8' wide, (2) rope slant wall, 30' (2) rope traverse
 - a. 30' x 8' fall zone, 4" sand
8. (6) Hurdles - 8' wide, 32" high, 6" diameter logs set 6' apart
9. Swing, Stop, & Jump - 12' high, 10' wide, (2) ropes
10. Rope Slant & Rappel Wall - 8' wide, 12' high (2) rope ascent & descent
11. A-Frame Cargo Net - 12' x 20'
12. Rope Bridge Set (2) – 45' spacing between set 1 and set 2
 - a. Set 1 - 75' between 10' high, 10" - 12" diameter poles
 - b. Set 2 - 55' between 10' high, 10" - 12" diameter poles

I have reviewed the elements, sizes, and materials as listed above:

_____ *Customer Initials Required*

Impact Attenuation:

Defined as: A device, material, or system designed to prevent injury to persons by absorbing impacts through localized material deformation or displacement, to absorb the energy of an impact in a way that reduces the magnitudes of peak impact force and peak acceleration.

Impact attenuation is not provided unless specifically listed in your Contract.

Sand, Rubber Mulch, Crash Mats, and Safety Nets are recommended for specific elements and we can work with you to price accordingly. *Note: Most obstacle course clients request that we install elements over existing surfaces such as grass, sand, or dirt to simulate obstacle elements in real-life situations.*

I am aware that Obstacle Builders has made impact attenuation available for all elements and/or made recommendations for elements that should use impact attenuation.:

_____ *Customer Initials Required*

Grounds:

Brush clearing or earthmoving, leveling, removing large rocks, trees, roots, or impediments, and grass replacement or repair is not included unless specified in this contract. Grounds will be free and clear of obstructions and ready for element installation. Our experts will place elements based on your existing terrain, which normally requires us to do minimal spot-leveling, which is included.

Excessive stone or hard grounds may require additional labor, materials, and/or equipment. If these conditions are present, our staff will communicate any extra charges and provide a change order for that amount payable with the final invoice. Slippery or wet surfaces may require ground protection pads for traction, see below.

Heavy equipment used during construction will cause surface damage. Our crew will minimize tracks or ruts as much as possible, but we are not responsible for surface damage during normal construction. Ground protection pads are available for rental for an additional \$4500+ per week with a minimum of 7 days advance notice. Please contact brett@obstaclebuilders.com for more.

Equipment & Water Access

We require truck access to the area for materials and equipment, including a concrete truck or pump. All elements to be built require access for a Bobcat; elements over 12' high will require access for an off-road forklift. *Additional costs will be added to a Change Order for labor required to transport lumber and concrete to access-limited areas.* Our crew requires water within 300' of the build site for concrete mixing and accessible 120v power for charging batteries. *Additional costs may be added to a Change Order for rental of water truck in areas without water or electrical access.*

Prior to Obstacle Builders' arrival, CONTACT will have a SafeDig performed to mark any and all impediments in the area - underground pipes, wires, fiber, irrigation, etc. Obstacle Builders is not responsible for ANY damage to underground/non-visible infrastructure that is not clearly marked.

Materials:

All wooden posts are pressure-treated and end grains are sealed with an initial coat of exterior waterproof sealant when material conditions and weather allow. Sealing of all wooden structures is required 90-120 days after installation when pressure-treating chemicals have been absorbed into the wood and surfaces are dry. Additional sealing is not included in the estimate unless stated. Obstacle Builders will provide this service as part of our Expert Maintenance Program. *See Maintenance and Expert Maintenance Programs for additional details.*

Weight-bearing posts may be constructed from dimensional lumber or logs, depending on size and usage.

- Dimensional lumber posts utilize 6x6 pressure-treated / ground-contact lumber with supports and/or braces traditionally made of 6x6 or 4x6 lumber.
- Logs are pressure-treated pilings or similar, 6" to 12" in diameter, sized specifically for application.

Wall faces and platforms are made from pressure-treated dimensional lumber specified by their application.

Metal poles are galvanized steel and weight-rated and diameter/schedule for specific usage. Ex: Monkey Bars and Triceps Traverse bars are 1.25" OD, Rope Climb and similar are 2"-3" OD.

Climbing ropes are 1.5" poly dacron ropes rated for outdoor use, ropes used for walls, hoists, or similar are 1" poly dacron or similar.

Fasteners are all exterior-grade structural screws, Simpson Strong-Tie or similar. Non-weight bearing boards/decking use coated exterior deck screws.

All materials are subject to wear-and-tear from usage, the elements, misuse, or vandalism and need to be inspected daily before use. It is recommended that ropes be removed when not in use or hung/locked out of reach.

Splinters and rough spots are common with wood-based courses, the OB crew will sand any visible areas for potential splits & splinters but the customer understands by signing this contract that splinters, scratches, cuts, and scuffs from rough or split lumber are common when using wood-constructed obstacles.

Crew Access, Schedule, Warranty, and Maintenance:

Crew Access:

Our crew must be allowed access to the work site 7 days a week between the hours of 8 am and 8 pm; we can provide a combination lock on the main access gate and/or coordinate with CLIENT to provide ingress and egress during our working hours as listed above and securing the jobsite after our working hours. Upon arrival, CLIENT will provide our crew with a cell phone contact for your facility's groundskeeper/maintenance person, security, foreman, and any other individual who is responsible for controlling access to the worksite.

_____ *Customer Initials Required*

Build Schedule:

Complete, turn-key obstacle course designed custom for your location, installed, and ready for use. Depending on placement, terrain, and weather conditions, on-site setup will take --- days. Materials will be delivered approximately 1-3 days before crews arrive and will need to be stored in a safe location. Equipment will arrive 1-3 days before the beginning of construction. Please see Obstacle Builders' Welcome Letter for more information.

Element Maintenance:

All Courses will require constant inspection and maintenance. Failure to do so negates any verbal or written warranty on the material's lifespan.

All wood obstacles will require daily checks for wear and tear, roughness, splinters, and any potentially loose screws/fasteners. Tightening all screws, ropes, and any fasteners as well as sanding, re-painting, or coating wood will be required during

normal use with a frequency dictated by the amount of use and weather conditions.

All wood obstacles must be painted or resealed 90-120 days after installation when pressure-treated chemicals in wood have dried. We recommend a "deck restorer" coating on very high-traffic areas.

All screws and hardware must be checked and re-tightened 30-60 days after the installation as pressure-treated wood contracts during the drying process and re-tightening of all hardware is necessary to retain structure rigidity and strength.

_____ *Customer Initials Required*

Expert Maintenance Program:

*TRI PHX LLC offers a bi-annual **Expert Maintenance Program** to assist your staff in protecting your investment and keeping the course safe for use.*

Expert Maintenance Program starts at \$12,900/year for twice-yearly inspections and maintenance of all O-Course elements. All labor is included for sanding, re-sealing, and tightening hardware. Replacing ropes, hardware, or lumber is at material cost only if necessary. *An optional Expert Maintenance Program contract is included at the end of this O-Course contract for your review.*

Please note: While our Expert Maintenance Program consists of in-depth inspection and maintenance of your course, daily visual inspections and ongoing maintenance are still required by your staff as listed above under "Element Maintenance".

Payments:

A 50% deposit payment is due along with a copy of this signed contract and is required before scheduling your project start date. Payments via wire transfer or ACH are preferred. *Please contact kristen@triphx.com for account information.*

The remaining 50% balance (and any additional change orders or additional fees as approved by the client) is **due at the completion of the project.**

Warranty:

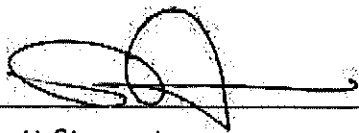
Obstacle Builders warranties our Obstacle Courses for one year from installation for construction and material defects. Natural materials (wood, rope, etc.) that are exposed to the elements will weather quickly; normal wear-and-tear is to be expected, and splinters, splits, and aged wood are normal. COURSE should be inspected before each use for wear and tear, damage, or splinters. *Failure to follow the Element Maintenance guidelines above will invalidate any warranties and our Expert Maintenance Program is highly recommended.*

Disclaimers:

Obstacle courses are inherently dangerous, COURSE staff agrees to control access to the course and restrict USAGE to only permitted individuals using the obstacles with authorized supervision.

_____ *Customer Initials Required*

By signing this contract below, CONTACT acknowledges that they have read this entire contract including all details, descriptions, and disclaimers and understand all of the dangers of using and maintaining an obstacle course, and agree to hold harmless TRI PHX LLC dba Obstacle Builders and all its officers for any injuries, impairment, or death as a result of usage or maintenance of COURSE.



Brett Stewart
Obstacle Builders

7/18/2025

CONTACT

____/____/____
Date

Approved As To Form:



School Board Attorneys Office



TRI PHX LLC *dba Obstacle Builders*
 1836 W Straight Arrow Ln
 Phoenix, AZ 85085

 860.378.4556
contact@obstaclebuilders.com

Invoice 26112 -Pinellas Park HS USCG JROTC O-Course

Date: 7/18/2025

Description		Totals
<i>Complete O-Course installed and ready for use:</i>		\$92,823
Low Crawl	(6) Hurdles	
Vertical Wall*	Swing, Stop, & Jump	
Confidence Climb*	Rope Slant & Rappel Wall	
Monkey Bars*	A-Frame Cargo Net	
Over Under Through Walls	Rope Bridge Set (2)	
Low Weaver*		
Inclined Wall/Commando Crawl*	*4" sand & 4x4 staked borders	\$1,287
Total		\$94,110
½ Deposit		\$47,055
½ Balance due at completion		\$47,055

***Payments via wire transfer or ACH are preferred Please contact
kristen@triphx.com for account information.***

Checks made out to TRI PHX LLC 1836 W Straight Arrow Ln, Phoenix, AZ 85085



TRI PHX LLC dba Obstacle Builders
1836 W Straight Arrow Ln
Phoenix, AZ 85085

860.378.4556
contact@obstaclebuilders.com

Expert Maintenance Program

Date: 7/14/2025

Course Name & Address: Pinellas Park HS 6305 118th Ave. N., Largo, Florida 33773

Contact: Master Chief Michael Collis

*The additional level of care and ongoing maintenance to keep an obstacle course safe while also withstanding weathering as long as possible can be a difficult task to require of your existing grounds crew / maintenance staff. TRI PHX LLC offers a bi-annual **Expert Maintenance Program** to assist your staff in protecting your investment and keeping the course safe for use. Please note: While our Expert Maintenance Program consists of in-depth inspection and maintenance of your course, daily visual inspections and ongoing maintenance are still required by your staff as listed in your contract under "Element Maintenance".*

One Year Expert Maintenance Program Includes

Twice-yearly inspection and maintenance of your entire Obstacle Course including:

Inspection: Comprehensive checklist of all elements in accordance with US Military TRADOC Pamphlet 385-1 *starting at page 132, Table C1*. PLEASE NOTE: TRADOC PAM 385-1 checklist will be followed as a guideline, however the obstacles outlined are significantly different in size, shape, and construction than those that are installed for your program.

All wooden elements will be inspected for wear & tear, water damage, dry or moisture-related rotting, warping, splinters, splitting, or any excessive damage that could compromise structural integrity or harm cadets. All hardware will be

inspected for structural integrity and re-tightened, any damaged screws will be replaced or augmented with additional hardware if needed.

Sanding & Re-Sealing: Obstacle Builders will sand and seal/re-seal all surfaces displaying any excessive damage, splitting, rough surfaces, or splinters.

Please Note that all natural wooden elements will splinter or become rough from repeated usage and no amount of expert maintenance can prevent all natural wear & tear or splinters. Instructors or school maintenance staff must inspect wooden surfaces weekly for any potential rough spots that should be sanded or re-sealed. This is part of standard Element Maintenance as outlined in your O-Course Contract.

Sealing of wooden surfaces consists of multiple coats of Thompson's Water Seal or similar and excessively worn surfaces or areas with high amounts of body contact will receive multiple coats of a Premium Deck Resurfacer such as DeckOver or similar. Cracks larger than ¼" that do not pose any structural integrity issues will be filled with a high-strength expanding flexible waterproof sealer before sealing.

All sealant products are included with our Expert Maintenance Program

Hardware Inspection and Tightening: All hardware will be inspected for structural integrity and re-tightened, any damaged screws will be replaced or augmented with additional hardware if needed.

Replacement of Materials

- All sealant and screws are included for the life of the Expert Maintenance Program.
- All labor for any replacement or repairs is included for the life of the Expert Maintenance Program.
- New Ropes, Cargo Nets, hardware, or replacement/additional lumber are not included and will only be billed at material cost only if necessary.

_____ *Customer Initials Required*



TRI PHX LLC *dba Obstacle Builders*
1836 W Straight Arrow Ln
Phoenix, AZ 85085

860.378.4556
contact@obstaclebuilders.com

Invoice EXMNT25

7/18/2025

Yearly Expert Maintenance Program

Description	Totals
O-Course Expert Maintenance (2 Visits) <ul style="list-style-type: none">- Maintenance #1: 90-120 days after installation- Maintenance #2: 90-120 days after Maintenance #1 <i>Twice-yearly inspection of the entire course, tightening of hardware, sanding, sealing, painting, replacement/repair of split or damaged materials, etc.</i> <i>Please Note: Expert Maintenance does not auto-renew, please contact brett@obstaclebuilders.com for renewal</i>	\$9,900
Discount	\$3,000
Total	\$6,900

Payments via wire transfer or ACH are preferred. *Please contact kristen@triphx.com for account information.*

Check payment to TRI PHX LLC, 1836 W Straight Arrow Ln, Phoenix, AZ 85085



TRI PHX LLC dba Obstacle Builders
1836 W Straight Arrow Ln
Phoenix, AZ 85085

860.378.4556
contact@obstaclebuilders.com

SBA WOSB ID#: 9EDX9 • SAM#: YSWVK8AP9MQ4 • CAGE#: 9EDX9 • DUNS# 839202772

Welcome to Obstacle Builders

Operations: Brett Stewart (860) 378-4556, brett@obstaclebuilders.com

Accounts: Kristen Stewart (203) 470-0602, kristen@triphx.com

Welcome to the Obstacle Builders family! We'll be creating a course on your property soon, below is a list of required elements for you before, during, & after your construction.

Overview: PLEASE read through and complete the following to ensure the safety of our builders as well as providing you the best possible finished product. Keep in mind that there are dozens of factors that go into successful construction and a *client's knowledge, support, and communication is imperative to the process*. Our crews are like family to us, so please also understand that while they are the best in the business they are humans too.

Preparation:

1. *All permits, approvals, or land variances for usage related to an installed permanent or temporary obstacle course is the sole responsibility of the client. Ground-based obstacle courses are normally exempt from regulatory enforcement (See Appendix A), however, any and all requirements for permits or inspection by any regulatory authority is the sole responsibility of the client.*

2. (Now) Please take photos of the area where the obstacles will be located and the surrounding area showing access points where we can enter with a full-size truck and 20' trailer. We will also need access 10-20' around each obstacle to move materials and auger holes with a tracksteer. Email the photos and answers to the questions below to brett@obstaclebuilders.com.
 - a. Please provide any information on the ground conditions - rocky, clay, sand, etc. so our crew can prepare with the proper equipment.
 - b. Are there any gates or fences? If so, please provide the size of gates.
 - c. Is the area secure (fencing, security, cameras, etc.) for equipment to be safely left overnight?
 - d. How far is the nearest water spigot and electrical connection from the obstacles? We will need access to water for mixing concrete.
 - e. Please indicate an area where building materials and equipment can be dropped off ahead of time that is safe and secure along with an appropriate contact person.
3. (5-10 days before build) A SafeDig / 811 MUST be done 5-10 days before our crew arrives and the entire area must be clearly marked with paint and flags for any/all services and underground irrigation. Our crews are not responsible for ANY damage to anything buried or obscured that is not clearly marked, and any damage to structures, services, equipment, or injury to individuals is the client's sole responsibility. This also includes any additional charges that may be incurred by extending or modifying the build in any way.

Access:

1. What are the times that our crews are able to start in the morning and end at night? Are there any restrictions based on time, access or noise?
2. Is there any on-site lighting to illuminate the areas where our crews will be working?
3. How far is the nearest lumber/hardware store like Lowes or Home Depot?
4. Are restrooms available and open for our crews to use during the build?
5. Is there a dumpster on-site for our crews to use for trash & cleanup?

6. Please provide our crews with the appropriate contact and cell phone of any groundskeeper / security / or contact person who will be readily available if there are any questions, access needs, or emergencies.
7. (Optional If there is lodging on-site) Will the crew need to bring linens, pillows, or any additional toiletries?

Element Maintenance:

Please read your contract for the ongoing Element Maintenance required to keep your course in top shape and your participants as safe as possible. Obstacle Builders highly recommends our bi-annual **Expert Maintenance Program** to sand and seal wooden surfaces and tighten and inspect all hardware. *Please see **Expert Maintenance Program** for more details.* Ropes should be replaced every 18-24 months or sooner if left installed year-round during inclement or excessively hot or humid weather.

Existing Surfaces:

Elements will be installed over existing terrain, placed and positioned expertly to avoid existing hazards or changes in elevation. Final positioning of obstacles will most likely differ slightly from any rough layouts or maps provided as the existing terrain dictates. CONTACT must be available during walk-through and layout of elements to approve proper positioning.

PLEASE NOTE: Driving over wet areas during construction WILL cause ruts and grass damage. Our team will do their best to mitigate damage and remediate after leaving, but there will be some amount of grass damage in areas of construction traffic that will require additional repair.

Impact Attenuation:

Defined as: A device, material, or system designed to prevent injury to persons by absorbing impacts and/or catching falls.

Is not provided unless specifically listed in your Contract. Sand, Rubber Mulch, Crash Mats, and Safety Nets are recommended for specific elements while the

majority of o-course clients choose to have elements installed over existing surfaces such as grass, sand, or dirt.

Nationwide Travel:

Our crews will arrive in a timely fashion, as we do travel all over the country there can occasionally be some rescheduling needed and you will be aware if there are any changes needed. Weather always plays a factor in our builds, so if you haven't seen rain or snow in a while, rest assured there will be some nasty weather as soon as we show up. Please feel free to communicate directly with the team while on-site, they are the best in the business at creative solutions and understand that *EVERY build requires some level of change or adjustments that must be made on the fly.*

If any problems arise please feel to contact us at our home office in Phoenix, AZ.

Sincerely,

Kristen & Brett Stewart

Kristen & Stewart

A stylized, handwritten signature in black ink, appearing to be a combination of the letters 'K' and 'S' with a long horizontal stroke extending to the right.



TRI PHX LLC *dba Obstacle Builders*
1836 W Straight Arrow Ln
Phoenix, AZ 85085

860.378.4556
contact@obstaclebuilders.com

SBA WOSB Women-Owned Small Business ID: 9EDX9

1/20/2025

TRI PHX LLC SAM#: YSWVK8AP9MQ4

Dun & Bradstreet DUNS# 839202772

Sole Source Fabricator - Obstacle Courses

This letter is to confirm that Obstacle Builders' military-grade Obstacle Courses are a sole source product, manufactured, sold and distributed exclusively by TRI PHX LLC dba Obstacle Builders. No other nationwide full-time challenge course manufacturer makes a similar or competing product. This product must be purchased directly by institutions from Obstacle Builders at the address listed above. There are no agents or dealers authorized to represent this product at a reduced price.

There are no other like item(s) or product(s) available for purchase that would serve the same purpose or function for the above named item and product due to our exclusive domain experience and years of developing unique fabrication and installation methods.

If you desire any additional information at all please contact me at *brett@obstaclebuilders.com* or (860) 378-4556.

Sincerely,

Brett E. Stewart, *Operations*

TRI PHX LLC dba Obstacle Builders

Appendix A

DEPARTMENT OF LABOR AND EMPLOYMENT Division of Oil and Public Safety

AMUSEMENT RIDES AND DEVICES REGULATIONS - 7 CCR 1101-12 8/26/2024

ARTICLE 1 GENERAL PROVISIONS

Section 1-1 Basis and Purpose

This regulation is promulgated to establish reasonable standards for the construction, inspection, operation, repair and maintenance of Amusement Rides and Devices located in Colorado in the interest and safety of the general public, to establish financial standards for the operation of Amusement Rides and Devices in a public setting and to provide for a Registration process for Amusement Rides and Devices.

Section 1-4 Scope

These rules and regulations shall apply to the construction, inspection, operation, repair and maintenance of Amusement Rides and Devices located in Colorado by any individual, corporation, company, firm, partnership, association, organization, or state or local government agency.

These rules and regulations shall not apply to:

- (A) Coin operated model horse and model rocket rides, mechanical horse or bull rides, and other coin activated or self-operated arcade devices that do not require a restraint system.
- (B) Playground equipment that meets the relevant ASTM standards listed in section 1.4.1 of the U.S. Consumer Product Safety Commission's Public Playground Handbook – Publication #325 (November 2010).
- (C) Live animal rides or live animal shows.
- (D) Sports and physical fitness devices and elements located in educational facilities, schools, gymnasiums, sport and public entity recreational facilities, or other facilities solely devoted to sport, education, training and instruction, as long as at least one of the following conditions is met:
 - (1) Staff or the facility are licensed or certified by a recognized governing association and patrons are instructed for the purpose of learning, developing a skill, fitness, or gaining competency in a sport.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-208-137

Title: LearnKey MS and HS Universal License

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

Agenda Item Categories:

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

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

☐ N/A - One Time Purchase

Contract Value: \$ 59,100.00

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

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

Rationale/Reason

LearnKey is a Learning Management System that focuses on all areas of Industry Certification for students. LearnKey is utilized in classroom instruction to prepare for Industry Certification exams.

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

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

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

Contractor Name: Certiport Inc
Address: 5601 Green Valley Drive
Bloomington, MN 55437
Phone: 888-999-9830
Email: michele.thomas@pearson.com
Vendor ID: V-32216

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
CERTIPORT, A BUSINESS OF NCS PEARSON

THIS AGREEMENT (hereinafter ~~"Agreement"~~) is made and entered into this 1st day of September, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and CERTIPORT, A BUSINESS OF NCS PEARSON, 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 August 1, 2025, and end July 31, 2026. The parties reserve the right to extend this Agreement for a specified period by written amendment.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$59,100 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 relating to the financial transaction outlined in this contract.
 - 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 follow all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to the financial transactions outlined in this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
 - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
 - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress achieved to the date of termination will be due and payable to the Contractor.
8. 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 financial records 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 Board 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 Board Data gathered because of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such Board Data 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 from Education Records, 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) to the extent that Contractor received Board Data and Personally Identifiable Student Information from Education Records, 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, and to the extent that Board Data and Personally Identifiable Student Information from Education Records is received 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 Board Data and Personally Identifiable Student 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 Board Data and Personally Identifiable Student Information from Education Records 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.

To the extent that it is received, 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 Student Information from Education Records 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.

To the extent that it is received, 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 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 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 Board Data 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 Board Data will be disclosed only to employees of the agency who have a need to access the Board Data in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, Board Data will not be disclosed except as allowed by the laws; and
- Safeguard the Board Data through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect the Board Data in accordance with FERPA's privacy requirements and that all shared Board Data 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 Board Data is safeguarded in accordance with the terms of this Agreement.

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

Notwithstanding anything aforementioned, neither Personally Identifiable Student Information from Education Records nor Board Data are included within Examination Data. Examination Data is defined as any and all information that end users have consented for Contractor to use and retain, including any and all information collected by Contractor during the registration and examination of an end user, which is done with the consent of an eligible end user, or, if the end user is under the age of 18, with the consent of an end user's parent or legal guardian.

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: To the extent applicable, 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: Michele Thomas, Direct/Field Sales Representative
5601 Green Valley Dr., Bloomington, Minnesota, 55437
- Board Project Contact: William M. Hunt, Executive Director, Career Technical and Adult Education, Pinellas County Schools
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
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 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, and the Certiport Authorized Test Center 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 its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
- (iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d. Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d., Contractor is liable for all costs associated with School Board because of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
_____, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

CERTIPOINT, A BUSINESS OF NCS PEARSON]

Hailey Carew
Hailey Carew [Aug 19, 2025 13:21:49 CDT]

By: Krista Ketchmark
Krista Ketchmark, VP, Certiport

Date: 08/19/2025

Approved as to Form:

Dewitt Kopsch
Office of School Board Attorney

Attachment A: 3 pages that follow include Certiport Price Quote for LearnKey District License, Terms and Conditions

CERTIPORT®

A PEARSON VUE BUSINESS

Prepared By Michele Thomas
 Email michele.thomas@pearson.com
 Created Date 8/19/2025
 Expiration This quote is valid until 09/16/2025
 Quote Number 00175502
 Certiport ID 90019794

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc.
 1633 W. Innovation Way, 5th Floor
 Lehi, UT 84043
 USA

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

michele.thomas@pearson.com

Bill To Name Pinellas County Schools
 Bill To School Board of Pinellas County
 Accounts Payable Department
 PO Box 2942
 Largo, FL 33779
 USA

Ship To Name Pinellas County Schools
 Ship To 301 4th Street SW
 Attn: Steve Plummer (Business Tech & CTAE)
 Largo, FL 33770
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1106770	Middle School (LearnKey) Universal License, Complete Catalog Access, volume purchase, K12 (GMetrix platform)	21.00	\$1,300.00	\$27,300.00
1106770	High School (LearnKey) Universal License, Complete Catalog Access, volume purchase, K12 (GMetrix platform)	15.00	\$2,120.00	\$31,800.00

** All licenses expire on July 31, 2026.

Grand Total \$59,100.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

Prepared By	Michele Thomas
Email	michele.thomas@pearson.com
Created Date	8/19/2025
Expiration	This quote is valid until 09/16/2025
Quote Number	00175502
Certiport ID	90019794

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this



A PEARSON VUE BUSINESS

Prepared By	Michele Thomas
Email	michele.thomas@pearson.com
Created Date	8/19/2025
Expiration	This quote is valid until 09/16/2025
Quote Number	00175502
Certiport ID	90019794

Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-208-138

Title: Curriculum Associates i-Ready,
Toolbox, and Professional Learning

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: 8/11/25 thru 8/11/26

☐ N/A - One Time Purchase

Contract Value: \$ 220,887.50

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

I-Ready is a research-based online program designed for middle school core curriculum to support and accelerate students' reading growth. The program offers personalized learning paths, progress tracking, and clear, systematic literacy instruction.

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: Carrie Greetham
Title: 6-8 Language Arts Specialist

Buyer: Barbara Molfetta
Purchasing Analyst

Contractor Name: Curriculum Associates LLC
Address: 153 Rangeway Road
North Billerica, MA 01862
Phone: 800-225-0248
Email: orders@cainc.com
Vendor ID: V-29882

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
CURRICULUM ASSOCIATES, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 9 day of September, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and CURRICULUM ASSOCIATES, LLC (hereinafter "Contractor").

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

1. Term of Project: The project period will begin August 11, 2025 (pending School Board Approval), and end August 11, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment, mutually agreed upon by both parties.
2. Scope of Work: The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (must be greater than \$50,000.00): The School Board agrees to pay the Contractor \$220,887.50 for full and satisfactory performance of services under this Agreement. When the services include annual subscriptions to hosted software solutions, performance shall occur upon the School Board receiving access to such software. The following terms shall govern payments:
 - a) Payment in full will be made within 30 days after receipt of invoice.
 - b) Contractor will submit an invoice within 10 days following the receipt of a School Board purchase order.
 - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - d) Contractor shall provide, upon written request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - e) All invoices 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 in writing 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 without cause, the School Board may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, School Board may request a refund for unused services within 90 days of purchase date. After 90 days, School Board's non-print products and Professional Learning purchase shall be final and no refunds are available. In case of termination with cause, the Agreement may be terminated upon written request, and a pro-rata refund will be issued.
8. Intellectual Properties: The work products produced under this Agreement for the sole benefit of the School Board 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 developed under this Agreement. For the avoidance of doubt, nothing in this Agreement will grant the School Board ownership of Contractor's proprietary software solutions and/or related training materials.
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, third-party 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 and receipt of a written request from the School Board, 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, with the exception of backups which are automatically deleted over time in accordance with Contractor's data retention and destruction policies.

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 applicable 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 as necessary to perform the services under the Agreement. Upon termination of the Agreement and receipt of a written request from the School Board, Contractor shall erase, destroy, or render unreadable all PCS data (hereafter personally identifiable student information and PCS data shall be referred to as "Board 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, with the exception of backups, as noted above. For the avoidance of doubt and for the purposes of this Agreement, "personally identifiable information", "PCS data" and "Board data" shall not include De-identified Data as defined by FERPA.

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 confirmed 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 assist the School Board in their 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 third-party 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 recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service per this Agreement 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 standard 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 Board data 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 Board data 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 Board data 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 third-party complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Board, or payment of any and all actual 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 applicable 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:

John Sipe, Jr., Executive Vice President
153 Rangeway Road
North Billerica, MA 01862
*Legal Notices sent to Attn: General Counsel

Board Project Contact:

Carrie Greetham, 6-8 Language Arts Specialist
P.O. Box 2942
Largo, FL 33779-2942

Board Administrative Contact:

Carrie Greetham, 6-8 Language Arts 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., The contract may be terminated upon written request within 90 days of license activation and a pro-rata refund will be issued.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Laura Hine, Chairperson

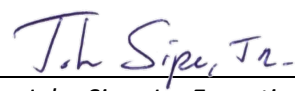
Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:



CURRICULUM ASSOCIATES, LLC

By: 
John Sipe, Jr., Executive Vice President

Date: 8/8/2025

Approved as to Form:


Office of School Board Attorney

FUNDING SOURCE: Referendum Dollars

Curriculum Associates®

Prepared For:

Meghan Frye
Pinellas County Schools
301 4th St Sw,
Largo, FL 33770

8/4/2025

Dear Meghan Frye,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026 Quote ID: 402371.5 Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	\$120,750.00	\$108,675.00
Toolbox	\$56,250.00	\$47,812.50
Professional Learning	\$65,400.00	\$64,400.00
List Total:		\$242,400.00
Savings:		\$21,512.50
Shipping/Tax/Other:		\$0.00
Total:		\$220,887.50

Thank you again for your interest in Curriculum Associates.

Sincerely

Shari Tomlinson
(813) 576-9273
stomlinson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 402371.5

Date: 8/4/2025

Quote Valid through: 12/31/2025

Prepared For:

Meghan Frye
Pinellas County Schools
301 4th St Sw,
Largo, FL 33770
fryem@pcsb.org

Your Representative:

Shari Tomlinson
(813) 576-9273
stomlinson@cainc.com

Azalea MS 7855 22nd Ave N, St Petersburg, FL 33710

Total Building Enrollment: 684, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 501-800 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35073.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	200	\$35.00	\$31.50	\$6,300.00
Subtotal:						\$9,768.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,768.00

Bay Point MS 2151 62nd Ave S, St Petersburg, FL 33712

Total Building Enrollment: 655, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 501-800 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35073.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	185	\$35.00	\$31.50	\$5,827.50
Subtotal:						\$9,295.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,295.50

Calvin Hunsinger School 1863 N Betty Ln, Clearwater, FL 33755

Total Building Enrollment: 136, Grade Range:

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	35	\$35.00	\$31.50	\$1,102.50
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	35	\$10.00	\$8.50	\$297.50
Subtotal:						\$1,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,400.00

Carwise MS 3301 Bentley Dr, Palm Harbor, FL 34684

Total Building Enrollment: 957, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	120	\$35.00	\$31.50	\$3,780.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	120	\$10.00	\$8.50	\$1,020.00
Subtotal:						\$4,800.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,800.00

Chi Chi Rodriguez Academy 3030 N McMullen Booth Rd, Clearwater, FL 33761

Total Building Enrollment: 76, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	100	\$35.00	\$31.50	\$3,150.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	100	\$10.00	\$8.50	\$850.00
Subtotal:						\$4,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,000.00

Clearwater Fundamental MS 1660 Palmetto St, Clearwater, FL 33755

Total Building Enrollment: 755, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	50	\$35.00	\$31.50	\$1,575.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	50	\$10.00	\$8.50	\$425.00
Subtotal:						\$2,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,000.00

Clearwater IS 1220 Palmetto St, Clearwater, FL 33755

Total Building Enrollment: 104, Grade Range: 5 - 9

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	50	\$35.00	\$31.50	\$1,575.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	50	\$10.00	\$8.50	\$425.00
Subtotal:						\$2,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,000.00

Disston Academy for P+E 5125 11th Ave S, Gulfport, FL 33707

Total Building Enrollment: 48, Grade Range: 6 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	50	\$35.00	\$31.50	\$1,575.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	50	\$10.00	\$8.50	\$425.00
Subtotal:						\$2,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,000.00

Dunedin Highland MS 70 Patricia Ave, Dunedin, FL 34698

Total Building Enrollment: 868, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 801-1200 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35074.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	145	\$35.00	\$31.50	\$4,567.50
Subtotal:						\$8,868.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,868.50

East Lake MS-Acad Engineering 1200 Silver Eagle Dr, Tarpon Spgs, FL 34688

Total Building Enrollment: 388, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	15	\$35.00	\$31.50	\$472.50
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	15	\$10.00	\$8.50	\$127.50
Subtotal:						\$600.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$600.00

James B Sanderlin IB World Sch 2350 22nd Ave S, St Petersburg, FL 33712

Total Building Enrollment: 816, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	40	\$35.00	\$31.50	\$1,260.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	40	\$10.00	\$8.50	\$340.00
Subtotal:						\$1,600.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,600.00

John Hopkins MS 701 16th St S, St Petersburg, FL 33705

Total Building Enrollment: 791, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 501-800 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35073.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	175	\$35.00	\$31.50	\$5,512.50
Subtotal:						\$8,980.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,980.50

Largo MS 155 8th Ave Se, Largo, FL 33771

Total Building Enrollment: 780, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 501-800 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35073.0	1	\$4,080.00	\$3,468.00	\$3,468.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	160	\$35.00	\$31.50	\$5,040.00
Subtotal:						\$8,508.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,508.00

Lealman Innovation Academy 4900 28th St N, St Petersburg, FL 33714

Total Building Enrollment: 196, Grade Range: 5 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 200 or fewer students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35070.0	1	\$1,290.00	\$1,096.50	\$1,096.50
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	125	\$35.00	\$31.50	\$3,937.50
Subtotal:						\$5,034.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,034.00

Madeira Beach Fund School 591 Tom Stuart Causeway, Madeira Beach, FL 33708

Total Building Enrollment: 1334, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	50	\$35.00	\$31.50	\$1,575.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	50	\$10.00	\$8.50	\$425.00
Subtotal:						\$2,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,000.00

Mangrove Bay MS 501 62nd Ave N, St Petersburg, FL 33702

Total Building Enrollment: 435, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	50	\$35.00	\$31.50	\$1,575.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	50	\$10.00	\$8.50	\$425.00
Subtotal:						\$2,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$2,000.00

Meadowlawn MS 6050 16th St N, St Petersburg, FL 33703

Total Building Enrollment: 801, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 801-1200 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35074.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	175	\$35.00	\$31.50	\$5,512.50
Subtotal:						\$9,813.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,813.50

Morgan Fitzgerald MS 6410 118th Ave, Largo, FL 33773

Total Building Enrollment: 971, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	205	\$35.00	\$31.50	\$6,457.50
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	205	\$10.00	\$8.50	\$1,742.50
Subtotal:						\$8,200.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,200.00

Oak Grove MS 1370 S Belcher Rd, Clearwater, FL 33764

Total Building Enrollment: 762, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	210	\$35.00	\$31.50	\$6,615.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	210	\$10.00	\$8.50	\$1,785.00
Subtotal:						\$8,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,400.00

Osceola MS 9301 98th St, Seminole, FL 33777

Total Building Enrollment: 986, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	210	\$35.00	\$31.50	\$6,615.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	210	\$10.00	\$8.50	\$1,785.00
Subtotal:						\$8,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,400.00

Palm Harbor MS 1800 Tampa Rd, Palm Harbor, FL 34683

Total Building Enrollment: 1040, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	130	\$35.00	\$31.50	\$4,095.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	130	\$10.00	\$8.50	\$1,105.00
Subtotal:						\$5,200.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,200.00

Palm Shores - Hospital Homebound 124 37th Ave E, Bradenton, FL 34208

Total Building Enrollment: 207, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	5	\$35.00	\$31.50	\$157.50
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	5	\$10.00	\$8.50	\$42.50
Subtotal:						\$200.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$200.00

Pinellas County Schools 301 4th St Sw, Largo, FL 33770

Total Building Enrollment: 60594, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning Add On Leadership Session AY 25-26	Multiple	38631.0	2	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 25-26	Multiple	38558.0	28	\$2,300.00	\$2,300.00	\$64,400.00
Subtotal:						\$64,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$64,400.00

Pinellas Park MS 6940 70th Ave N, Pinellas Park, FL 33781

Total Building Enrollment: 1018, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 801-1200 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35074.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	270	\$35.00	\$31.50	\$8,505.00
Subtotal:						\$12,806.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,806.00

Richard L Sanders School 5025 76th Ave N, Pinellas Park, FL 33781

Total Building Enrollment: 91, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	30	\$35.00	\$31.50	\$945.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	30	\$10.00	\$8.50	\$255.00
Subtotal:						\$1,200.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$1,200.00

Safety Harbor MS 901 1st Ave N, Safety Harbor, FL 34695

Total Building Enrollment: 977, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	170	\$35.00	\$31.50	\$5,355.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	170	\$10.00	\$8.50	\$1,445.00
Subtotal:						\$6,800.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,800.00

Seminole MS 8701 131st St, Seminole, FL 33776

Total Building Enrollment: 766, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	110	\$35.00	\$31.50	\$3,465.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	110	\$10.00	\$8.50	\$935.00
Subtotal:						\$4,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,400.00

Tarpon Springs MS 501 N Florida Ave, Tarpon Spgs, FL 34689

Total Building Enrollment: 626, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	110	\$35.00	\$31.50	\$3,465.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	110	\$10.00	\$8.50	\$935.00
Subtotal:						\$4,400.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,400.00

Thurgood Marshall Fundmntl MS 3901 22nd Ave S, St Petersburg, FL 33711

Total Building Enrollment: 790, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	80	\$35.00	\$31.50	\$2,520.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	80	\$10.00	\$8.50	\$680.00
Subtotal:						\$3,200.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$3,200.00

Tyrone MS 6421 22nd Ave N, St Petersburg, FL 33710

Total Building Enrollment: 822, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$0.00	\$0.00	\$0.00
Teacher Toolbox Access Florida ELA Per Site 801-1200 students 1 Year - Includes Magnetic Comprehension + Ready Reading NCC	K-8	35074.0	1	\$5,060.00	\$4,301.00	\$4,301.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	175	\$35.00	\$31.50	\$5,512.50
Subtotal:						\$9,813.50
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,813.50

Walsingham K-8 E9099 Walsingham Rd, Largo, FL 33773

Total Building Enrollment: 348, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Compliment Professional Learning Sessions	Multiple	40124.0	1	\$500.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Reading Per Student License 1 Year	Multiple	13089.0	20	\$35.00	\$31.50	\$630.00
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	20	\$10.00	\$8.50	\$170.00
Subtotal:						\$800.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$800.00

Total

List Total:	\$242,400.00
Savings:	\$21,512.50
Merchandise Total:	\$220,887.50
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$220,887.50

Special Notes

10% discount applied to i-Ready based on scope of quote.

15% i-Ready Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.

Please make PO out to Curriculum Associates.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y31

Curriculum Associates®

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$500/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$400/shipment location
- Freight Storage \$600 /shipment location
- Freight Carrier Redelivery \$100/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-208-136

Title: The Art of Education University
Curriculum Suite

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: 9/9/25 thru 8/30/26

☐ N/A - One Time Purchase

Contract Value: \$ 146,488.86

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 Art of Education is an online platform that provides professional development opportunities and curriculum support to K-12 visual arts educators. This is a referendum funded renewal in alignment with the Art Referendum Plan.

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: Jonathan Ogle **Buyer:** Barbara Molfetta
Title: PreK-12 Visual Arts Specialist

Contractor Name: The Art of Education University
Address: 518 Main Street, Suite A
Osage, IA 50461
Phone: 515-206-9310
Email: help@theartofeducation.edu
Vendor ID: V-38030

See Attached Tabulation

25-208-136

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
THE ART OF EDUCATION UNIVERSITY, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 9th day of September 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and THE ART OF EDUCATION UNIVERSITY, LLC (hereinafter "Contractor").

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

1. Term of Project: The project period will begin September 9th, 2025, and end August 30th, 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 \$146,488.86 for full and satisfactory performance of services under this Agreement.
 - 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: Jacob Rigoli, Senior Director
518 Main Street, Suite A, Osage, IA 50461
- Board Project Contact: Jonathan Ogle, PreK-12 Visual Arts Specialist
P.O. Box 2942
Largo, FL 33779-2942
- Board Administrative Contact: Donnika Jones, Chief Academic Officer
Student and Community Support Services
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- 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:

THE ART OF EDUCATION UNIVERSITY, LLC

By: Jacob A Rigoli
[INSERT Name & Title]

Jacob Rigoli, Senior Director

Date: August 13, 2025

Approved as to Form:


Office of School Board Attorney

FUNDING SOURCE: VISUAL ARTS REFERENDUM



the art of education
UNIVERSITY

Pinellas Co Schools Curriculum Suite Renewal

Pinellas County Schools

301 4TH ST SW
Largo, FL 33770

Reference: 20250812-112146343

Quote published: August 12, 2025

Quote expires: September 11, 2025

Julie Levesque

Fine Arts Curriculum
levesquej@pcsb.org
(727) 588-6000

Jonathan Ogle

Fine Arts Curriculum
oglejo@pcsb.org
(727) 588-6000

Comments from Cindy Tolliver

Thank you for the opportunity to quote your 2025 renewal of the Curriculum Suite. I appreciate your partnership!

Products & Services

Item & Description	Quantity	Unit Price	Total
Curriculum Suite 1 Year Term PRO Learning Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	140	\$1,266.00	\$177,240.00 for 1 year
NOW Conference Single Event- Winter 2026 District NOW Conference Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.	5	\$99.00	\$0.00 after 100% discount for 1 year
One-time subtotal			\$177,240.00 after \$495.00 discount
One time bundled discount			(\$23,041.20) 13% discount
One-time loyalty discount			(\$7,709.94) 5% discount
Total			\$146,488.86

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

[Click here](#) to review our contract terms and conditions. [Click here](#) to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-785-135

Title: Berckemeyer Consulting Professional Development

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

Agenda Item Categories:

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

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

☐ N/A - One Time Purchase

Contract Value: \$ 84,000.00

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

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

Rationale/Reason

Berckemeyer Consulting provides training and onsite support for the middle school targeted learning period, teacher teaming and related instructional innovations.

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

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

Requested By: Sarah Caughell **Buyer:** Barbara Molfetta
Title: Senior Coordinator, Strategic Planning and Policy Purchasing Analyst

Contractor Name: Berckemeyer Consulting Group
Address: 200 Quebec Street #300-111
Denver, CO 80230
Phone: 303-720-0547
Email: info@jackberckemeyer.com
Vendor ID: V-41776

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
JACK BERCKEMEYER CONSULTING GROUP

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 9th day of September, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and JACK BERCKEMEYER CONSULTING GROUP (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: The School Board agrees to pay the Contractor \$84,000 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Title II grant by the federal government. 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.

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15. Contact Persons: The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact: Jack Berckemeyer, President (or CEO)
200 Quebec Street #300-111
Denver, CO 80230
- Board Project Contact: Donnika Jones, Chief Academic Officer
P.O. Box 2942
Largo, FL 33779-2942
- Board Administrative Contact: Coral Marsh, Director, Special Projects
Student and Community Support Services
P.O. Box 2942
Largo, FL 33779-2942
16. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
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 - 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.

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23. E-Verify

- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
- b. Subcontractors
 - (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Laura Hine, Chairperson

Date: _____

Attest: _____
Kevin K. Hendrick, Superintendent

Witness:

Hedrick D. Roark

JACK BERCKEMEYER CONSULTING GROUP

By: Jack C. Berck
Consultant

Date: August 6, 2025

Approved as to Form:

Dmit Kopylov
Office of School Board Attorney

PROJECT REFERENCE: Middle School Experience

FUNDING SOURCE: Title II



Pinellas County Schools
201 4th St., SW
Largo, FL 33770

Revised Proposal for the 2025-26 School Year

Berckemeyer Consulting Group is pleased to submit this proposal to Pinellas County Schools for the 2025-26 school year. This proposal includes continued professional development to all 23 middle schools to implement effective elements of teaming in 6th grade.

Proposed:

Three visits during the school year for a total of 28 days:

Note: dates may fluctuate:

September 10-18, 2025	(7 days)
November 3-4, 2025	(2 days)
November 10-20, 2025	(9 days)
March 2-13, 2026	(10 days)

Total of 28 days at \$3,000/day = \$84,000

Additional:

2 free days will be added as needed.

Note: This proposal reflects a reduction in days (44 days originally), a reduced rate (originally \$3,400), plus 2 free days if needed.

It is my hope that Pinellas would be willing to write an article on their teaming process/progress and be willing to present for the Association of Middle Level Education at one of their conferences on the same topic.

A handwritten signature in black ink that reads "Jack C. Berckemeyer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jack Berckemeyer 614-563-9974
Educator, Author, Humorist and Consultant

Submitted on August 15, 2025.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-075-129

Title: Hunter Wheel Alignment System
Ultimate ADAS

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: thru ☒ N/A - One Time Purchase

Contract Value: \$ 98,021.45

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

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

Rationale/Reason

Utilizing Sourcewell Contract #0121223-MRL to purchase the Hunter Wheel Alignment System Ultimate ADAS machine is required to replace an outdated machine and bring the program equipment to current industry standard.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Pinellas Technical College
Title: Director, Purchasing Department St. Pete Campus

Requested By: Jason Shedrick **Buyer:** Angelo Molfetta, NIGP-PPA
Title: Director of Pinellas Technical College St. Pete Purchasing Analyst

Contractor Name: Mohawk Lifts LLC.
Address: 65 Vroom Ave
PO box 110
Amsterdam, New York 12010
Phone: 800-833-2006 x7777
Email: orders@mohawklifts.com
Vendor ID: 39605

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
800-833-2006



For purchase of Hunter equipment using:



SW - NEW Contract #
121223-MRL
Valid: 02/07/2024 - 02/12/2029

All quoted equipment has been Competitively Bid and Competitively Awarded on SW - NEW Contract # 121223-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

PREPARED FOR
Keith Whiteley Pinellas Technical College 901 34th St S SAINT PETERSBURG, FL 33711 (727) 893-2500 whiteleyk@pcsb.org

QUOTE NUMBER	QUOTE DATE
Pinellas.UAD145.080425	8/4/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through: Sept 19, 2025	

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
UAD145	Ultimate ADAS in Red with 32" Monitor. Includes ADASLink, sensors, cabinet, standard accessories, and universal targets. See spec sheet for additional details.	1	\$ 89,645.73	\$ 70,007.32	\$ 70,007.32
ADASLink	ADASLink Scan Tool ~ Includes Full Diagnostic Scan Tool, Dock, Carrying Case, 1 Year Diagnostic Subscription.	-1	\$ 5,116.00	\$ 3,995.25	\$ (3,995.25)
20-4028-1	Complete Honda / Acura Target Kit for Ultimate ADAS~. Forward Facing (20-3925-1, IDs: #2, #4, #6, #8), Surround View (20-3935-1, IDs: #301, #302, #303), Lane Watch (20-3969-1, ID: #300), and BSI Targets (20-4027-1, ID: #322)	1	\$ 6,929.56	\$ 5,411.52	\$ 5,411.52
20-4029-1	Full Toyota / Lexus Target Kit for Ultimate ADAS~ - Toyota Forward Facing Targets (20-3926-1) and Toyota Surround View Targets (20-3936-1)	1	\$ 5,617.89	\$ 4,387.19	\$ 4,387.19
20-3927-1	OEM Approved!!! Nissan / Infiniti Forward Facing Target for Ultimate ADAS. Target IDs #20, #22, #24, #40	1	\$ 3,909.95	\$ 3,053.41	\$ 3,053.41
20-3937-1	OEM Approved!!! Nissan / Infiniti Surround View Floor Mat Targets for Ultimate ADAS~. Target IDs #313, #323.	1	\$ 2,563.16	\$ 2,001.66	\$ 2,001.66
20-3941-1	Ford / Lincoln Surround View Targets for Ultimate ADAS~. Target ID #318. Made to full OE specifications.	1	\$ 2,788.88	\$ 2,177.93	\$ 2,177.93
20-3940-1	GM / Cadillac / Buick Surround View Target for Ultimate ADAS~. Target ID #317. Made to full OE specifications.	1	\$ 808.82	\$ 631.64	\$ 631.64
20-4109-1	Complete VW / Audi / Porsche Kit, including Surround View Targets (20-3938-1) and Forward Facing Targets (20-3928-1)	1	\$ 3,723.73	\$ 2,907.98	\$ 2,907.98
20-4107-1	OEM Approved!!! Complete Subaru Kit Including Surround View Targets (20-4083-1) and Forward Facing Targets (20-3931-1).	1	\$ 5,942.67	\$ 4,640.83	\$ 4,640.83
20-4106-1	Complete Hyundai / KIA / Genesis Kit including Forward facing Targets (20-3929-1), Surround View Targets (20-3939-1), Large Corner Cube (20-4104-1) and Small Corner Cube (20-4105-1)	1	\$ 3,770.76	\$ 2,944.71	\$ 2,944.71
20-4108-1	Complete Mazda Kit - Includes Mazda Forward Facing Targets (20-3930-1), Small Mazda Corner Cube (20-4104-1), and Mazda Surround View Targets (20-4084-1)	1	\$ 4,933.21	\$ 3,852.51	\$ 3,852.51

This quotation is continued on the following page

MIA

v6.25.1



Sourcewell 
Awarded Contract

[illegible]

TOTAL	\$ 98,021.45
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PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: September 9, 2025

Contract No: 24-968-033

Title: Maintenance and Cleaning of
Retention Ponds, Ditches and Swales

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

Agenda Item Categories:

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

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

Contract Value: \$450,000.00

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

Renewal Options:

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

Rationale/Reason

This contract secures firm pricing for the maintenance and cleaning of retention ponds, ditches, and swales.

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

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

Requested By: Michael Hewett **Buyer:** Hope Olda
Title: Director, Maintenance Department

Contractor Name: All Around Maintenance and Rehab II, LLC
Address: 12900 Starkey Road, Unit 3
Largo, FL 33773
Contact: Herman Anderson
Phone: 727-455-2284
Email: allaroundmaint.rehab2@gmail.com
Vendor ID: V-41629

ALL AROUND MAINTENANCE AND REHAB II, LLC

ITEM	EQUIPMENT ITEM	UNIT COST PER HOUR
1	Menzi or Spyder with operator.	\$250.00
2	Slope Mower	\$250.00
3	Busch Hog	\$110.00
4	Line Trimmer	\$55.00
5	Dump Truck	\$160.00
6	Herbicide Application	\$275.00
7	MES Mitered End Section Cleanout	\$55.00
8	MES Mitered End Section repairs	\$55.00
9	Tree Removal (< 6")	\$60.00
10	Grading	\$225.00
11	General Site Cleaning	\$55.00
12	Tree Trimming/Brush line Trimming	\$55.00
13	Vegetation Extraction	\$250.00
14	Emergency Response (Fixed Fee Additional Charge Per Event)	\$2500.00
15.	Mobilization Charge	\$625.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 24-968-101

Title: Window Film Materials and Installation

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

Agenda Item Categories:

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

Contract Period: 05/13/25 thru 05/13/26 ☐ N/A - One Time Purchase

Contract Value: \$ 900,000.00

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 bid was board-approved on May 13, 2025, for \$500,000. This request to increase the Window Film Materials and Installation contract by \$400,000 is for the additional security measure mandated by the state of Florida for all student-occupied rooms throughout the district. The security film reinforces the window, making it more difficult for intruders to gain access to facilities.

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

INTERNATIONAL ENERGY SAVERS OF CENTRAL FLORIDA, INC.

This invitation to bid is to select a Company that will furnish all materials, labor, supervision and equipment necessary for the removal, disposal of the old window film and to install new window film. Bidders shall provide a current Florida Business License for window film installation services.

1. 3M Ultra Night Vision 8mil Tinted 25 Inver woven 210 Micron Film or equivalent	\$.06 per sq. inch
3MTM Scotch shield Ultra Night Vision S25 is a combined solar and safety window film consisting of a multilayered tear-resistant safety film combined with a high performing solar control Night Vision film.	
Interior reflected 7%, exterior reflected 19% and transmitted 24%.	
Solar security film-25%VLT	
Polyester with scratch resistant coating	
3M Platinum Warranty 14 years	
Installation by 3M Premier Elite Dealer and 3M Certified security film installer or approved vendor.	
2. 3M S800 Ultra Clear 8mil security film or equivalent	\$.06 per sq. inch
3M Scotch shield Safety and Security Window Film, Ultra S800	
3.2 Film Properties; Tensile Strength (ASTM D882)	
Base Film: 32,000 psi (MD)/ 32,000 psi(TD)	
Coated Film: 32,000 psi (MD)/32,000 psi (TD)	
3M Platinum Warranty 14 years	
Installation by 3M Premier Elite Dealer and 3M Certified security film installer or approved vendor.	
3. 3M One Way 8 mil Mirror film or equivalent	\$.05 per sq. inch
3M One Way Mirror film 8 mil solar control film	
Visible light transmittance 18%	
Interior reflectivity 62%	
3M Warranty 5 years	
Installation by 3M Premier Elite Dealer and 3M Certified security film installer or approved vendor	
4. 3M Impact Protective Adhesive IPA or equivalent	\$.42 per linear inch
3M Impact Protective Adhesive IPA	
1/2" bead of IPA structural caulk attaching framing system to window film system.	
Ultimate Tensile Strength ASTM D0412 psi (Mpa) 380 (2.62)	

Cure time 3-7 days	
3M Warranty 15 years	
Installation by 3M Premier Elite Dealer and 3M Certified	
security film installer or approved vendor.	
Labor Rate	\$ 25.00 per hr.
Repair including materials	
48 hours response and repair.	
No additional trip charge cost.	
Repair by 3M Premier Elite Dealer and 3M Certified	
security film installer or approved vendor.	

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-CR-038

Title: Tree Trimming and Removal 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: 4/22/25 thru 4/21/26

☐ N/A - One Time Purchase

Contract Value: \$ 1,200,000.00

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

Renewal Options:

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

Rationale/Reason: T

This contract was board-approved on April 22, 2025, for \$600,000. This request to increase the Tree Trimming and Removal Services contract by \$600,000 is made to ensure adequate tree trimming and removal throughout the district, given recent weather conditions. These services are crucial for maintaining safe grounds and protecting district facilities from damage.

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

For: Countywide

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christina DiLeonardo-Rowan

This bid has selected multiple contractors to provide all labor, materials, and equipment to trim or remove and grind stumps of shade and ornamental trees, including brush removal, at various locations, countywide, per specification.

Contractors	UOM	Gulf Coast Transfer Services	Hulk Tree Services	RKM Building Construction
Tree Felling, Trimming and Removal of Debris	Hours	\$ 50.00	\$ 40.00	\$49.00
Stump Grinding 6" below grade by average tree diameter inch and install topsoil over removed stump area	inches	\$ 0.75	\$ 0.70	\$ 0.85
Forestry Mulching	hours	\$ 50.00	\$ 40.00	\$ 225.00
Overtime charge for emergency work, hourly rate	hours	\$ 50.00	\$ 40.00	\$ 49.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-CD-059

Title: Landscaping Materials

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: 9/9/2025 – 9/8/2026

☐ N/A - One Time Purchase

Contract Value: \$ 600,000.00

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

Renewal Options:

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

Rationale/Reason:

This contract secures pricing for various landscape materials for renovation and replacement of safety surfaces for playgrounds and asphalt millings utilized to create temporary roadways for emergency vehicle access.

Bidders Solicited: 879 Bids Received: 6 Late Bids: 0 Rejected Bids: 3 ☐ 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

This Bid is awarded categories as the most responsive and responsible bidders.

Bidders	Awarded Categories
Southern Landscaping Materials	1, 3-7, 9, 10 & 16
Larry Larson's	2, 8 & 14
I Mulch FL, Inc.	15
Open market	11-13

Southern Landscaping Materials /Awarded Categories

CATEGORY 1 ASPHALT MILLINGS

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Asphalt Millings	Delivered	770	1	Cubic Yard	\$45.00	20
2	Asphalt Millings	Picked Up	200		Cubic Yard	No Bid	

CATEGORY 3 INFIELD

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Clay, Red, Infield Mix (60% clay/40% sand)	Delivered	660	1	Cubic Yard	\$89.00	18

CATEGORY 4 CRUSHED ROCK AND STONE

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Crushed Concrete #57	Delivered	550	1	Cubic Yard	\$65.00	18
2	Crushed Limestone #57	Picked Up	550		Cubic Yard	No Bid	
3	Crushed Concrete #89	Delivered	550		Cubic Yard	No Bid	
4	Crushed Limestone #89	Picked Up	550		Cubic Yard	No Bid	
5	Limestone Screening	Delivered	550	1	Cubic Yard	\$79.00	18
6	Limestone Screening	Picked Up	550		Cubic Yard	No Bid	

CATEGORY 5 RIP RAP

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Rip Rap (concrete) 4-6"	Delivered	1000	1	Cubic Yard	\$75.00	18
2	Rip Rap (concrete) 4-6"	Picked Up	240		Cubic Yard	No Bid	

CATEGORY 6 RIVER ROCK

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	River Rock (River Rock(white & brown) ¾"- 1"white & brown	Delivered	1000	1	Cubic Yard	\$250.00	18
2	River Rock (River Rock(white & brown) ¾"- 1"white & brown	Picked Up	240	1	Cubic Yard	\$250.00	1
3	River Rock(white & brown) ¾"- 1.5"	Delivered	1000	1	Cubic Yard	\$250.00	18
4	River Rock(white & brown) ¾"- 1.5"	Picked Up	240	1	Cubic Yard	\$250.00	1

CATEGORY 7 CYPRESS MULCH

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Cypress Mulch	Delivered	1000	1	Cubic Yard	\$36.00	20
2	Cypress Mulch	Picked Up	240	1	Cubic Yard	\$33.00	1

CATEGORY 9 OYSTER SHELL/WASHED ROAD BASE

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Oyster Shell, Washed Road Base	Delivered	500		Cubic Yard	No Bid	
2	Oyster Shell, Washed Road Base	Picked Up	500		Cubic Yard	No Bid	
3	Oyster Shell, Small Washed Road Base (1/2"-1")	Delivered	1000	1	Cubic Yard	\$75.00	18

4	Oyster Shell, Small Washed Road Base (1/2"-1")	Picked Up	1000	1	Cubic Yard	\$70.00	1
5	Oyster Shell, Large Washed Road Base (1"-1 1/2")	Delivered	500	1	Cubic Yard	\$75.00	18
6	Oyster Shell, Large Washed Road Base (1"-1 1/2")	Picked Up	500	1	Cubic Yard	\$70.00	1

CATEGORY 10 TOPSOIL

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Top Soil	Delivered	330	1	Cubic Yard	\$29.00	18
2	Top Soil	Picked Up	160	1	Cubic Yard	\$24.00	1

CATEGORY 16 PINE STRAW

Line Item	Description	Delivered or picked up	Estimated annual requirement	Quantity	Unit of Measure	Unit Cost	Minimum order delivered
1	Pine Straw	Delivered	450	1	Per Bale Size 16"x24"x48'	\$6.00	100
2	Pine Straw	Pick-up	160	1	Per Bale Size 16"x24"x48'	\$5.50	1

Larry Larson's / Awarded Categories

CATEGORY 2 BEACH SAND

	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Beach Sand, Clean (1/4" Strainer)	Delivered	500		Cubic Yard	No Bid	
2	Beach Sand, Clean (1/4" Strainer)	Picked Up	160	1	Cubic Yard	\$38.00	

CATEGORY 8 CLEAN FILL DIRT

Line Item	Description	Delivered or Picked Up	Estimated Annual Requirement	Quantity	Unit of Measure	Unit Cost	Minimum Order Delivered
1	Fill Dirt Clean (3/4" Strainer)	Delivered	450		Cubic Yard	No Bid	
2	Fill Dirt Clean (3/4" Strainer)	Picked Up	160	1	Cubic Yard	\$16.00	
3	Fill Dirt Clean (1/2" Strainer)	Delivered	450		Cubic Yard	No Bid	
4	Fill Dirt Clean (1/2" Strainer)	Picked Up	160	1	Cubic Yard	\$16.00	

CATEGORY 14 PINE BARK NUGGETS (SMALL)

	Description	Delivered or picked up	Estimated annual requirements	Quantity	Unit of Measure	Unit Cost
2	Pine Bark Nuggets (small)	Pick-up	160	1	Cubic Yard	\$32.00
3	Pine Bark Nuggets (large)	Delivered	500		Cubic Yard	No Bid
4	Pine Bark Nuggets (large)	Pick-up	160	1	Cubic Yard	\$32.00

IMULCHFL /Awarded Categories

CATEGORY 15 ENGINEERED WOOD FIBER

Line Item	Description	Delivered or picked up	Estimated annual requirements	Quantity	Unit of Measure	Unit Cost	Total
1	Engineered Wood Fiber CHIPS (Playground Surfacing Material)	Deliver & install	5400	1	Cubic Yard	\$42.75	\$42.75
2	Engineered Wood Fiber MULCH (Playground Surfacing Material)	Delivered	5400	1	Cubic Yard	\$22.00	\$22.00

Open Market/Awarded Categories

CATEGORY 11 INFIELD CONDITIONER

Line Item	Description	Delivered or picked up	Estimated annual requirement	Quantity	Unit of Measure	Unit Cost
1	Infield Conditioner, Turface MVP	Delivered	160		50 lb. Bags	No Bid
2	Infield Conditioner, Turface Pro-League	Delivered	160		50 lb. Bags	No Bid
3	Infield Conditioner, Turface Quick Dry	Delivered	160		50 lb. Bags	No Bid

CATEGORY 12 INFIELD SURFACE MATERIAL

Line Item	Description	Delivered or Picked up	Estimated annual requirement	Quantity	Unit of Measure	Unit Cost
1	Infield Surface Material (Crimson Stone)	Delivered	120		Cubic Yard	No Bid
2	Warning Track Material (Crimson Stone)	Delivered	120		Cubic Yard	No Bid

CATEGORY 13 TOP DRESSING SAND

Line Item	Description	Delivered or picked up	estimated annual requirments	Quantity	Unit of Measure	Unit Cost
1	Top Dressing Sand 90% clean sand, 10% Canadian peat	Delivered	960		Cubic Yard	No Bid
2	Top Dressing Compost Mix 1/8" minus	Delivered	960		Cubic Yard	No Bid

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-JG-056

Title: Pesticides

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 ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
Score
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension ☐ Sole Source ☐ Co-Op Bid
☐ Professional Services/Copyrighted Materials per 6A1.012 (11)* ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 09/09/25 thru 09/08/26 ☐ N/A - One Time Purchase

Contract Value: \$ 150,000.00

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

Renewal Options:

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

Rationale/Reason

This contract secures firm fixed pricing and delivery for pesticides throughout the district.

Bidders Solicited: 18,173 Bids Received: 5 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

Provide and deliver **Pesticides** on an as needed basis for the contract period.

CLEAN & SAFE GLOBAL, LLC, INC DBA SANI-CHEM CLEANING SUPPLIES (V-39100)

Item No.	Terms No.	Description	UOM	Unit Price
16.	67501108	Champion Sprayon Indoor Insect Fogger Formula 3, Chase Products, Spraypak #4385105, 6 ounce x 12/case	Case	\$56.86
48.	67501188	Wasp, Bee & Hornet Killer, Chase Products, Spraypak #433-4108-7 15 ounce x 12/case	Case	55.70

HOWARD FERTILIZER AND CHEMICAL, LLC (V-42073)

Item No.	Terms No.	Description	UOM	Unit Price
3.	67501024	Envu - Maxforce Complete Granular Insect Bait #1004742, 4 pound x 6/case	Case	\$442.32
18.	67501111	Control Solutions – Taurus SC #1005525, 78 ounce jug x 4/case	Each	99.00
22.	67501136	Central Life Sciences - Extinguish Plus Fire Ant Bait #1003810, 25 pound	Bag	236.05
23.	67501125	Syngenta - Advion Fire Ant Bait #1002915 , 25 pound	Bag	313.54
57.	67501184	Envu - Dylox 6.2 Granules #1003693, 30 pound bag	Bag	54.74

SITEONE LANDSCAPE SUPPLY, LLC (V-33306)

Item No.	Terms No.	Description	UOM	Unit Price
1.	67501019	Exciter Insecticide #100208927, 8 x 1pint/case	Case	\$336.96
2.	67501021	Maxforce FC Ant Stations #D00000950, 1 ounce x 4/pack. x 24/box	Box	127.00
4.	67501031	Precore 2000 Premise Spray #3006301, 16 ounce can x 12/case	Case	174.00
5	67501036	LESCO Tracker Green Spray Indicator Dye #025939, 2.5 gallon container	Each	77.90
6.	67501037	Victor Rat Trap with Metal Bait Pedal #M200, 12/case	Case	16.80
7.	67501041	Avert Dry Flowable Cockroach Bait #59014055, 30 gram tubes x 12/case	Case	364.20
8.	67501055	Instant Soap N' Water Foaming Hand Cleanser #59011811, 9 ounce x 12/case	Case	95.88

SITEONE LANDSCAPE SUPPLY, LLC (V-33306) Cont.

Item No.	Terms No.	Description	UOM	Unit Price
9.	67501061	Trapper Trap Tunnel Cardboard #TT2571, 48/box	Box	27.36
12.	67501003	LESCO Momentum 4 Score Post Emergent Liquid Herbicide #702514, 2.5 gallon x 2/case	Case	260.00
15.	67501106	960 Vector Fruit Fly Traps # 59023991, 12/box	Box	77.98
19.	67501115	Victor Tin Cat Mouse & Insect Glue Boards #M309, 72/case	Case	16.51
20.	67501117	LESCO Chelated Iron Plus 12-0-0 6%Fe 2%Mn All Purpose Liquid Fertilizer #084043	2.5 Gallon	22.41
21.	67501118	LESCO Recede Antifoaming & Defoaming Agent #400514, 16 ounce x 12/case	Case	78.00
25.	67501133	BorActin, Powder Insecticide #BAIP025, 25 pound	Each	89.00
26.	67501145	Protecta LP Black Bait Stations #LP2625, 6/case	Case	75.00
27.	67501150	Demon Max Insecticide #25000, 8 x 1 pint/case	Case	208.00
28.	67501152	Advion Tri Cockroach Gel Bait (Agency) #72157-1, 30 gram tube/4 tubes/box, 5 boxes /case	Case	161.60
29.	67501155	Maxforce FC Ant Bait Stations #D00000950, 1 ounce x 4/pack. x 24/box	Case	127.00
30.	67501161	Maxforce FC Small Roach Bait Stations #D00000954, 72/bag x 4 bags/case	Case	239.68
31.	67501156	Purge III Insecticide #11008479, 7.3 ounce can x 12/case	Case	\$177.00
32.	67501199	Purge III Insecticide Dispenser #11008429, 7.3 ounce (must be compatible with item no. 31)	Each	53.28
33.	67501164	Snake Scram Granular Snack Repellant #5625, 22 pound/pail	Pail	122.00
34.	67501165	Eaton Apple Flavor Bait Blocker, #709-AP, 9 pound/pail	Pail	34.72
36.	67501158	Mosquito - Mosquito Dunks, #111-5, 5 x 20 packs/case	Case	82.55
37.	67501175	Lesco Crosscheck Plus Liquid Insecticide (Tip & Pour Container), 1 gallon x 4/case	Case	128.24
38.	67501178	Vendetta Plus Roach Bait #2976-H40, 30-gram tube, 4/box x 5 box/case	Case	134.50

SITEONE LANDSCAPE SUPPLY, LLC (V-33306) Cont.

Item No.	Terms No.	Description	UOM	Unit Price
39.	67501195	Gentrol IGR Pest Control #37880A, 16-ounce x 6/case	Case	540.00
40.	67501196	Bedlam Bed Bug/Aerosol Insecticide #27911-T17, 17-ounce x 12/case	Case	138.00
42.	67501198	Nisus Bac-AZAP Oder Control #NISUS30101, 1 quart x 12/case	Case	147.00
44.	67501200	First Strike Soft Bait, (10gm) #80000682, 16 pound/pail	Pail	138.13
45.	67501201	Earth Care Odor Eliminator Bag #B193892, 1.3-pound x 12/case	Case	126.48
46.	67501202	Catchmaster Fly Glue Board #103134 12/box	Box	21.17
47.	67501187	NyGuard Plus Insecticide Aerosol Spray (QGCY) #29661-U17, 17-ounce x 12/case	Case	176.88
49.	67501204	Vendetta Plus Roach Bait #2976-H40, 30 gram tube x 4 tubes/box, 5 boxes/case	Case	134.50
50.	67501205	Protecta Evo Express Bait Station with Weight #EV8001, 2.5 gallon	Each	18.78
51.	67501206	Lesco Chelated Micro Mix Liquid Micronutrient #084047, 2.5 gallon	Each	21.45
52.	67501189	Lesco Tracker Green Spray Indicator Dye #025939, 2.5 gallon	Each	77.90
53.	67501208	Surf-Ac 820 Nonionic Surfactant #23702-102, 2.5 gallon	2.5 Gallon	25.65
54.	67501180	Lesco MSO Methylated Seed Oil #400512, 2.5 gallon	Each	48.75
55.	67501190	QP MSM 60DF Turf Post Emergent Dry Flowable Herbicide #83013395-2024, 8 ounce x 8/case	Case	134.56
56.	67501209	Lesco T-Storm Flowable Thiophanate-Methyl 46.2 Systemic Liquid Fungicide #10441225, 2.5 gallon x 2/case	Case	209.00
58.	67501213	Cheetah Pro Non-Selective Herbicide #10761225, 2.5-gallon x 2/case	Each	139.05
59.	67501215	Nisus Nibor-D Insecticide Foam + IGR (QGCY) #30065, 21 ounce	Each	27.60

TURF SOLUTIONS OF FLORIDA

13.	67501080	Quali Pro Spectre 25C Insecticide, 15 ounce x 12/case	Case	\$540.00
14.	67501102	Quali Pro Stryker 54 Insecticide, 15 ounce x 12/case	Case	166.20

Note: No Award for Item no. 10-11, 17, 24, 35, 41 43 & 60-62. Items will be purchased on the open market as needed.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-720-134

Title: Fuel Dispenser Repair/Replacement

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

Agenda Item Categories:

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

Contract Period:

☒ N/A - One Time Purchase

Contract Value: \$ 79,724.00

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

Utilizing Sourcewell contract #081524-TAN to purchase new fuel pumps to replace obsolete pumps at Walter Pownall Service Center.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB

For: Walter Pownall Service Center

Title: Director, Purchasing Department

Requested By: Craig Pollei

Buyer: Angelo Molfetta, NIGP-PPA

Title: Director Facilities Design and Construction

Purchasing Analyst

Contractor Name: SPATCO Energy Solutions LLC
Address: 4568 131st Ave North
Clearwater, FL 33762
Contact: Christopher Marks
Phone: 727-542-1278
Email: chris.marks@spatco.com
Vendor ID: 40777



Clearwater - (727) 540-0931

Sunrise - (954) 742-1735

Orlando - (407) 339-2384

Fort Myers - (239) 731-6766

Jacksonville - (904) 388-7571

Tallahassee - (850) 765-6909

DATE: 8/14/2025 Revision (2)

PROPOSAL ID: CM071825R2 REVISION (2) 8/14/25

TO: Pinellas County Schools
Walter Pownall Service Center
1111 S Belcher Rd.
Largo, FL 33773-5204

LOCATION: Walter Pownall Service Center
1111 S. Belcher Rd.
Largo, FL 33773

ATTN: John Henry Borycens
(727) 547-7104
borycensj@pcsb.org

Fuel Dispenser Replacement

*Note: Price revision 1 to reflect
Gasboy/Gilbarco general price
increase effective 9/1/2025.
Revision 2 Terms & Conditions*

FROM: Christopher Marks
Commercial Fuel Systems
SPATCO Energy Solutions LLC
4568 131st Ave North
Clearwater, FL 33762
chris.marks@spatco.com
(727) 542-1278 Mobile

VISIT US AT
WWW.SPATCO.COM

NOTE: PRICING IN THIS PROPOSAL IS BASED ON PCS
SOURCWell CONTRACT 081524-TAN - ACCT# 9862

PROPOSAL:

This project is considered a Repair/Replacement – permits for this work will not be required.
Replacement of four (4) fuel dispensers located at Walter Pownall Service Center located at 1111 S.
Belcher Rd. Largo, FL 33773.

SCOPE OF WORK:

1. Following receipt of purchase order, provide notification to all required state and local authorities having jurisdiction (AHJ). 30-day notification required
2. SPATCO will Provide a plan of work that includes a timeline for the project and obtain approval prior to mobilizing personnel and equipment to the project site.
3. Provide equipment submittal package for approval prior to ordering equipment.

FLORIDA LOCATIONS



- 4568 131st Ave N, Clearwater FL, 33762
- 325 Dane Lane, Longwood, FL 32750
- 2586 Lane Ave N, Jacksonville, FL 32254

- 5150 NW 109th Ave (Suite 1), Sunrise FL, 33351
- 17464 East St, North Fort Myers, FL 33917
- 950 Yulee St., Tallahassee, FL 32304



4. Upon equipment submittal approval and work schedule approval, mobilize personnel and equipment to project site.
5. Temporarily barricade work area to provide a safe working environment.
6. Perform lock-out/tag out on fuel system electrical to prevent energizing fuel equipment.
7. Disconnect existing "Fuel Force" Fuel Management connection to existing fuel dispensers and set aside to be re-connected, re-programmed and re-calibrated after new dispenser installation.
8. Disconnect electrical to fuel dispensers and fuel piping and remove four (4) existing dispensers. Existing fuel dispenser type: Gasboy 9153AXTW1 CX Series.
9. Blow back all disconnected fuel lines from dispensers to existing underground storage tanks.
10. Furnish and install two (1) new Gasboy 9153GXTW1 F – Dual Hose - 1-Product for UNLEADED Gasoline. **LABEL HOSE 1 UNLEADED & HOSE 2 UNLEADED**
11. Furnish and install one (1) new Gasboy 9153GXTW1 F – Dual Hose - **2-Product** for DIESEL FUEL & UNLEADED Gasoline. **LABEL HOSE 3 UNLEADED & HOSE 4 DIESEL FUEL.**
12. Furnish and install one (1) new Gasboy 9153GXTW1 F – Dual Hose - 1-Product for DIESEL FUEL. **LABEL HOSE 5 DIESEL FUEL & LABEL HOSE 6 DIESEL FUEL**
13. Furnish and install one (1) new Gasboy 9153GXTW1 F – Dual Hose - 1-Product for DIESEL FUEL. **LABEL HOSE 7 DIESEL FUEL & LABEL HOSE 8 DIESEL FUEL**
14. Reconnect piping, electrical, and fuel management system to new dispensers.
15. Furnish and install new dispensing hardware to include: hose swivels, nozzles, and any other component needed for a complete dispenser (5 Diesel Fuel Points & 3 Unleaded Fuel Points).
16. Purge, calibrate and commission new dispensers and register warranty.
17. Ensure proper operation of new dispensers with existing fuel management system.
18. Clean area to preexisting conditions and dispose of all debris.
19. De-mobilize personnel and equipment.

SPATCO's pricing includes: all personnel, supervision, labor, supplies, materials, components, shipping/freight, vehicles, travel, fuel, mileage, fees, surcharges, incidentals and all cost associated with the completion of the requirements in the above scope of services. SPATCO is licensed and insured. SPATCO will provide one (1) year warranty on all parts and labor for new dispensing equipment furnished and installed by SPATCO.

LUMP SUM PRICE: \$79,724.00 Revised 8/8/2025

Seventy-Nine Thousand Seven Hundred Twenty-Four and 00/100

Taxes Not Included

PRICING IN THIS PROPOSAL IS BASED ON PCS

SOURCWell CONTRACT 081524-TAN - ACCT# 9862

NOTES:

- a) Any unforeseen conditions will be charged out on a time and material basis at our standard rates.
- b) SPATCO will re-use existing electrical wiring, conduits, fuel piping, shear valves, brackets, stabilizer bars and any other associated equipment within the existing dispenser containment sump to perform this fuel dispenser replacement.
- c) If SPATCO finds that any parts or equipment within the dispenser containment sumps is not suitable for re-use, SPATCO will stop work and obtain approval from the owner prior to proceeding with furnishing and installing new parts to complete the replacement of the dispensing equipment.

FLORIDA LOCATIONS



- 4568 131 st Ave N, Clearwater FL, 33762	- 5150 NW 109 th Ave (Suite 1), Sunrise FL, 33351	-
- 325 Dane Lane, Longwood, FL 32750	- 17464 East St, North Fort Myers, FL 33917	-
- 2586 Lane Ave N, Jacksonville, FL 32254	- 950 Yulee St., Tallahassee, FL 32304	-



- d) No allowance for any underground work is quoted in this proposal.
- e) No allowance for electrical conduits and wiring. If required, a change order will be required to proceed to finish the project.
- f) This proposal is valid until Tuesday 9/30/2025. Contact Chris Marks at (727) 542-1278 if update is needed.

TERMS:

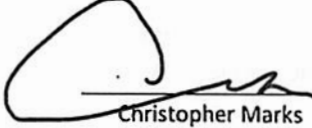
Payment Terms: Full Payment is due upon completion of this contract. All Payments should be made to the principal office of SPATCO Energy Solutions 301 McCullough Dr, Suite 500 Charlotte, NC 28262. Only past due or unpaid balance (i.e. More than 45 days late) shall accrue interest at the rate of 1% per month. Purchaser further agrees to pay SPATCO Energy Solutions, LLC reasonable attorney's fees and court cost if this account is placed in the hands of an attorney for collections.

Acceptance: This proposal, when accepted by the purchaser, and final approval of seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. The Equipment in this proposal remains the property of SPATCO Energy Solutions until the contract is paid in full. SPATCO Energy Solutions retains the right to remove the equipment for non-payment at our discretion.

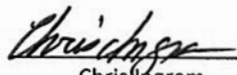
THANK YOU,

AUTHORIZATION,

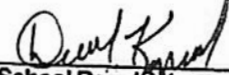
APPROVAL,


 Christopher Marks Date 8/15/2025
 Commercial Fuel Systems
 SPATCO Energy Solutions

Pinellas County Schools Date
 Walter Pownall Service
 Center


 Chris Ingram Date 8/19/2025
 VP Florida Operations
 SPATCO Energy Solutions

Approved As To Form:


 School Board Attorneys Office

FLORIDA LOCATIONS



- 4568 131st Ave N, Clearwater FL, 33762 - 5150 NW 109th Ave (Suite 1), Sunrise FL, 33351 -
 - 325 Dane Lane, Longwood, FL 32750 - 17464 East St, North Fort Myers, FL 33917 -
 - 2586 Lane Ave N, Jacksonville, FL 32254 - 950 Yulee St., Tallahassee, FL 32304 -



PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Bid No: 24-060-020

Bid Title: Motor Vehicle Batteries

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: 10/13/25 thru 10/12/26 ☐ N/A - One Time Purchase

Contract Value: \$ 60,000.00

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
0	6-months	1 - year	

* Rationale/Reason

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

☐ Reason for Submittal to Board Under Separate Cover:

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

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

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

Contractor Name: Anco Superior
Address: 7513 N. Armenia Ave
Tampa, FL 33604
Contact: Daniel Pernas
Phone: 813-933-4466
Email: dkpernas@verizon.net
Vendor ID: 34083

ANCO SUPERIOR, INC. (V-34083)

Provide and deliver Motor Vehicle Batteries on an as needed basis county-wide for the contract period.

Percentage discount for any batteries not listed below: 10%

Battery Description	Price	Unit
MS 3130	\$81.50	Each
78-60	\$45.00	Each
96R-60	\$60.00	Each
24F-60	\$40.00	Each
75-72	\$40.00	Each
34-78-72	\$70.00	Each
27F-60HD	\$45.00	Each
34-72	\$55.00	Each
65-72	\$65.00	Each
31P-30	\$40.00	Each
27-60HD	\$45.00	Each
9A48 AGM	\$120.00	Each

Note: A \$1.50 fee per battery is to be charged by the vendor in compliance with the Florida Clean Water Act and was to be included in the price bid for the contract.

WARRANTY

All automotive batteries carry a 24-month free replacement warranty.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 24-060-027

Title: Motor Vehicles Brake Parts

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: 10/28/25 thru 10/27/26 ☐ N/A - One Time Purchase

Contract Value: \$ 185,000.00

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
0	6-months	1 - year	

Rationale/Reason

This contract will provide brake parts for the repair and maintenance of district-owned vehicles and equipment.

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

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

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

Contractor Name: The Parts House
Address: 6868 118th Avenue
Largo, FL 33773
Contact: Richard Kilpatrick
Phone: 727-573-1580 ext.3818
Email: rkilpatrick@thepartshouse.com
Vendor ID: 1704

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

Provide and deliver Motor Vehicle Brake Parts county-wide at firm net discounts. The discounts as awarded are to be deducted from the manufacturer's price lists and shall apply to other like items supplied by such manufacturer, that are not specifically listed here, which may also be purchased during the contract period.

Section I – Passenger Car & Light Truck Brake Parts

PARTS HOUSE (V-1704)

Brake Pads, Brake Shoes, Rotors, Drums, Master Cylinders, Brake Hoses and Lines, Calipers, Wheel Cylinders, Brake Hardware Kits, Power Boosters, Hydro-Boosters and related items.

Note: Part numbers with the letter “R” designate a remanufactured part.

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
MKD1328 Brake Pad	Powerstop	17-1328	53%
MKD459 Brake Pad	Powerstop	17-459	53%
MKD1066 Brake Pad	Powerstop	17-1066	53%
MKD748 Brake Pad	Powerstop	17-748	53%
MKD1083 Brake Pad	Powerstop	17-1011	53%
MKD1012 Brake Pad	Powerstop	17-1012	53%
PDR0613 Brake Drum	Centric	123.67002	63%
R451 Brake Shoes	Powerstop	451R	60%
R452 Brake Shoes	Powerstop	452R	60%
R357 Brake Shoes	Powerstop	357R	60%
145134 Front Rotor	Powerstop	AR8627	60%
145191 Front Rotor	Powerstop	AR8155SCR	51%

Section I – Passenger Car & Light Truck Brake Parts (cont.)

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
140619 Brake Drum	Centric	121.66030	63%
13252 Master Cylinder (New)	MPA	NM2739	60%
R12717 Master Cylinder (Remanufactured)	MPA	M2535	60%
R55688 Brake Caliper	Centric	141.66020	63%
R55687 Brake Caliper	Centric	141.66019	63%
78548 Brake Hose	Sunsong	2203110	50%
33708 Wheel Cylinder	Centric	134.66013	65%
R2771791 Brake Booster (Remanufactured)	A1-Cardone	52-7336	55%
H7055 Rear Drum Hardware Kit	Carlson	H7055	60%

Section II – Medium/Heavy Duty Truck, Bus & Trailer Brake Parts**FLEET PRODUCTS (V-7501)**

Brake Shoes and Linings, Stop Box Kits including hardware, Brake Pads, Brake Drums, rotors, Brake Chambers, Air Driers, Air compressors, Valves, Air Lines and Hoses, Slack Adjusters, Hardware Kits and related items.

Note: Part numbers with the letter “X” designate a remanufactured part.

Description and Item Number	Manufacturer Bid	Item Number Bid	Discount Percent
Stop Box Kit KSMA2124702QP	Meritor	KSMA2124702Q P	64.28%
Stop Box Kit KSMA2124707QP	Meritor	KSMA2124707Q P	64.28%
Stop Box Kit KSMA3124720QP	Meritor	KSMA3124720Q P	64.28%
Brake Drum ZBR3600AX	Conmet	10009830	72.83%

Section II – Medium/Heavy Duty Truck, Bus & Trailer Brake Parts (cont.)

Item Number & Description	Manufacturer Bid	Item Number Bid	Discount Percent
Brake Drum ZBR3721AX	Conmet	10081828	72.83%
Brake Drum ZBR66843X	Gunit	66843B	73.65%
Brake Drum ZBR3800X	Conmet	10009920	74.23%
Brake Drum ZBR3687X	Conmet	10033071	72.83%
Air Compressor 5014144X	Haldex	5014144X	45.87%
Air Compressor 5011016X	Haldex	5011016X	65.04%
Air Compressor 5004613X	Haldex	5004613X	63.96%
AD-9 Air Drier Desiccate 107794X	Haldex	107794X	61.99%
AD-9 Purge Valve Kit 5005037	Bendix	5005037	58.70%
Air Compressor 5014144X	Haldex	5014144X	63.96%
Quick Release Valve 229860X	Bendix	OR2298960X	63.90%
PP1 Valve BX800142	Haldex	800034X	65.04%
Governor 275491X	Haldex	MCP18530	63.48%
Brake Chamber 30/30	Bendix	NT3030STD78	70.59%
Brake Chamber Long Stroke 30/30	Proline Heavy Duty	3030LSTP	67.64%
S-Cam Repair Kit E-2086B	Meritor	KIT9078	68.74%

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Bid No: 24-060-028

Bid Title: Petroleum Lubricants & Antifreeze

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: 10/28/25 thru 10/27/26 ☐ N/A - One Time Purchase

Contract Value: \$ 125,000.00

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
0	6-months	1 - year	

* Rationale/Reason

This contract will provide petroleum lubricants and antifreeze for the repair and maintenance of district-owned vehicles and equipment.

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

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

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

Contractor Name: Best Line Oil Company, Inc.
Address: 219 North 20th Street
Tampa, FL 33605
Contact: Larry McGary
Phone: 914-720-3843
Email: larry.mcgary@bestlineoil.com
Vendor ID: 32616

Contractor Name: Palmdale Oil Company, LLC
Address: 911 North 2nd Street
Ft. Pierce, FL 34950
Contact: Scott Realandar
Phone: 813-235-5591 Ext.617
Email: srealandar@palmdaleoil.com
Vendor ID: 30705

Recommended award by vendor as follows:

Provide and deliver petroleum lubricants and anti-freeze, county wide, on an as needed basis in accordance with bid specifications. Prices are firm for the contract period. No drum deposits are required.

BEST LINE OIL COMPANY, INC. (V-32616)

Category I – Petroleum Lubricants

Item Number	Description	Brand	Unit of Measure	Unit Price
1	Oil, Motor, 15W-40	Intrepid	Bulk (Gallons)	\$9.97
1B	Oil, Motor, 5W-30 Synthetic Blend	Intrepid	Bulk (Gallons)	\$6.95
2A	Oil, Motor, 30W	66 T5X	Quart	\$4.92
2B	Oil, Motor, 40W	66 T5X	Quart	\$4.92
2C	Oil, Motor, 15W-40	66 Guardol	Quart	\$5.25
2D	Oil, Motor, 5W-20 Synthetic Blend	66 Shield	Quart	\$3.20
3	Grease, Multi-Purpose Tacky	Total Ceran	400 lb. Drum	\$1,775.00
4	Grease, Wheel Bearing	Total Multis Complex	400 lb. Drum	\$1,680.00
5	Oil, Hydraulic	Intrepid	55-Gallon Drum	\$420.75
6A	Automatic Transmission Fluid Dexron III	Intrepid Pura Globe	55-Gallon Drum	\$640.00
6B	Automatic Transmission Fluid, Allison TranSynd or equal	Shell Spirax	55-Gallon Drum	\$2,291.00
7	Gear Lubricant, EP, Multi-Purpose	Total MDL	55-Gallon Drum	\$877.25

PALMDALE OIL COMPANY, LLC (V-30705)

Category II – Anti-Freeze

Item Number	Description	Brand	Unit of Measure	Unit Price
8A	Extended Life 50/50 Premix w/ Nitrate	Peak	55-Gallon Drum	\$405.25
8B	Extended Life, Dex Cool 50/50 Premix	Peak	55-Gallon Drum	\$459.00
8C	Winter/Summer Coolant and Conditioner 50/50 Premix	Chem 1	55-Gallon Drum	\$269.00

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-936-132

Title: HVAC Systems with Related Products and Services

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

Agenda Item Categories:

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

Contract Period: 09/09/25 thru 11/01/28 ☐ 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
	3	6-months	1 - year	

Rationale/Reason

This piggy-back with Sourcewell contract 080824-DIN for HVAC systems with related products and services secures a percentage discount for Daikin HVAC systems 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:** Maintenance Department
Title: Director, Purchasing Department

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

Contractor Name: Daikin Applied Americas, Inc
Address: 1911 US Hwy. 301 Suite 300
Tampa, FL 33619
Phone: 813-621-8440
Contact: Ruben B Colon
Email: ruben.colon@daikinapplied.com
Vendor ID: 31793

PRODUCT, SERVICE SPECIFICATION AND SCOPE OF WORK

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for HVAC Systems with Related Products and Services, including all types of heating, ventilation, air conditioning, indoor air quality and water heating or treatment solutions, such as:

- a. HVAC, IAQ, geothermal, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, smart controls, thermostats, gauges, system automation, integration equipment, monitoring equipment, software, or management products and technology; and;
- c. Services complementary to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, efficiency measurement, energy saving performance contracting, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on HVAC Systems with Related Products and Services. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Ice Rink and Arena Equipment with Related Supplies and Services (RFP #120320);
- b. Facility Assessment and Planning with Related Services (RFP #020421);
- c. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421)
- d. Facilities Maintenance Services (RFP #062421);
- e. Commercial Kitchen Equipment, with Related Supplies and Services (RFP #063022), and
- f. Facility MRO (Maintenance, Repair & Operations), Industrial & Building-Related Supplies and Equipment (RFP #091422).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third- party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

<https://www.sourcewell-mn.gov/cooperative-purchasing/080824-DIN>

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **September 9, 2025**

Contract No: 25-072-130

Title: Motor Vehicles: Ford Trucks F450, F350, T350, E450 & F550

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: \$ 776,468.67

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

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

Rationale/Reason

Utilizing state of Florida Contract #25100000-23-STC to purchase ten (10) 2026 Ford trucks to replace end of life vehicles for maintenance.

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

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

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

Contractor Name: Step One Automotive Group
Address: 4060 Ferdon Blvd
Crestview, FL 32536
Contact: Mark Sampson
Phone: 360-826-2294
Email: msampson@steponeauto.com
Vendor ID: 41402

The end of life trucks being replaced include 1 - 1996, 1 - 1999, 1 - 2000, 4 - 2001, 2 - 2002 and 1 - 2005.

Vehicles	Unit Price	Quantity	Total Price
2026 F450 4X2 REG CAB CHASSIS W/F4G FLAT BED	\$61,931.45	1	\$61,931.45
2026 F450 4X4 REG CAB CHASSIS W/SERVICE BODY	\$81,412.63	1	\$81,412.63
2026 F450 4X4 REG CAB CHASSIS DRW XL 169" W/BASE 6.7L V8	\$82,386.72	1	\$82,386.72
2026 F350 4X2 REG CAB CHASSIS W/F3G FLAT BED	\$59,953.03	1	\$59,953.03
2026 F350 4X2 REG CAB CHASSIS W/SERVICE BODY	\$64,054.67	3	\$192,164.01
2026 T350 MR LWB RWD CARGO XL	\$48,747.83	1	\$48,747.83
2026 E450 SD CUTAWAY WITH HITCH	\$68,415.93	1	\$68,415.93
2026 F550 4X4 REG CAB CHASSIS DRW XL 193" WHEEL BASE	\$181,457.07	1	\$181,457.07
Grand Total:			\$776,468.67