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

The Right to File an Intent to Protest Expires:  
2:03 PM on December 8, 2023

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  
Name

Director, Purchasing  
Title

Proposers Recommended for Award

See attached agenda summary items contingent upon final PCS Board approval at the December 12, 2023 Board Meeting.

https://www.pcsb.org/Page/746
**PURCHASING AGENDA SUMMARY**

December 12, 2023

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

**RECOMMENDED BIDDERS:**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-918-090</td>
<td>Dale Carnegie Generation Next Training</td>
<td>PS/CM</td>
<td>17 Mos.</td>
<td>Boca Ciega HS Jennifer Gil</td>
<td>0100/0431</td>
<td>2601/5506 9901/0130</td>
<td>52,000.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**

Implementation of the Dale Carnegie Generation Next workshops (8 sessions for 4 classes, 110 students) support the goal and mission of the school's AVID 4 Seniors Social Capital Project through a grant with the Pinellas Education Foundation. The sessions will help build student confidence and provide communication skills to form long-lasting mentoring relationships built on trust and integrity. Seniors will mentor freshmen and seniors will be mentored by Boca Ciega Alumni.

**RECOMMENDED BIDDERS:**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-785-089</td>
<td>Anatomage Virtual Dissection Table</td>
<td>SS</td>
<td>N/A</td>
<td>R.O.J. Technical HS PTC-St. Pete Mark Hunt</td>
<td>0150/4541 0150/3801</td>
<td>7333/9902 7333/9903</td>
<td>209,780.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**
The introduction of Anatomage tables in our health occupations programs has greatly increased student understanding of anatomy, major body systems and skeletal systems. Additionally, these tables are part of efforts to elevate secondary curriculum and alignment with college-level coursework in support of career dual enrollment.
### PURCHASING AGENDA SUMMARY
December 12, 2023

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

#### RECOMMENDED BIDDERS: Heartland Payment Systems LLC

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-205-242</td>
<td>Food Service Accountability and Management System</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>Food and Nutrition Karen Oruwariye</td>
<td>0410/5470</td>
<td>9502</td>
<td>76,345.00</td>
</tr>
</tbody>
</table>

Comments: This contract provides annual subscriptions, licenses and software to record breakfast, lunch, snack and dinner statistics. This software management suite also provides the districtwide Point of Sale system, as well as a system to manage Free and Reduced Meals Applications.

#### RECOMMENDED BIDDERS: Music & Arts, Stanbury Uniforms, Inc., Washington Music Center, Wenger Corp.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-580-088</td>
<td>Performing Arts Apparel, Instruments, Furnishings, Storage and Related Services</td>
<td>PB</td>
<td>10 Mo</td>
<td>Countywide Ajori Spencer</td>
<td>Various</td>
<td>Various</td>
<td>700,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

Comments: Utilizing the Omnia Partners, Public Sector Contract #R191204 to provide musical instruments, related equipment and band uniforms countywide.

#### RECOMMENDED BIDDERS: Ring Power Corporation

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-760-075</td>
<td>Portable Construction Equipment</td>
<td>PB</td>
<td>N/A</td>
<td>Maintenance Dept. Michael Hewett</td>
<td>0374/5370</td>
<td>9615/3299</td>
<td>201,743.00</td>
</tr>
</tbody>
</table>

Comments: Utilizing Sourcewell Contract #020923-TER, this purchase is a one for one replacement of a 2000 and a 2012 articulated z-boom lift utilized for various painting, electrical repair and gutter/roof repair work throughout the district.
### RECOMMENDED BIDDER:

**Accu Air, Inc.**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-031-083</td>
<td>Bard HVAC Units &amp; Parts</td>
<td>SS</td>
<td>1 Yr.</td>
<td>Maintenance Dept. Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>400,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:** Accu Air, Inc. is the only authorized Bard HVAC distributor in the region to provide units and parts. This contract will secure firm, fixed pricing for Bard HVAC units and parts throughout the district. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 business days in the manner prescribed by SBR 6A-1.012 (12) (d). No other vendor proposals were received in response to this invitation.

### RECOMMENDED BIDDER:

**Step One Automotive Group**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-070-085</td>
<td>Motor Vehicles- Dodge Ram 5500 Bucket Truck</td>
<td>SC</td>
<td>N/A</td>
<td>Maintenance Dept. Neil Robinson</td>
<td>0374/5370</td>
<td>9615/3378</td>
<td>202,013.28</td>
</tr>
</tbody>
</table>

**COMMENTS:** Utilizing state of Florida Contract #25100000-23-STC, this purchase is a replacement of a 1986 bucket truck utilized for the service and installation of exterior speaker systems, scoreboards and camera work throughout the district.

### RECOMMENDED BIDDERS:

**Safeware, Inc.**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-968-033</td>
<td>Public Safety and Emergency Preparedness and Related Services</td>
<td>PB</td>
<td>10 Mos.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>100,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:** This Omnia Contract #4400008468 will provide equipment and installation for lockdown strobe lighting at various facilities.
<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT / SUB-PROJECT</th>
<th>NEW TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-295-303</td>
<td>Elevator Maintenance</td>
<td>RA</td>
<td>1 Yr.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>860,000.00 (Estimated)</td>
</tr>
<tr>
<td>22-968-082</td>
<td>Reroof Relocatable Classrooms</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>50,000.00 (Estimated)</td>
</tr>
<tr>
<td>23-265-074</td>
<td>Blinds: Mini, Vertical and Roller Shades</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>475,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS**: This contract was board-approved on July 11, 2023, for $360,000. This request to increase the Elevator Maintenance contract value by $500,000 is for the replacement of controls, hoist ways, traveling cables and landing systems of three (3) hydraulic passenger and one (1) hydraulic freight elevators at Pinellas Technical College St. Petersburg Campus and East Lake High School.

**COMMENTS**: This contract secures firm pricing for roof replacement on relocatable classrooms throughout the district.

**COMMENTS**: This contract secures firm, fixed pricing for blinds, roller shades and installation.
### PURCHASING AGENDA SUMMARY

**December 12, 2023**

**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

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>NEW TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-968-147</td>
<td>Roofing and Building Envelope Services</td>
<td>RA</td>
<td>1 Yr.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>2,900,000.00 (Estimated)</td>
</tr>
<tr>
<td>24-968-061</td>
<td>Roof Rehabilitation</td>
<td>REJ</td>
<td>N/A</td>
<td>Brooker Creek E/S Michael Hewett</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>24-968-062</td>
<td>Boiler Replacement</td>
<td>ER</td>
<td>N/A</td>
<td>Thurgood Marshall MS Craig D. Pollei</td>
<td>0373/4631</td>
<td>3500/3038</td>
<td>269,737.00</td>
</tr>
</tbody>
</table>

**RECOMMENDED BIDDERS:**

- **Tremco Weatherproofing Technologies, Inc.**
  - The AEPA Bid #21-D piggyback contract with Washington County District Schools was board-approved on March 21, 2023, for $2,000,000. This request to increase the Roofing and Building Envelope Services contract value by $900,000 is for the roof replacement at Brooker Creek Elementary School.

- **Mielke Mechanical, Inc.**
  - This emergency purchase order to replace a boiler that was not operational or repairable at Thurgood Marshall Middle School was approved by the Superintendent in advance of School Board approval by authority of Board Policy 6320.
### RECOMMENDED BIDDERS: Trane U.S., Inc.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-968-086</td>
<td>OEM Chiller Condenser Coils Replacement</td>
<td>SS</td>
<td>N/A</td>
<td>Oak Grove M/S Michael Hewett</td>
<td>0373/2861</td>
<td>3000/3038</td>
<td>206,387.91</td>
</tr>
</tbody>
</table>

**COMMENTS:** This sole source OEM provider will replace the chiller condenser coils and related equipment in-kind at Oak Grove Middle School. This vendor is the only factory authorized service center for Trane air conditioning products for the West Coast of Florida.

### RECOMMENDED BIDDERS: Smart Modular Solutions, LLC

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-968-087</td>
<td>Relocatable Classrooms Toilet and Multipurpose Buildings</td>
<td>PB</td>
<td>1 Yr.</td>
<td>Gulf Beaches E/S Craig D. Pollei</td>
<td>0374/6311</td>
<td>3500/3696</td>
<td>1,498,410.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:** This piggyback contract #23-00017 from Hendry County District Schools for modular buildings will secure discount rates for six (6) modular classroom buildings and includes delivery and installation.
<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-208-119</td>
<td>Alation Data Catalog and Governance</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>Technology and Information Systems Keith Mastorides</td>
<td>0100/5140</td>
<td>2150</td>
<td>177,873.75</td>
</tr>
</tbody>
</table>

**COMMENTS**: Alation is an online tool for data governance that organizes data sources and builds an inventory of data assets through a collaborative process and role-based access. The Alation platform automates and accelerates data stewardship, security, organization, business glossary and data quality documentation. Alation enables approval and communication of governance policies and workflows to ensure accuracy of data.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-205-160</td>
<td>Asset Essentials Enterprise Software Solution</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>Maintenance Department Michael Hewett</td>
<td>0370</td>
<td>9615/3299</td>
<td>112,474.20</td>
</tr>
</tbody>
</table>

**COMMENTS**: This vendor holds the copyrights and distribution rights to their Asset Essentials Enterprise license which is used in the maintenance and operations departments to track work orders.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-918-092</td>
<td>Marketing Plan Communication Services</td>
<td>PS/CM</td>
<td>7 Mos.</td>
<td>Strategy and Impact Jennifer Dull</td>
<td>0100/6050</td>
<td>5200/5086</td>
<td>71,550.00</td>
</tr>
</tbody>
</table>

**COMMENTS**: Approval of the marketing plan will enable the implementation of diverse communication strategies, including geofencing, TV streaming, social media, search engine marketing and more. The anticipated result is an enhanced connection and understanding between the district and all stakeholders, promoting educational success.
**PURCHASING AGENDA SUMMARY**

December 12, 2023

**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

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-785-093</td>
<td>Classic Learning Initiatives CLT Exams</td>
<td>PS/CM</td>
<td>N/A</td>
<td>Countywide HS Rita Vasquez</td>
<td>0100/5850</td>
<td>6239/1029</td>
<td>177,973.50</td>
</tr>
</tbody>
</table>

**RECOMMENDED BIDDERS:**

Classic Learning Initiatives, CLT Exams

The Classic Learning Test (CLT) is a college entrance exam, comparable to the ACT and SAT that the Florida Legislature has approved for use by public schools. The CLT is a standardized test that can be used by students who need to earn a concordant score to meet the state’s graduation requirements for the state’s assessments in English Language Arts and Reading and in Algebra. In addition to this agreement of $118,000, an emergency purchase order in the amount of $59,973.50 to provide students a testing opportunity on December 2, 2023, was approved by the Superintendent in advance of School Board approval by authority of Board Policy 6320.

**COMMENTS:**

This program will focus on eight (8) of our district high schools (Gibbs, Lakewood, St. Petersburg, Hollins, Northeast, Pinellas Park, Largo, Clearwater). Rising junior and senior students, representative of the school’s demographics, will be selected to participate in this program which will prepare them to serve as student leaders in their schools and to mentor rising freshman and sophomore students who are at-risk of not graduating on time with their peers. Select teacher sponsors at each school will work with our student mentors and Franklin Covey.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
<th>DESTINATION / REQUESTER</th>
<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24-205-094</td>
<td>Leader in Me</td>
<td>PS/CM</td>
<td>7 Mos.</td>
<td>Countywide HS Rita Vasquez</td>
<td>0445/5850</td>
<td>K931/8030</td>
<td>266,735.14</td>
</tr>
</tbody>
</table>

**RECOMMENDED BIDDERS:**

Franklin Covey

This program will focus on eight (8) of our district high schools (Gibbs, Lakewood, St. Petersburg, Hollins, Northeast, Pinellas Park, Largo, Clearwater). Rising junior and senior students, representative of the school’s demographics, will be selected to participate in this program which will prepare them to serve as student leaders in their schools and to mentor rising freshman and sophomore students who are at-risk of not graduating on time with their peers. Select teacher sponsors at each school will work with our student mentors and Franklin Covey.

**COMMENTS:**

*Key to Fund Sources:

0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 044X: ESSER Funds

**Key to Categorical Sources:

23XX: Referendum Funds
Recommend approval of this agenda item under the specific category checked below.

**Rationale/Reason**

Implementation of the Dale Carnegie Generation Next workshops (8 sessions for 4 classes, 110 students) support the goal and mission of the school's AVID 4 Seniors Social Capital Project through a grant with the Pinellas Education Foundation. The sessions will help build student confidence and provide communication skills to form long-lasting mentoring relationships built on trust and integrity. Seniors will mentor freshmen and seniors will be mentored by Boca Ciega Alumni.

**Contract Period:** 01/08/23 thru 05/29/24

**Contract Value:** $52,000.00

**Contract Type:** Firm, Fixed Dollar Amount

**Renewal Options:** None

**Contractor Name:** Dale Carnegie Tampa Bay

**Address:** 4902 Eisenhower Blvd, Ste 200

**Tampa, FL 33634**

**Phone:** 813-288-8778

**Email:** rick.gallegos@dalecarnegie.com

**Vendor ID:** V-42738

(See Attached Tabulation)
AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
DALE CARNEGIE TAMPA BAY

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into this 12th day of December, 2023, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter “the School Board” or “Board”) and DALE CARNEGIE TAMPA BAY (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 January 8th, 2023, and end May 29th, 2024. 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 $52,000.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Social Capital 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, Florica 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 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 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.

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

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

   **Contractor Contact:**
   Rick J. Gallegos, President/CEO
   4902 Eisenhower Blvd., Suite 200
   Tampa, FL 33634

   **Board Project Contact:**
   Jennifer Gil, Principal
   P.O. Box 2942
   Largo, FL 33779-2942

   **Board Administrative Contact:**
   Dywayne Hinds, Area Superintendent
   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.

*Form for contracts > $50,000.00*
*Revised 1/20/2023*
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

20. **Signatures Required:** This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.

21. **Captions:** The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

22. **Entire Agreement; Modifications:** This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.

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

(ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).

(iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number coupled with an affidavit that all of Contractor’s Subcontractors similarly comply with the law.

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIC

By: ____________________________
    ____________________________, Chairperson

Date: ____________________________

Attest: ____________________________
    Kevin K. Hendrick, Superintendent

Witness:

[Signature]

RICK J. GALLEGOS

By: ____________________________
    RICK J. GALLEGOS, PRESIDENT/CEO

Date: 11/14/23

Approved as to Form:

[Signature]

Office of School Board Attorney

PROJECT REFERENCE: 2601 & 9901

FUNDING SOURCE: Social Capital Grant
PURCHASING AGENDA ITEM
School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 24-785-089  Title: Anatomage Virtual Dissection Table

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: $ 209,780.00

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

Renewal Options: No. of Terms Remaining ☐ Length of Each Term ☒ Length of Each Term ☐ None
☐ 6-months
☒ - year

Rationale/Reason
The introduction of Anatomage tables in our health occupations programs has greatly increased student understanding of anatomy, major body systems and skeletal systems. Additionally, these tables are part of efforts to elevate secondary curriculum and alignment with college-level coursework in support of career dual enrollment.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  For: Richard O. Jacobsen Technical High School and Pinellas Technical College-St. Petersburg

Title: Director, Purchasing Department

Requested By: Mark Hunt  Buyer: Barbara Molfetta

Title: Executive Director, Career Technical and Adult Education

Contractor Name: Anatomage Inc
Address: 3350 Thomas Road
          Ste 150
          Santa Clara, CA 95054
Phone: 408-885-1474
Email: info@anatomage.com
Vendor ID: V-40605

(See Attached Tabulation)
**Price Quotation**

**Prepared By** Daniel Spooner  
**Phone** (408) 885-1474 ext.  
**Email** dsponner@anatomage.com  
**Created Date** 11/1/2023  
**Expiration Date** 12/31/2023  
**Quote Number** 2023-12743

**Contact Name** Wendy B. Chaves  
**Phone** 727-538-7167 x2011  
**Email** chavesw@pcsb.org  
**Ship To Name** Richard Jacobsen Tech High  
**Ship To** 12611 86th Ave. North  
**Bill To** Pinellas County Schools  
**Bill To** 901 34th Street South  
**Ship To** St. Petersburg, Florida 33711  
**Bill To** United States  
**Ship To** Seminole, Florida 33776  
**United States**

<table>
<thead>
<tr>
<th>Product</th>
<th>Line Item Description</th>
<th>Sales Price</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anatomage Table Convertible</td>
<td></td>
<td>USD 79,500.00</td>
<td>1.00</td>
<td>USD 79,500.00</td>
</tr>
<tr>
<td>Online Training</td>
<td>Training and Support around your schedule</td>
<td>USD 0.00</td>
<td>1.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>1st Year Warranty, Software Upgrade, Tech Support</td>
<td>The First Year is Fully Covered by Anatomage</td>
<td>USD 0.00</td>
<td>1.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>4 Year Extended Warranty, Software Upgrade, Tech Support</td>
<td></td>
<td>USD 21,840.00</td>
<td>1.00</td>
<td>USD 21,840.00</td>
</tr>
<tr>
<td>Crate - Science Table</td>
<td>Crate for the science Table (convertible hardware)</td>
<td>USD 875.00</td>
<td>1.00</td>
<td>USD 875.00</td>
</tr>
</tbody>
</table>

**Total Price** USD 102,215.00  
**Shipping and Handling** USD 2,700.00  
**Grand Total** USD 104,915.00

**Country of Origin:** United States  
**Place of Manufacture:** San Jose, CA

Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee. Quote is only valid in USD.

Acceptance

Signature ________________________ Date ____________________
## Price Quotation

**Prepared By:** Daniel Spooner  
**Phone:** (408) 885-1474 ext.  
**Email:** dspooner@anatomage.com  

**Created Date:** 11/14/2023  
**Expiration Date:** 12/31/2023  
**Quote Number:** 2023-12721

**Contact Name:** Dawn Bingham  
**Phone:** +17278932500  
**Email:** binghamd@pcsb.org

**Bill To Name:** Pinellas County Schools  
**Bill To:** 901 34th St S  
St. Petersburg, Florida 33711  
United States

**Ship To Name:** Pinellas County Schools-PTC  
**Ship To:** 901 34th St S  
St. Petersburg, Florida 33711  
United States

---

<table>
<thead>
<tr>
<th>Product</th>
<th>Line Item Description</th>
<th>Sales Price</th>
<th>Quantity</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anatomage Table Convertible</td>
<td>Tables with Horizontal and Vertical Options</td>
<td>USD 79,500.00</td>
<td>1.00</td>
<td>USD 79,500.00</td>
</tr>
<tr>
<td>Online Training</td>
<td>Training and Support around your schedule</td>
<td>USD 0.00</td>
<td>1.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>1st Year Warranty, Software Upgrade, Tech</td>
<td>The First Year is Fully Covered by Anatomage</td>
<td>USD 0.00</td>
<td>1.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>Support</td>
<td>4 extra years of Full Warranty with a discount (2 years free!)</td>
<td>USD 21,840.00</td>
<td>1.00</td>
<td>USD 21,840.00</td>
</tr>
<tr>
<td>Crate - Convertible</td>
<td>New Shipping Crate</td>
<td>USD 875.00</td>
<td>1.00</td>
<td>USD 875.00</td>
</tr>
</tbody>
</table>

**Total Price:** USD 102,215.00  
**Shipping and Handling:** USD 2,650.00  
**Grand Total:** USD 104,865.00

---

Country of Origin: United States  
Place of Manufacture: San Jose, CA  
For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee. 
Quote is only valid in USD

### Acceptance

Signature ___________________________ Date ___________________
**Contract No:** 21-205-242  
**Title:** Food Service Accountability and Management System

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

**Agenda Item Categories:**

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

**Contract Period:** 08/01/23 thru 07/31/24  
**N/A - One Time Purchase**

**Contract Value:** $76,345.00

**Contract Type:**

- [ ] Estimated Dollar Amount
- [ ] Firm, Fixed Dollar Amount
- [ ] Firm, Fixed Unit Prices
- [ ] Firm, Fixed Fees or Discounts

**Renewal Options:**

- [ ] No. of Terms Remaining
- [ ] Length of Each Term
- [ ] Length of Each Term
- [ ] None

**Rationale/Reason**

This contract provides annual subscriptions, licenses and software to record breakfast, lunch, snack and dinner statistics. This software management suite also provides the districtwide Point of Sale system, as well as a system to manage Free and Reduced Meals Applications.

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:** Food and Nutrition

**Requested By:** Karen Oruwariye  
**Title:** Director, Food and Nutrition

**Buyer:** Barbara Molfetta

**Contractor Name:** Heartland Payment Systems LLC
**Address:** One Heartland Way
Jeffersonville, IN 47130-5870
**Phone:** 800-724-9853
**Email:** invoices@e-hps.com
**Vendor ID:** V-35588

**Item Number**  
**Description**  
**Unit Price**  
**Ext Price**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSS1127</td>
<td>SUB: ApplyForLunch 70-129 Site Annual Subscription</td>
<td>$3,600.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>HSS1251</td>
<td>SUP: MCS CO FR App Processing Annual</td>
<td>$2,370.00</td>
<td>$2,370.00</td>
</tr>
<tr>
<td>HSS1252</td>
<td>SUP: MCS Site POS Annual</td>
<td>$550.00</td>
<td>$69,300.00</td>
</tr>
<tr>
<td>HSS1253</td>
<td>SUP: MCS CO POS and Financials Annual</td>
<td>$1,075.00</td>
<td>$1,075.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$76,345.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 24-580-088  Title: Performing Arts Apparel, Instruments, Furnishings, Storage and Related 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: 01/01/24 thru 10/31/24  ☑ N/A - One Time Purchase

Contract Value: $ 700,000.00

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

Renewal Options:

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>☐ Length of Each Term</th>
<th>☐ Length of Each Term</th>
<th>☑ None</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-months</td>
<td>- year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

Utilizing the Omnia Partners, Public Sector Contract #R191204 to provide musical instruments, related equipment and band uniforms countywide.

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: Countywide

Requested By: Ajori Spencer  Title: Specialist, PreK-12 Performing Arts  Buyer: Nancy Gaesser

Contractor Name: Music & Arts
Address: 5295 Westview Drive, Suite 300
Frederick, MD 21703
www.musicarts.com
Phone: 727-916-1846
Email: Christopher P. Ellis, christopher.ellis@MusicArts.com
Vendor ID: v-34034

(24-580-088)
Contractor Name: **Stanbury Uniforms, Inc.**  
Address: 108 Stanbury Industrial Drive, PO Box 100  
Brookfield, MO 64628  
www.stanbury.com  
Phone: 800-826-2246/ 512-413-9786  
Email: Charles Frost, cfrost@stanbury.com  
Vendor ID: v-6607

Contractor Name: **Washington Music Center**  
Address: 11151 Veirs Mill Road  
Wheaton, MD 20902  
www.chucklevins.com  
Phone: 301-929-2980  
Email: Melody O’Neil, melodyo@chucklevins.com  
Vendor ID: v-24330

Contractor Name: **Wenger Corp.**  
Address: 555 Park Drive  
Owatonna, MN 55060  
https://www.wengercorp.com/music-education  
Phone: 507-455-4100/ 800-4WENGER (493-6437)  
Email: Julie Evers, julie.evers@wengercorp.com  
Vendor ID: v-2433

Always be sure to reference T/C code “MUS” on your TERMS purchase requisitions or Bid # 24-580-088 on your internal purchase orders to ensure you receive our contract price. Orders should be assigned to buyer # 048.
**Purchasing Agenda Item**

School Board of Pinellas County, Florida

**School Board Meeting of: December 12, 2023**

| Contract No: | 24-760-075 | Title: | Portable Construction Equipment |

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:**

| Contract Value: | $201,743.00 |

**Contract Type:**

| Estimated Dollar Amount | Firm, Fixed Dollar Amount | Firm, Fixed Unit Prices | Firm, Fixed Fees or Discounts |

**Renewal Options:**

| No. of Terms Remaining | Length of Each Term | Length of Each Term | None |

| 6-months | - year |

**Rationale/Reason**

Utilizing Sourcewell Contract #020923-TER, this purchase is a one for one replacement of a 2000 and a 2012 articulated z-boom lift utilized for various painting, electrical repair and gutter/roof repair work 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 Hewitt  **Buyer:** Angelo Molfetta

**Title:** Director of Maintenance  **Buyer II**

**Contractor Name:** Ring Power Corporation

**Address:** 10421 Fern Hill Drive
Riverview, FL. 33578

**Contact:** Charles Davis
**Phone:** 813-671-3700
**Email:** charles.davis@ringpower.com
**Vendor ID:** 11146

(See Attached Tabulation)
SOURCEWELL CONTRACT QUOTATION

Prepared For: Pinellas County School Board

ONE NEW GENIE Z62/40 ARTICULATING Z-BOOM

CONTRACT DETAILS

Sourcewell
Contract # 020923-TER
Effective: Through April 20, 2027

STANDARD EQUIPMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z62/40 WITH JIB - 2WD</td>
<td>$137,629.87</td>
</tr>
<tr>
<td>2 SPEED WHEEL MOTORS</td>
<td>INCL</td>
</tr>
<tr>
<td>ACTIVE OSCILLATING AXLES - 4WD</td>
<td>INCL</td>
</tr>
<tr>
<td>POSITIVE TRACTION DRIVE</td>
<td>INCL</td>
</tr>
<tr>
<td>ROUGH TERRAIN FOAM FILLED, NON-MARKING TIRES</td>
<td>$2,222.29</td>
</tr>
<tr>
<td>48 HP DEUTZ D2.9L DIESEL ENGINE</td>
<td>INCL</td>
</tr>
<tr>
<td>AUTO ENGINE FAULT SHUTDOWN</td>
<td>INCL</td>
</tr>
<tr>
<td>12V DC AUXILIARY POWER UNIT</td>
<td>INCL</td>
</tr>
<tr>
<td>35 GALLON DIESEL FUEL TANK</td>
<td>INCL</td>
</tr>
<tr>
<td>360 DEGREE CONTINUOUS ROTATION</td>
<td>INCL</td>
</tr>
<tr>
<td>DESCENT AND TILT ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>DUAL PARALLELOGRAM LIFT LINKAGE</td>
<td>INCL</td>
</tr>
<tr>
<td>ZERO TAIL SWING</td>
<td>INCL</td>
</tr>
<tr>
<td>FLASHING BEACON AND TRAVEL ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>5' JIB</td>
<td>INCL</td>
</tr>
<tr>
<td>8' TRI-ENTRY PLATFORM W/ SIDE SWING GATE</td>
<td>INCL</td>
</tr>
<tr>
<td>PLATFORM LOAD SENSE SYSTEM</td>
<td>INCL</td>
</tr>
<tr>
<td>AC POWER CORD TO PLATFORM</td>
<td>INCL</td>
</tr>
<tr>
<td>DRIVE ENABLE SYSTEM</td>
<td>INCL</td>
</tr>
<tr>
<td>PROPORTIONAL CONTROLS</td>
<td>INCL</td>
</tr>
<tr>
<td>SELF-LEVELING PLATFORM</td>
<td>INCL</td>
</tr>
<tr>
<td>LIFT GUARD CONTACT ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>SUB TOTAL</td>
<td>$139,852.16</td>
</tr>
<tr>
<td>SOURCEWELL FREIGHT MATRIX</td>
<td>$6,120.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$145,972.16</td>
</tr>
<tr>
<td>LESS ONE TIME ADDITIONAL DISCOUNT</td>
<td>($9,949.16)</td>
</tr>
<tr>
<td>TOTAL TRANSACTION PRICE</td>
<td>$136,023.00</td>
</tr>
</tbody>
</table>

Best regards,
Charles Davis
Sales Representative
Ring Power Corporation
# SOURCEWELL CONTRACT QUOTATION

Prepared For: Pinellas County School Board  
10/31/2023

## ONE NEW GENIE Z30/22 N ARTICULATING Z-BOOM

### CONTRACT DETAILS

<table>
<thead>
<tr>
<th>Sourcewell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract # 020923-TER</td>
</tr>
<tr>
<td>Effective: Through April 20, 2027</td>
</tr>
</tbody>
</table>

## STANDARD EQUIPMENT

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z34/22 N</td>
<td>$64,762.00</td>
</tr>
<tr>
<td>SOLID RUBBER NON-MARKING TIRES</td>
<td>INCL</td>
</tr>
<tr>
<td>48V DC DRIVE SYSTEM</td>
<td>INCL</td>
</tr>
<tr>
<td>48V SOLID STATE BATTERY CHARGER</td>
<td>INCL</td>
</tr>
<tr>
<td>BATTERY CHARGE INDICATOR</td>
<td>$505.00</td>
</tr>
<tr>
<td>24V DC AUXILIARY POWER UNIT</td>
<td>INCL</td>
</tr>
<tr>
<td>355 DEGREE NON-CONTINUOUS ROTATION</td>
<td>INCL</td>
</tr>
<tr>
<td>48V DC HYDRAULIC POWER UNIT</td>
<td>INCL</td>
</tr>
<tr>
<td>DESCENT AND TILT ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>DUAL PARALLELOGRAM LIFT LINKAGE</td>
<td>INCL</td>
</tr>
<tr>
<td>FLASHING BEACON AND TRAVEL ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>4' 8&quot; STEEL PLATFORM</td>
<td>INCL</td>
</tr>
<tr>
<td>4' JIB</td>
<td>INCL</td>
</tr>
<tr>
<td>AC POWER CORD TO PLATFORM</td>
<td>INCL</td>
</tr>
<tr>
<td>PROPORTIONAL CONTROLS</td>
<td>INCL</td>
</tr>
<tr>
<td>PLATFORM LOAD SENSE</td>
<td>INCL</td>
</tr>
<tr>
<td>LIFT GUARD CONTACT ALARM</td>
<td>INCL</td>
</tr>
<tr>
<td>PLATFORM CONTROL BOX COVER</td>
<td>$263.00</td>
</tr>
<tr>
<td>PLATFORM SWING GATE</td>
<td>$560.00</td>
</tr>
<tr>
<td>SOURCEWELL FREIGHT MATRIX</td>
<td>$4,080.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$70,170.00</td>
</tr>
<tr>
<td>LESS ONE TIME ADDITIONAL DISCOUNT</td>
<td>($4,450.00)</td>
</tr>
<tr>
<td>TOTAL TRANSACTION PRICE</td>
<td>$65,720.00</td>
</tr>
</tbody>
</table>

Best regards,
Charles Davis  
Sales Representative  
Ring Power Corporation
**PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE**

*School Board of Pinellas County, Florida*

School Board Meeting of: **December 12, 2023**

<table>
<thead>
<tr>
<th>Bid File No:</th>
<th>24-031-083</th>
<th>Bid File Title:</th>
<th>Bard HVAC Units &amp; Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Period:</strong></td>
<td>01/12/24 thru 01/11/25</td>
<td></td>
<td>N/A - One Time Purchase</td>
</tr>
<tr>
<td><strong>Contract Value:</strong></td>
<td>$400,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Type:</strong></td>
<td>☑ Estimated Dollar Amount</td>
<td>☐ Firm, Fixed Dollar Amount</td>
<td>☑ Firm, Fixed Unit Prices</td>
</tr>
</tbody>
</table>

* Rationale/Reason

Accu Air, Inc. is the only authorized Bard HVAC distributor in the region to provide units and parts. This contract will secure firm, fixed pricing for Bard HVAC units and parts throughout the district. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 business days in the manner prescribed by SBR 6A-1.012 (12) (d). No other vendor proposals were received in response to this invitation.

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

**For:** Maintenance Department

**Requested By:** Michael Hewett  
**Title:** Director, Maintenance Department

**Buyer:** Angelo Molfetta  
**Buyer II**

**Recommended award by vendor as follows:**

**ACCU AIR, INC. (V-32445)**

Purchase BARD HVAC Units and parts from the above sole source vendor, up to the total authorized amount, on an as needed basis for the term of the contract period.
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:** $202,013.28

**Contract Type:** ☑ Firm, Fixed
- Dollar Amount
- Firm, Fixed
- Unit Prices
- Firm, Fixed
- Fees or Discounts

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>☑ Length of Each Term</th>
<th>☑ Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-months</td>
<td>- year</td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason**

Utilizing state of Florida Contract #25100000-23-STC, this purchase is a replacement of a 1986 bucket truck utilized for the service and installation of exterior speaker systems, scoreboards and camera work throughout the district.

**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:** Maintenance Department

**Requested By:** Neil Robinson
**Title:** Manager of Maintenance

**Vendor ID:** 41402

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

(See Attached Tabulation)
## Awarded Contractor Information

**Contractor Name:** STEP ONE AUTOMOTIVE GROUP  
**Street Address:** 4060 S FORDON BLVD  
**City, State, Zip:** CRESTVIEW FL 32536  
**Contact Person:** MARK SAPSON  
**Original Quote Date:** 11/8/23  
**Phone #'s:** Primary: 850-866-2994  
**Email Address:** MARGARETPRISTON@STEPONEAUTO.COM  
**Contractor’s Purchase Order #:**  
**Agency/Eligible User Name:** PINELLAS COUNTY SCHOOL BOARD  
**Contact Person:** NEIL ROBINSON  
**Phone #:** Primary: 727-547-7207  
**Email Address:** ROBINSONNE@PCSB.ORG  
**Secondary Contact for Customer (Optional):**  
**Title:** MANAGER STRUCTURAL SITES  
**Fax #:**  
**Original Quote Date:** 11/8/23  
**Contact Person:**  
**Phone #:** Primary: 727-638-3429  
**Email Address:**  
**Secondary Contact for Customer (Optional):**  
**Title:** MANAGER STRUCTURAL SITES  
**Fax #:**

## Requesting Customer Information

**Agency/Eligible User Name:** PINELLAS COUNTY SCHOOL BOARD  
**Contact Person:** NEIL ROBINSON  
**Phone #:** Primary: 727-547-7207  
**Email Address:** ROBINSONNE@PCSB.ORG  
**Secondary Contact for Customer (Optional):**  
**Title:** MANAGER STRUCTURAL SITES  
**Fax #:**

## UNSPSC Commodity

<table>
<thead>
<tr>
<th>Code</th>
<th>Group</th>
<th>Sub-Group</th>
<th>Line Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>25100000</td>
<td>MEDIUM DUTY TRUCKS</td>
<td>CAB CHASSIS</td>
<td>1</td>
</tr>
</tbody>
</table>

### Motor Vehicle

**Model:** RAM CAB CHASSIS TRADESMAN REG CAB 120" CA 4X4  
**Cost Plus %:** 2.90%

### Motor Vehicle Description

- RAM CAB CHASSIS TRADESMAN REG CAB 120" CA 4X4

- Non-standard accessories, components, equipment, features, parts, etc. that are added to or provided with this vehicle when it is shipped from the Manufacturer:

- Total Customer Price: $74,918.00

### OEM Options

<table>
<thead>
<tr>
<th>OEM Option Description</th>
<th>Manufacturer/Brand</th>
<th>Cost (per unit)</th>
<th>Customer Price (per unit)</th>
<th>Quantity (per Motor Vehicle)</th>
<th>Total Customer Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAM 500 REG CAB CHASSIS 4X4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Tired Package 2X4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.7L 6.7 Cummins Turbo Diesel Engine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-Spoke Kudu Alum Steering Wheel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bright White Clear Coat</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monotone Paint</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HD Vinyl Roof</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 State Emissions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Tire Off Pkg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>900148 Split Bench Seat</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tradesmen Level 1 Equipment Group</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chrome Appearance Group</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUEL FILLER/Battery Charger</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Total Cost: OEM Options (per Motor Vehicle): $74,918.00

### Non-OEM Options

**Cost Plus % Must Be Equal To Or Less Than The Cost Plus % Shown On The Awarded Cost Sheet:**

- Non-OEM Option Description | Manufacturer/Brand | Cost (per unit) | Customer Price (per unit) | Quantity (per Motor Vehicle) | Total Customer Price |
|----------------------------|--------------------|----------------|--------------------------|-----------------------------|---------------------|

- Total Cost: Non-OEM Options: $0.00

---

(24-070-085)
**Body Transfer and 3rd Party Body Installations**

<table>
<thead>
<tr>
<th>Description</th>
<th>Manufacturer/Brand</th>
<th>Customer Price (per unit)</th>
<th>Quantity (per Motor Vehicle)</th>
<th>Total Customer Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of Body Transfer and 3rd Party Body Installations (per Motor Vehicle)</td>
<td>$127,035.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Vehicles Quoted with the same OEM and Non-OEM Options</td>
<td>$202,613.28</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total: $204,012.28**

---

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the discount sheet for the codes applicable to each Group and sub-Group.*
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

**Contract No:** 21-968-033  
**Title:** Public Safety and Emergency Preparedness and Related 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:** 12/12/23 thru 9/30/24  
☑️ N/A - One Time Purchase

**Contract Value:** $ 100,000.00

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

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>6-months</td>
<td>1 - year</td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason**

This Omnia Contract #4400008468 will provide equipment and installation for lockdown strobe lighting at various facilities.

**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:** Countywide

**Requested By:** Michael Hewett  
**Title:** Director, Maintenance Department  
**Buyer:** Christine Roney

_Parmsare, Inc.

Provide physical security enhancement equipment which includes equipment and installation necessary to enhance the physical security of critical infrastructure. Omnia partners under this contract also provide system design, equipment, installation and maintenance for the following:

- Surveillance, Warning, Access/Intrusion Control Ground
- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Fire Alarm Systems and equipment
- Video Monitoring Assessment/Cameras and Systems: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes

(21-968-033)
o X-Ray Units
o Magnetometers o Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR, 12.
Explosion Protection
o Blast/Shock/Impact Resistant Systems o Protective Clothing
o Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
o Robotic Disarm/Disable Systems

The direct link below will deliver the U.S. Communities/Omnia Partners Contract documents:

### PURCHASING AGENDA ITEM

**School Board of Pinellas County, Florida**

**School Board Meeting of: December 12, 2023**

| **Contract No:** | 21-295-303 | **Title:** Elevator Maintenance |

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

**Agenda Item Categories:**

- [x] Lowest Responsive Bid
- [ ] Request for Proposal
- [ ] Reject Bids
- [ ] Piggy-Back Bid per 6A-1.012 (6)
- [ ] Sale of Property
- [x] Revised Award *
- [ ] Highest Point Score
- [ ] Re-Award (partial/whole) *
- [ ] State Contract per 6A-1.012 (5)
- [x] 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)
- [x] Emergency Ratification *

- **Contract Period:** 07/31/23 thru 07/30/24
- [ ] N/A - One Time Purchase

- **Contract Value:** $860,000.00 (revised amount)

- **Contract Type:**
  - [x] Estimated Dollar Amount
  - [ ] Firm, Fixed Dollar Amount
  - [ ] Firm, Fixed Unit Prices
  - [ ] Firm, Fixed Fees or Discounts

- **Renewal Options:**
  - No. of Terms Remaining
  - [ ] Length of Each Term
  - [ ] Length of Each Term
  - [x] None

- **Rationale/Reason**

This contract was board-approved on July 11, 2023, for $360,000. This request to increase the Elevator Maintenance contract value by $500,000 is for the replacement of controls, hoist ways, traveling cables and landing systems of three (3) hydraulic passenger and one (1) hydraulic freight elevators at Pinellas Technical College St. Petersburg Campus and East Lake High School.

| 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:** Christine Roney

| **Title:** | Director, Maintenance Department |

---

(21-295-303)
SKYLINE ELEVATOR, INC.

Furnish all materials, labor, tools, equipment, and supervision necessary to provide preventative maintenance (PM) and emergency repair service to 113 elevators located throughout the district on a monthly schedule. New elevators still under the warranty period will be added after warranty period ends.

The brands of elevators to be serviced are:

- American
- Century
- Thyssen Krupp
- General
- Otis
- Schindler
- Dover
- Garravanta
- Miami
- Montgomery
- U.S. Elevator
- Others as Unknown (district elevators known to have no nomenclature to distinguish the manufacturer).

The cost of preventative maintenance for above elevators will be $151,200.00/year. The cost of other unanticipated repairs is estimated to be $208,800.00/year. This includes the cost to complete Florida State code 3.10.12. required monitor system update.

Hourly labor charge for emergency service calls for non-PM repairs $165.00/hr. Response within 2 hours, based on time and materials.

Hourly labor charge for non- emergency service calls for non-PM repairs $165.00/hr. Repairs based on time and materials.
**PURCHASING AGENDA ITEM**
School Board of Pinellas County, Florida

School Board Meeting of: **December 12, 2023**

**Bid No:** 22-968-082  
**Bid Title:** Re-roof Relocatable Classrooms

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)  
- [x] Renewal of Contract  
- [ ] Contract/Bid Termination *  
- [ ] Contract Extension * Term:  
- [ ] Co-Op Bid  
- [ ] Professional Services/Copyrighted Materials per 6A.012 (11)*  
- [ ] Direct Negotiation per 6A-1.012 (14)  
- [ ] Emergency Ratification *

**Contract Period:** 12/14/23 thru 12/13/24  
**Contract Value:** $ 50,000.00  
**Contract Type:** [x] Estimated Dollar Amount  
[ ] Firm, Fixed Dollar Amount  
[ ] Firm, Fixed Unit Prices  
[ ] Firm, Fixed Fees or Discounts  

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6-months</td>
<td>1 - year</td>
<td></td>
</tr>
</tbody>
</table>

* Rationale/Reason

This contract secures firm pricing for roof replacement on relocatable classrooms throughout the district.

- Bidders Solicited: 0  
- Bids Received: 0  
- Late Bids: 0  
- Rejected Bids: 0  
- [x] N/A - Bids Not Required

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

**Requested By:** Michael Hewett  
**Title:** Director, Maintenance Department  
**Buyer:** Christine Roney

---

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

**ELA CONTRACTING GROUP, LLC**  
Re roof portable classroom units. Removing old roofing down to the decking and replace any and all damaged decking /rafter tails, replace decking to current Florida Building Codes. Install new flintastic peel and stick base sheet, new 6" eve drip and use asphalt primer on all metal. Install flintastic peel and stick granulated cap sheet. Roll roof with 1001b roller. All flashing to be set around all soil stacks and power poles in modified roofing cement and covering any exposed cement with granular. Remove all trash/debris from the site and clean grounds including sweeping the area for nails with a rolling magnet.
The grounds will be returned to original condition. Provide manufacture and contractor warrantee upon completion.

<table>
<thead>
<tr>
<th>Re-roof Relocatable Classrooms Unit Pricing</th>
<th>Price per Square foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price to remove 960 sq. ft. of shingles and tar paper down to wood decking</td>
<td>$.60/SF.</td>
</tr>
<tr>
<td>Price to re nail 960 sq. ft. of decking to current specs</td>
<td>$.15 /SF.</td>
</tr>
<tr>
<td>Price to replace 64sq. ft. of 5/8 CDX decking</td>
<td>$3.25/SF</td>
</tr>
<tr>
<td>Price to replace 8 rafter tails 4 feet long</td>
<td>$7.50/LF</td>
</tr>
<tr>
<td>Price to replace 12 feet of 2x6 pressure treated sub fascia</td>
<td>$5.42/LF</td>
</tr>
<tr>
<td>Price to replace 12 feet of 6 inch. aluminum fascia</td>
<td>$3.50/LF</td>
</tr>
<tr>
<td>Price to replace 10 feet of 12 inch. soffit</td>
<td>$8.50/LF</td>
</tr>
<tr>
<td>Price to install 960 sq. ft. of flintastic peal and stick base sheet</td>
<td>$1.55/SF</td>
</tr>
<tr>
<td>Price to install 130 feet of 6 inch. eve drip</td>
<td>$4.10/LF</td>
</tr>
<tr>
<td>Price to install 960 sq. ft. peal and stick cap sheet</td>
<td>$2.58/SF</td>
</tr>
<tr>
<td>Price to install 3inch lead soil stack</td>
<td>$65.00/STACK</td>
</tr>
<tr>
<td><strong>Total for the re-roof</strong></td>
<td><strong>$6984.00</strong></td>
</tr>
</tbody>
</table>
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)
- [x] 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:** 12/13/23 thru 12/12/24  
[ ] N/A - One Time Purchase

**Contract Value:** $475,000.00

**Contract Type:** [x] Estimated Dollar Amount  
[ ] Firm, Fixed Dollar Amount  
[ ] Firm, Fixed Unit Prices  
[ ] Firm, Fixed Fees or Discounts

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>[ ] None</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6-months</td>
<td>1-year</td>
<td></td>
</tr>
</tbody>
</table>

* Rationale/Reason

This contract secures firm, fixed pricing for blinds, roller shades and installation.

**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  
**Title:** Director, Purchasing Department

**For:** Countywide

**Requested By:** Michael Hewett  
**Title:** Director, Maintenance Department

**Buyer:** Christine Roney

---

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

**FLOORING WORX, INC.**

Provide labor and materials to replace blinds district wide.
### VERTICAL BLINDS AND INSTALLATION

<table>
<thead>
<tr>
<th>SIZE RANGE (inches)</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>18x50 through 18x144</td>
<td>$9.70 /sq. ft.</td>
</tr>
<tr>
<td>25 x 50 through 25 x 144</td>
<td>$9.03 /sq. ft.</td>
</tr>
<tr>
<td>48 x 50 through 48 x 144</td>
<td>$8.91 /sq. ft.</td>
</tr>
<tr>
<td>72 x 50 through 72 x 144</td>
<td>$8.85 /sq. ft.</td>
</tr>
<tr>
<td>96 x 50 through 96 x 144</td>
<td>$8.71 /sq. ft.</td>
</tr>
<tr>
<td>120 x 50 through 120 x 144</td>
<td>$8.62 /sq. ft.</td>
</tr>
<tr>
<td>144 x 50 through 144 x 144</td>
<td>$8.26 /sq. ft.</td>
</tr>
<tr>
<td>168 x 50 through 168 x 144</td>
<td>$8.13 /sq. ft.</td>
</tr>
<tr>
<td>192 x 50 through 192 x 144</td>
<td>$7.92 /sq. ft.</td>
</tr>
</tbody>
</table>

### UNIT PRICES

- Removal of existing treatment, verticals: $8.44 /blind
- Re-installation of existing treatment, verticals: $4.95 /blind
- Valance with dust cover, installed, verticals: $23.85 /lin. ft.
- Disposal of existing vertical blinds off site: $10.92 /blind
- Miscellaneous Repairs as needed: $135 /hour
- Emergency Repairs (within 24hr response): $300 /hour

*Trip Charges included in rate

Manufacturer & Model of Product Bid: Graber G-71 Super-Vue Vertical Blinds
Note: Trip charges must be included in the unit cost of all blinds.

**MINI BLINDS AND INSTALLATION**

<table>
<thead>
<tr>
<th>SIZE RANGE (inches)</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 x 50 through 18 x 120</td>
<td>$10.78 /sq. ft.</td>
</tr>
<tr>
<td>48 x 50 through 48 x 120</td>
<td>$10.38 /sq. ft.</td>
</tr>
<tr>
<td>72 x 50 through 72 x 120</td>
<td>$8.62 /sq. ft.</td>
</tr>
<tr>
<td>96 x 50 through 96 x 120</td>
<td>$8.04 /sq. ft.</td>
</tr>
<tr>
<td>120 x 50 through 120 x 120</td>
<td>$7.63 /sq. ft.</td>
</tr>
</tbody>
</table>

**UNIT PRICES**

- Removal of existing treatment, mini blinds: $8.44 /blind
- Re-installation of existing treatment, mini blinds: $4.95 /blind
- Disposal of existing mini blinds off site: $10.92 /blind
- Miscellaneous Repairs as needed: $135 /hour
- Emergency Repairs (within 24hr response): $300 /hour

Manufacturer & Model of Product Bid:  
Bali S3000 1" Mini Blinds
# ROLLER SHADES

<table>
<thead>
<tr>
<th>SIZE RANGE (inches)</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 x 50 through 18 x 144</td>
<td>$10.45</td>
</tr>
<tr>
<td>25 x 50 through 25 x 144</td>
<td>$10.77</td>
</tr>
<tr>
<td>48 x 50 through 48 x 144</td>
<td>$10.66</td>
</tr>
<tr>
<td>72 x 50 through 72 x 144</td>
<td>$10.59</td>
</tr>
<tr>
<td>96 x 50 through 96 x 144</td>
<td>$10.46</td>
</tr>
<tr>
<td>120 x 50 through 120 x 144</td>
<td>$10.37</td>
</tr>
<tr>
<td>144 x 50 through 144 x 144</td>
<td>$10.01</td>
</tr>
<tr>
<td>168 x 50 through 168 x 144</td>
<td>$9.87</td>
</tr>
<tr>
<td>192 x 50 through 192 x 144</td>
<td>$9.67</td>
</tr>
</tbody>
</table>

## UNIT PRICES

- Removal of existing treatment, shade $8.44 /shade
- Re-installation of existing treatment, shade $4.95 /shade
- Disposal of existing treatment off site $10.92 /shade
- Miscellaneous Repairs as needed $135 /hour
- Emergency Repairs (within 24hr response) Trip Charges Included in rate
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

**Contract No:** 23-968-147  
**Title:** Roofing and Building Envelope Services

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

**Agenda Item Categories:**

- [ ] 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:** 03/01/23 thru 02/29/24  
**N/A - One Time Purchase**

**Contract Value:** $2,900,000.00 (revised amount)

**Contract Type:**  
- [ ] Estimated Dollar Amount  
- [ ] Firm, Fixed Dollar Amount  
- [ ] Firm, Fixed Unit Prices  
- [ ] Firm, Fixed Fees or Discounts

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>[ ] Length of Each Term</th>
<th>[ ] Length of Each Term</th>
<th>[ ] None</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6-months</td>
<td>1-year</td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason**

The AEPA Bid #21-D piggyback contract with Washington County District Schools was board-approved on March 21, 2023, for $2,000,000. This request to increase the Roofing and Building Envelope Services contract value by $900,000 is for the roof replacement at Brooker Creek Elementary School.

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

**Requested By:** Michael Hewett  
**Title:** Director, Maintenance Department  
**Buyer:** Christine Roney

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

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

[https://floridabuy.org/hti-tremco-weatherproofing-technologies-inc/](https://floridabuy.org/hti-tremco-weatherproofing-technologies-inc/)

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type of Products</th>
<th>Discount off MSRP</th>
<th>Shipping</th>
<th>Warranty Period**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tremco</td>
<td>All Tremco Materials</td>
<td>13.4%</td>
<td>Free Freight</td>
<td>Up to 20 yr</td>
</tr>
</tbody>
</table>

* Excluding Materials listed below

<table>
<thead>
<tr>
<th>Material</th>
<th>Discount</th>
<th>Shipping</th>
<th>Warranty Period**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal *</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
<tr>
<td>Insulation *</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
<tr>
<td>Fastener*</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
<tr>
<td>Vegetative Roofing *</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
<tr>
<td>Specialty Aggregate *</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
<tr>
<td>Safety Systems *</td>
<td>0%</td>
<td>Prepaid &amp; Add</td>
<td>Up to 20 yr</td>
</tr>
</tbody>
</table>

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

School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

**Contract No:** 24-968-061  **Title:** Roof Rehabilitation

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

**Agenda Item Categories:**

- [ ] Lowest Responsive Bid
- [ ] Request for Proposal
- [x] 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:** $ N/A

**Contract Type:**

- [ ] Estimated Dollar Amount
- [ ] Firm, Fixed Dollar Amount
- [ ] Firm, Fixed Unit Prices
- [ ] Firm, Fixed Fees or Discounts

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-months</td>
<td>- year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason**

The roof rehabilitation at Brooker Creek Elementary School will be conducted utilizing an annual contract.

Bidders Solicited: 861  **Bids Received:** 4  **Late Bids:** 0  **Rejected Bids:** 4  ☒ N/A - Bids Not Required

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  **For:** Brooker Creek Elementary School

**Title:** Director, Purchasing Department

**Requested By:** Michael Hewett  **Buyer:** Christine Roney

**Title:** Director, Maintenance Department

(24-968-061)
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 24-968-062  Title: Boiler 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 *

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: $ 269,737.00

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

Renewal Options:

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-months</td>
<td>- year</td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

This emergency purchase order to replace a boiler that was not operational or repairable at Thurgood Marshall Middle School was approved by the Superintendent in advance of School Board approval by authority of Board Policy 6320.

Bidders Solicited: 150  Bids Received: 1  Late Bids: 0  Rejected Bids: 0  ☐ N/A - Bids Not Required

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

Requested By: Craig D. Pollei  Title: Director of Facilities, Design and Construction Department  Buyer: Christine Roney

Mielke Mechanical Inc.

Provide new boiler installation in accordance with plans and specifications including all pumps, piping, controls, power for a complete working system.
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 24-968-086  Title: OEM Chiller Condenser Coils 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 *

Contract Period: thru N/A - One Time Purchase

Contract Value: $ 206,387.91

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

Renewal Options:

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-months</td>
<td>- year</td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

This sole source OEM provider will replace the chiller condenser coils and related equipment in-kind at Oak Grove Middle School. This vendor is the only factory authorized service center for Trane air conditioning products for the West Coast of Florida.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  For: Oak Grove Middle School

Title: Director, Purchasing Department

Requested By: Michael Hewett  Buyer: Christine Roney

Title: Director, Maintenance Department

TRANE U.S., INC.

Provide labor and materials to replace the condenser coils in the existing chillers. This work includes disconnecting and reconnecting the power supply, wiring, hardware, and piping as per plans and specifications.
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 24-968-087  Title: Relocatable Classrooms Toilet and Multipurpose Buildings

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: $1,498,410.00

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

Renewal Options:

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>☐ Length of Each Term</th>
<th>☐ Length of Each Term</th>
<th>☑ None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-months</td>
<td>- year</td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

This piggyback contract #23-00017 from Hendry County District Schools for modular buildings will secure discount rates for six (6) modular classroom buildings and includes delivery and installation.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  For: Gulf Beaches Elementary School

Requested By: Craig D. Pollei  Buyer: Christine Roney

Title: Director, Purchasing Department

Title: Director of Facilities, Design and Construction Department

SMART MODULAR SOLUTIONS, LLC

Provide drawings, manufacture, deliver and assemble (6) six modular portable classrooms on a foundation prepared by the school district as per plans and specifications.
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

**Contract No:** 22-205-160  **Title:** Alation Data Catalog and Governance

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:** 01/24/2024 thru 01/23/2025  **N/A - One Time Purchase**

**Contract Value:** $177,873.75

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

**Renewal Options:**
- No. of Terms Remaining
- Length of Each Term
- Perpetual term
- None

**Rationale/Reason**

Alation is an online tool for data governance that organizes data sources and builds an inventory of data assets through a collaborative process and role-based access. The Alation platform automates and accelerates data stewardship, security, organization, business glossary and data quality documentation. Alation enables approval and communication of governance policies and workflows to ensure accuracy of data.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  **For:** Technology and Information Systems

**Title:** Director, Purchasing Department

**Requested By:** Keith Mastorides  **Buyer:** Joe Benjamin

**Title:** Chief Technology Officer

**Contractor Name:** INSIGHT PUBLIC SECTOR

**Address:** 2701 E. InsighWay

Chandler, AZ 85286-1930

**Phone:** 800-467-4448

**Email:** KRIS.TAPIA@INSIGHT.COM
We deliver according to the following terms:

**Payment Terms**: Net 30 days  
**Ship Via**: Electronic Delivery  
**Terms of Delivery**: FOB DESTINATION  
**Currency**: USD

<table>
<thead>
<tr>
<th>Material</th>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTR-SUB-SW-129</td>
<td>ALATION ENTERPRISE EDITION - SUBSCRIPTION SERVER (INCLUDES EITHER 2 CONNECTORS,</td>
<td>1</td>
<td>78,963.86</td>
<td>78,963.86</td>
</tr>
<tr>
<td></td>
<td>SAP BW, OR 1 CONNECTOR WITH CLL UPGRADE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Coverage Dates</strong>: 24-JAN-2024 - 23-JAN-2025</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#CTR060025 / 43230000-23-NASPO-ACS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017ENTRSUBSW102</td>
<td>ALATION ENTERPRISE EDITION - HIGH AVAILABILITY</td>
<td>1</td>
<td>39,481.93</td>
<td>39,481.93</td>
</tr>
<tr>
<td></td>
<td>SERVER HIGH AVAILABILITY SERVICES TO THE SERVER HOSTING THE ALATION DATA CATALOG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Coverage Dates</strong>: 24-JAN-2024 - 23-JAN-2025</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#CTR060025 / 43230000-23-NASPO-ACS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTR-SUB-SW-2-VER3</td>
<td>ALATION INC GENERATE CONTENT, STEWARD, AND ADMINISTER</td>
<td>10</td>
<td>1,469.61</td>
<td>14,696.10</td>
</tr>
<tr>
<td></td>
<td><strong>Coverage Dates</strong>: 24-JAN-2024 - 23-JAN-2025</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#CTR060025 / 43230000-23-NASPO-ACS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTR-SUB-SW-3-VER3</td>
<td>ALATION INC SEARCH &amp; BROWSE CATALOG, GLOSSARIES, ARTICLES</td>
<td>100</td>
<td>49.70</td>
<td>4,970.00</td>
</tr>
<tr>
<td></td>
<td><strong>Coverage Dates</strong>: 24-JAN-2024 - 23-JAN-2025</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#CTR060025 / 43230000-23-NASPO-ACS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTR-SUB-SW-141</td>
<td>ALATION INC UP TO 5 DATA SOURCE TYPES INCLUDING THE 2 CONNECTORS THAT COME SERVER</td>
<td>1</td>
<td>39,761.86</td>
<td>39,761.86</td>
</tr>
<tr>
<td></td>
<td><strong>Coverage Dates</strong>: 24-JAN-2024 - 23-JAN-2025</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#CTR060025 / 43230000-23-NASPO-ACS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Product Subtotal**: 177,873.75  
**TAX**: 0.00  
**Total**: 177,873.75
Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Kris Tapia

KRIStAPIA@INSIGHT.COM

Branden Maiorano

+17372473702

BRANDEN.MAIORANO@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the “terms-and-policies” link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings (“Software and Cloud Offerings”), each offering will be subject to the applicable supplier's end user license and use terms (“Supplier Terms”) made available by the supplier or which can be found at the “terms-and-policies” link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

https://www.insight.com/terms-and-policies
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: December 12, 2023

Contract No: 21-205-160  Title: Asset Essentials Enterprise Solution

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)
- [x] 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: 01/01/2024 thru 12/31/2024  N/A - One Time Purchase

Contract Value: $112,474.20

Contract Type:
- [ ] Estimated Dollar Amount
- [x] Firm, Fixed Dollar Amount
- [ ] Firm, Fixed Unit Prices
- [ ] Firm, Fixed Fees or Discounts

Renewal Options:

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Perpetual Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perpetual term</td>
<td>6-months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason
This vendor holds the copyrights and distribution rights to their Asset Essentials Enterprise license which is used in the maintenance and operations departments to track work orders.

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: Maintenance Department

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine England

Contractor Name: BRIGHTLY SOFTWARE, INC
Address: 11000 REGENCY PARKWAY STE 400
CARY, NC 27518

Phone: 877-639-3833
Email: dan.gould@brightlysoftware.com
Vendor ID: 41462

Always be sure to reference T/C code “EXMT and EML2” on your TERMS purchase requisitions or Bid #21-205-160 on your internal purchase orders to ensure you receive our contract price. Orders should be assigned to buyer # 053.

(See Attached Tabulation)
**Brightly Software**

**Expenditures Synopsis:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concession</td>
<td>1/24/2024</td>
<td>2/29/2024</td>
<td>(22,053.76)</td>
</tr>
<tr>
<td>Asset Essentials Enterprise - Connector Toolkit</td>
<td>1/1/2024</td>
<td>12/31/2024</td>
<td>26,985.42 USD</td>
</tr>
<tr>
<td>Asset Essentials Inventory</td>
<td>1/1/2024</td>
<td>12/31/2024</td>
<td>25,122.08 USD</td>
</tr>
<tr>
<td>Asset Essentials Enterprise</td>
<td>1/1/2024</td>
<td>12/31/2024</td>
<td>70,870.46 USD</td>
</tr>
<tr>
<td>Dude Advocate</td>
<td>1/1/2024</td>
<td>12/31/2024</td>
<td>11,550.00 USD</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>112,474.20 USD</strong></td>
</tr>
</tbody>
</table>
Contract No: 24-918-092  
Title: Marketing Plan Communication 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: 11/26/2023 thru 06/30/2024  
N/A - One Time Purchase

Contract Value: $71,550.00

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

Renewal Options:  

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term 6-months</th>
<th>Length of Each Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>❑ None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

Approval of the marketing plan will enable the implementation of diverse communication strategies, including geofencing, TV streaming, social media, search engine marketing and more. The anticipated result is an enhanced connection and understanding between the district and all stakeholders, promoting educational success.

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: Countywide

Requested By: Jennifer Dull  
Title: Chief Strategy/Impact Officer

Buyer: Joe Benjamin

Recommended award by vendor as follows: (see attached)

BEASLEY MEDIA GROUP, LLC
AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
And
BEASLEY MEDIA GROUP, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12 of December, 2023, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and BEASLEY MEDIA GROUP, 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 November 26, 2023, and end June 30, 2024. 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 $71,550 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
   a) Payments will be made in quarterly installments.
   b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
   c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
   d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
   e) All invoices, and deliverables, must be approved in writing by the School Board’s Project Contact and the Director of Special Projects prior to payment by the School Board, such approval not to be unreasonably withheld or delayed.
   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 one (1) year 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, as required by law.

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.
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.


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:** Beasley Media Group, LLC
Attn: Leslie Hamand
9721 Executive Center Dr N #200
St Petersburg, FL 33702

**Board Project Contact:** Britnie Meyer, Marketing & Social Media Coordinator
P.O. Box 2942
Largo, FL 33779-2942

**Board Administrative Contact:** Jennifer Dull, Chief Strategy & Impact Officer
P.O. Box 2942
Largo, FL 33779-2942

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

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

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

19. **Public Records:** Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

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.

Form for contracts \( > \) or = \$50,000.00
Revised 12/6/2022

Page 5 of 8
d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

20. **Signatures Required:** This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.

21. **Captions:** The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

22. **Entire Agreement; Modifications:** This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.

23. **E-Verify**
   a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.

   b. **Subcontractors**

      (i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
(ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).

(iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor’s E-Verify number coupled with an affidavit that all of Contractor’s Subcontractors similarly comply with the law.

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

THE SCHOOL BOARD OF PINELLS COUNTY, FLORIDA

By: __________________________
    __________________________, Chairperson

Date: __________________________

Attest: __________________________
    Kevin K. Hendrick, Superintendent

Witness: __________________________

BEASLEY MEDIA GROUP

By: __________________________
    Caroline Beasley, CEO

Date: October 19, 2023

Approved as to Form:

[Signature]
Office of School Board Attorney

FUNDING SOURCE: (Insert funding source that will pay for this Agreement)
### On-Air Schedule

**Order Date Range:** 10/16/2023 through 06/30/2024 (37 weeks)
**Media Outlets:** WYUU-FM, WYUU-HD2

<table>
<thead>
<tr>
<th>#</th>
<th>Dates</th>
<th>Station</th>
<th>Time/Program</th>
<th>Len</th>
<th>Mo</th>
<th>Tu</th>
<th>We</th>
<th>Th</th>
<th>Fr</th>
<th>Sa</th>
<th>Su</th>
<th>S/W</th>
<th>Rate</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10/16/23-10/29/23 WYUU-FM</td>
<td>LIVE ENDORSEMENT CRISTY</td>
<td>06:00AM-10:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>3</td>
<td>100.00</td>
<td>6</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BALDERRAA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>10/16/23-10/29/23 WYUU-FM</td>
<td></td>
<td>06:00AM-07:00PM</td>
<td>15</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>4</td>
<td>55.00</td>
<td>8</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>10/16/23-10/29/23 WYUU-FM</td>
<td></td>
<td>10:00AM-07:00PM</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>X</td>
<td>1</td>
<td>30.00</td>
<td>2</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>10/16/23-10/29/23 WYUU-FM</td>
<td></td>
<td>06:00AM-12:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td>0.00</td>
<td>4</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>12/04/23-12/16/23 WYUU-FM</td>
<td>LIVE ENDORSEMENT CRISTY</td>
<td>06:00AM-10:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>3</td>
<td>100.00</td>
<td>6</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>12/04/23-12/16/23 WYUU-FM</td>
<td></td>
<td>06:00AM-07:00PM</td>
<td>15</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>4</td>
<td>55.00</td>
<td>8</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>12/04/23-12/16/23 WYUU-FM</td>
<td></td>
<td>10:00AM-07:00PM</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>X</td>
<td>1</td>
<td>30.00</td>
<td>2</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>12/04/23-12/16/23 WYUU-FM</td>
<td></td>
<td>06:00AM-12:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td>0.00</td>
<td>4</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>02/05/24-02/18/24 WYUU-FM</td>
<td></td>
<td>06:00AM-10:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>3</td>
<td>100.00</td>
<td>6</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>02/05/24-02/18/24 WYUU-FM</td>
<td></td>
<td>06:00AM-07:00PM</td>
<td>15</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>4</td>
<td>55.00</td>
<td>8</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>02/05/24-02/18/24 WYUU-FM</td>
<td></td>
<td>10:00AM-07:00PM</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>X</td>
<td>1</td>
<td>30.00</td>
<td>2</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>02/05/24-02/18/24 WYUU-FM</td>
<td></td>
<td>06:00AM-12:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td>0.00</td>
<td>4</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>04/08/24-04/21/24 WYUU-FM</td>
<td></td>
<td>06:00AM-10:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>3</td>
<td>100.00</td>
<td>6</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>04/08/24-04/21/24 WYUU-FM</td>
<td></td>
<td>06:00AM-07:00PM</td>
<td>15</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>4</td>
<td>55.00</td>
<td>8</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>04/08/24-04/21/24 WYUU-FM</td>
<td></td>
<td>10:00AM-07:00PM</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>X</td>
<td>1</td>
<td>30.00</td>
<td>2</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>04/08/24-04/21/24 WYUU-FM</td>
<td></td>
<td>06:00AM-12:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td>0.00</td>
<td>4</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>06/03/24-06/16/24 WYUU-FM</td>
<td></td>
<td>06:00AM-10:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>3</td>
<td>100.00</td>
<td>6</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>06/03/24-06/16/24 WYUU-FM</td>
<td></td>
<td>06:00AM-07:00PM</td>
<td>15</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>--</td>
<td>4</td>
<td>55.00</td>
<td>8</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>06/03/24-06/16/24 WYUU-FM</td>
<td></td>
<td>10:00AM-07:00PM</td>
<td>30</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>X</td>
<td>1</td>
<td>30.00</td>
<td>2</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>06/03/24-06/16/24 WYUU-FM</td>
<td></td>
<td>06:00AM-12:00AM</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td>0.00</td>
<td>4</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Alternative Revenue Schedule

<table>
<thead>
<tr>
<th>#</th>
<th>Start Date</th>
<th>End Date</th>
<th>Station</th>
<th>Pricing</th>
<th>Rate</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>GEO-FENCING, 76,923 IMPRESSIONS</td>
<td>13.00</td>
<td>76,923</td>
<td>1,000.00</td>
</tr>
<tr>
<td>6</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>CPM 86,207 IMPRESSIONS</td>
<td>29.00</td>
<td>86,207</td>
<td>2,500.00</td>
</tr>
<tr>
<td>7</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/83333 Unit(s) Per Schedule</td>
<td>2,500.00</td>
<td>83,333</td>
<td>2,500.00</td>
</tr>
<tr>
<td>8</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>1,000.00</td>
<td>1</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

Accepted for ...

Name | Title
---|---

Order Summary - Printed at: 10/09/2023 05:57:03pm
<table>
<thead>
<tr>
<th>#</th>
<th>Start Date</th>
<th>End Date</th>
<th>Station</th>
<th>Pricing</th>
<th>Rate</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/102941 Unit(s) Per Schedule</td>
<td>3,500.00</td>
<td>102,941</td>
<td>3,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTT. 102,941 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>2,500.00</td>
<td>1</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SEM. 370-450 CLICKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>30.00</td>
<td>75,000</td>
<td>2,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>75,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>20.00</td>
<td>100,000</td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>10/31/23</td>
<td>10/31/23</td>
<td>WYUU-FM</td>
<td>CPM</td>
<td>16.00</td>
<td>50,000</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>10/16/23</td>
<td>10/29/23</td>
<td>WYUU-HD2</td>
<td>Per Unit/1 Unit(s) Per Week</td>
<td>200.00</td>
<td>2</td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TALENT FEE CRISTY BALDERRAMA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>13.00</td>
<td>57,692</td>
<td>750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GEO-FENCING. 57,692 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/67241 Unit(s) Per Schedule</td>
<td>1,950.00</td>
<td>67,241</td>
<td>1,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,241 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/67241 Unit(s) Per Schedule</td>
<td>1,950.00</td>
<td>67,241</td>
<td>1,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ADDRESSABLE PRE-ROLL. 67,241 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/58824 Unit(s) Per Schedule</td>
<td>2,000.00</td>
<td>58,824</td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTT. 58,824 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>1,500.00</td>
<td>1</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SEM. 350-430 CLICKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>30.00</td>
<td>50,000</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>12/31/23</td>
<td>12/31/23</td>
<td>WYUU-FM</td>
<td>CPM</td>
<td>18.00</td>
<td>50,000</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>12/04/23</td>
<td>12/17/23</td>
<td>WYUU-HD2</td>
<td>Per Unit/1 Unit(s) Per Week</td>
<td>200.00</td>
<td>2</td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TALENT FEE CRISTY BALDERRAMA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>13.00</td>
<td>57,692</td>
<td>750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GEO-FENCING. 57,692 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/67241 Unit(s) Per Schedule</td>
<td>1,950.00</td>
<td>67,241</td>
<td>1,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,241 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/58824 Unit(s) Per Schedule</td>
<td>2,000.00</td>
<td>58,824</td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTT. 58,824 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>1,500.00</td>
<td>1</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SEM. 350-430 CLICKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>30.00</td>
<td>50,000</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>02/29/24</td>
<td>02/29/24</td>
<td>WYUU-FM</td>
<td>CPM</td>
<td>18.00</td>
<td>50,000</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>02/05/24</td>
<td>02/18/24</td>
<td>WYUU-FM</td>
<td>Per Unit/1 Unit(s) Per Week</td>
<td>200.00</td>
<td>2</td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TALENT FEE CRISTY BALDERRAMA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Accepted for ...  

Accepted for advertiser OR agency as agent for the advertiser
<table>
<thead>
<tr>
<th>#</th>
<th>Start Date</th>
<th>End Date</th>
<th>Station</th>
<th>Pricing</th>
<th>Rate</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>13.00</td>
<td>76,923</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GEO-FENCING, 76,923 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>29.00</td>
<td>86,207</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>86,207 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/83333 Unit(s) Per Schedule</td>
<td>2,500.00</td>
<td>83,333</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ADDRESSABLE PRE-ROLL, 83,333 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>1,000.00</td>
<td>1</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>YOUTUBE, 8,333 VIEWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/102941 Unit(s) Per Schedule</td>
<td>3,500.00</td>
<td>102,941</td>
<td>3,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTT, 102,941 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>2,500.00</td>
<td>1</td>
<td>2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SEM, 370-450 CLICKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>30.00</td>
<td>75,000</td>
<td>2,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>75,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>20.00</td>
<td>100,000</td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>04/30/24</td>
<td>04/30/24</td>
<td>WYUU-FM</td>
<td>CPM</td>
<td>18.00</td>
<td>50,000</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>04/08/24</td>
<td>04/21/24</td>
<td>WYUU-FM</td>
<td>Per Unit/1 Unit(s) Per Week</td>
<td>200.00</td>
<td>2</td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TALENT FEE CRISTY BALDERRAMA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>13.00</td>
<td>57,692</td>
<td>750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GEO-FENCING, 57,692 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/67241 Unit(s) Per Schedule</td>
<td>1,950.00</td>
<td>67,241</td>
<td>1,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,241 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/58824 Unit(s) Per Schedule</td>
<td>2,000.00</td>
<td>58,824</td>
<td>2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTT, 58,824 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-HD2</td>
<td>Flat Rate/1 Unit(s) Per Schedule</td>
<td>1,500.00</td>
<td>1</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SEM, 350-430 CLICKS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-HD2</td>
<td>CPM</td>
<td>30.00</td>
<td>50,000</td>
<td>1,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>06/30/24</td>
<td>06/30/24</td>
<td>WYUU-FM</td>
<td>CPM</td>
<td>18.00</td>
<td>50,000</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000 IMPRESSIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>06/30/24</td>
<td>06/16/24</td>
<td>WYUU-FM</td>
<td>Per Unit/1 Unit(s) Per Week</td>
<td>200.00</td>
<td>2</td>
<td>400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TALENT FEE CRISTY BALDERRAMA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Station Totals

<table>
<thead>
<tr>
<th>Station</th>
<th>On-Air Count</th>
<th>On-Air Count</th>
<th>Digital Count</th>
<th>Digital Count</th>
<th>Web Count</th>
<th>Web Count</th>
<th>Other Count</th>
<th>Other Count</th>
<th>Gross Billing</th>
<th>Net Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>WYUU-FM</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>250,010</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>WYUU-HD2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,817,327</td>
<td>$59,550.00</td>
<td>$59,550.00</td>
</tr>
<tr>
<td>Totals</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,067,337</td>
<td>$71,550.00</td>
<td>$71,550.00</td>
</tr>
</tbody>
</table>

Total Charges: $71,550.00
Total Net: $71,550.00

Accepted for advertiser or agency as agent for the advertiser
<table>
<thead>
<tr>
<th>Month</th>
<th>Year</th>
<th>Gross Billing</th>
<th>Net Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>October</td>
<td>2023</td>
<td>$19,650.00</td>
<td>$19,650.00</td>
</tr>
<tr>
<td>November</td>
<td>2023</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>December</td>
<td>2023</td>
<td>$12,050.00</td>
<td>$12,050.00</td>
</tr>
<tr>
<td>January</td>
<td>2024</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>February</td>
<td>2024</td>
<td>$10,100.00</td>
<td>$10,100.00</td>
</tr>
<tr>
<td>March</td>
<td>2024</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>April</td>
<td>2024</td>
<td>$19,650.00</td>
<td>$19,650.00</td>
</tr>
<tr>
<td>May</td>
<td>2024</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>June</td>
<td>2024</td>
<td>$10,100.00</td>
<td>$10,100.00</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$71,550.00</td>
<td>$71,550.00</td>
</tr>
</tbody>
</table>
**Purchasing Agenda Item**

School Board Meeting of: December 12, 2023

**Contract No:** 24-785-093  
**Title:** Classic Learning Test (CLT)

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  
- [x] Professional Services/Copyrighted Materials per 6A1.012 (11)*  
- [ ] Direct Negotiation per 6A-1.012 (14)  
- [ ] Emergency Ratification *

**Contract Period:** 02/15/2024 thru 05/29/2023  
**Contract Value:** $177,973.50  
**Contract Type:** [x] Firm, Fixed Dollar Amount  
- [ ] Firm, Fixed Dollar Amount  
- [ ] Firm, Fixed Unit Prices  
- [ ] Firm, Fixed Fees or Discounts

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-months</td>
<td>- year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason:**

The Classic Learning Test (CLT) is a college entrance exam, comparable to the ACT and SAT that the Florida Legislature has approved for use by public schools. The CLT is a standardized test that can be used by students who need to earn a concordant score to meet the state’s graduation requirements for the state’s assessments in English Language Arts and Reading and in Algebra. In addition to this agreement of $118,000, an emergency purchase order in the amount of $59,973.50 to provide students a testing opportunity on December 2, 2023, was approved by the Superintendent in advance of School Board approval by authority of Board Policy 6320.

**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:** Countywide High Schools

**Requested By:** Rita Vasquez  
**Title:** Executive Director, HS Education  
**Buyer:** Christina DiLeonardo-Rowan

Classic Learning Initiatives  
V-42162
AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
CLASSIC LEARNING INITIATIVES, LLC

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12 day of December, 2023, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and CLASSIC LEARNING INITIATIVES, LLC (hereinafter "Contractor").

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

1. **Term of Project:** The project period will begin February 15, 2024, and end May 29, 2024. 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 $118,000.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
   a) Payments will be made in quarterly installments, unless all deliverables have been received in one bulk unit, in which event payment in full will be made within the timeframe specified herein.
   b) Contractor will submit quarterly invoices within 30 days following the close of each quarter containing the original signature of an authorized official of the Contractor.
   c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
   d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
   e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
   f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.

4. **Independent Contractors:** By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.

5. **Non-Discrimination:** Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of
1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. **Retention of Records:** The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.

7. **Termination:**
   A. **Without Cause:** Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
   
   B. **With Cause:** The material failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
   
   C. **Amount Payable Upon Termination:** In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.

8. **Intellectual Properties:** Intentionally omitted.

9. **Access to Records:** The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.

10. **Liability:** (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

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

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

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

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

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

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:
• Hold the student records and information in strict confidence and not use or disclose except as required or permitted by this Agreement or required by law and that except when the parent of a student or a student provides prior written consent for its release, all shared student records will be disclosed only to employees of Contractor, or employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or student, student records and information will not be disclosed except as allowed by the laws; and
• Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA’s privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
• Continually monitor its operations and take all actions reasonably necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

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

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

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.

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

**Board Project Contact:**  
Rita Vasquez, Executive Director High School Ed.  
P.O. Box 2942  
Largo, FL 33779-2942

**Board Administrative Contact:**  
Rita Vasquez, Executive Director High School Ed.  
P.O. Box 2942  
Largo, FL 33779-2942

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

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

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

19. **Public Records:** Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

   a. Keep and maintain public records required by the School Board to perform the service.
   b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.

d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.

g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.

21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.

23. E-Verify
a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.

b. Subcontractors
(i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contract shall also require all of its Subcontractors to provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).

(iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.

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

/Jokans\ Neller

CLASSIC LEARNING INITIATIVES, LLC

By: _________________________________________
Noah J Tyler, CFO

Date: 11/16/23

Approved as to Form:

/Office of School Board Attorney

FUNDING SOURCE: Operating Dollars
## Estimate

**ADDRESS**  
Pinellas County School District (FL)  
301 4TH St SW  
Largo, FL 33770

**SHIP TO**  
Pinellas County School District (FL)  
301 4TH St SW  
Largo, FL 33770

**SALES REP**  
SS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLT</td>
<td>College Entrance Exam for 11th &amp; 12th grade</td>
<td>2,000</td>
<td>29.50</td>
<td>59,000.00</td>
</tr>
<tr>
<td>CLT</td>
<td>College Entrance Exam for 11th &amp; 12th grade</td>
<td>2,000</td>
<td>29.50</td>
<td>59,000.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL**  
$118,000.00

**TAX**  
$0.00

**TOTAL**  
$118,000.00

Accepted By

Accepted Date
## Estimate

**ADDRESS**
Pinellas County School District (FL)
301 4TH St. SW
Largo, FL 33770

**SHIP TO**
Pinellas County School District (FL)
301 4TH St. SW
Largo, FL 33770

**ESTIMATE** 921  
**DATE** 11/17/2023  
**EXPIRATION DATE** 11/30/2023

**SALES REP**
SS

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLT</td>
<td>College Entrance Exam for 11th &amp; 12th grade</td>
<td>2,033</td>
<td>29.50</td>
<td>59,973.50</td>
</tr>
</tbody>
</table>

**SUBTOTAL** 59,973.50

**TAX** 0.00

**TOTAL** $59,973.50

Accepted By

Accepted Date
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:** 12-12-2023 thru 06-30-2024  N/A - One Time Purchase

**Contract Value:** $266,735.14

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

**Renewal Options:**

<table>
<thead>
<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-months</td>
<td>- year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason:**
This program will focus on eight (8) of our district high schools (Gibbs, Lakewood, St. Petersburg, Hollins, Northeast, Pinellas Park, Largo, Clearwater). Rising junior and senior students, representative of the school’s demographics, will be selected to participate in this program which will prepare them to serve as student leaders in their schools and to mentor rising freshman and sophomore students who are at-risk of not graduating on time with their peers. Select teacher sponsors at each school will work with our student mentors and Franklin Covey..
AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
FRANKLIN COVEY

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into this ___ day of __, 2023, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter “the School Board” or “Board”) and FRANKLIN COVEY (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 December 13th, 2023, and end June 30th, 2024. 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 $266,735.14 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the ESSER / ARP grant by the federal government. The following terms shall govern payments:
   a) Payments will be made in quarterly installments.
   b) Contractor will submit invoices, as set forth in Attachment A.
   c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
   d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
   e) All invoices, and deliverables, 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. If School Board terminates for convenience, Contractor shall not refund any prepaid funds.

   B. **With Cause:** The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party’s receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

   C. **Amount Payable Upon Termination:** In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.

8. **Blank**

9. **Access to Records:** The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.

10. **Liability:** (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.

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

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

   **Contractor Contact:** Josh Jefferson, Financial Director  
   2200 W. Parkway Blvd.  
   Salt Lake City, UT 84119  
   Josh.jefferson@franklincovey.com

   **Board Project Contact:** Rita Vasquez, Executive Director High School Education  
   P.O. Box 2942  
   Largo, FL 33779-2942

   **Board Administrative Contact:** Rita Vasquez, Executive Director High School Education  
   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.
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: ____________________________
Laura Hine, Chairperson

Date: ____________________________

Attest: ____________________________
Kevin K. Hendrick, Superintendent

Witness:

______________________________
Jenny Frost
Client Engagement Coordinator

FRANKLIN COVEY

By: ____________________________
Kimberly Neville, Director of Legal

Date: 11/17/2023

Approved as to Form:

______________________________
Office of School Board Attorney

PROJECT REFERENCE: BTG Goal 1

FUNDING SOURCE: ESSER / ARP
Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"): 

Organization: Pinellas County Schools
Address: 301 4TH St. SW
City, State, Zip: Largo, Florida 33770
Contact Person: Rita Vasquez
Telephone: (727) 588-6000
Email: vasquezr@pcsb.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

<table>
<thead>
<tr>
<th>Districts/Schools Receiving Services</th>
<th>Start Date</th>
<th>End Date</th>
<th>Invoice Date</th>
<th>Amount</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinellas County School District</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$1,500.00</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Hollins High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$83,127.44</td>
<td>1</td>
<td>$83,127.44</td>
</tr>
<tr>
<td>Northeast High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Clearwater High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Gibbs High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Lakewood High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Largo High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Pinellas Park High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>St. Petersburg High School</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Prepaid High School 7 Habits and Teaching Leadership Consultant Daily Rate</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>16</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>Prepaid High School Lighthouse Teams 1 Consultant Daily Rate</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>8</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>Prepaid Leading Results Consultant Daily Rate</td>
<td>12/13/2023</td>
<td>12/12/2024</td>
<td>12/13/2023</td>
<td>$3,000.00</td>
<td>8</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>

Materials*

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Habits Signature 4.0 Participant Guide</td>
<td>1</td>
<td>$63.00</td>
</tr>
<tr>
<td>Estimated Shipping &amp; Handling</td>
<td>1</td>
<td>$2,794.70</td>
</tr>
</tbody>
</table>

Total Investment: $266,735.14

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

This Agreement is subject to credit approval by FranklinCovey's Credit Department.
IN WITNESS WHEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.  
Signature:  
Printed Name: Jennifer Frost  
Title: Client Engagement Coordinator  
Effective Date:  

Pinellas County Schools  
Signature:  
Printed Name: RITA M. VASQUEZ, Ed.D  
Title: Executive Director, H.S. Ed.  

Terms and Conditions

Grant of Rights To Portal: Franklin Covey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: Franklin Covey hereby grants to Client a limited, non-exclusive license (the "License") to use the FCIP (defined below) only in connection with the delivery or promotion of Franklin Covey’s Leader in Me solution within Client’s school. For clarity, and by way of example only, the FCIP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, the FCIP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a Franklin Covey trademark, such as “The Leader in Me®” or as a domain name. The License to the FCIP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FCIP shall be deemed derivative works ("Derivative Works"), and are owned by Franklin Covey and may be used only pursuant to the License granted herein. "FCIP" shall mean the Leader in Me trademarks and other materials provided to Client by Franklin Covey, including intellectual property associated with the 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FCIP, that such FCIP is copyright- and/or trademark-protected and the proprietary property of Franklin Covey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FCIP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, Franklin Covey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant: Contact Franklin Covey via email preferably thirty (30) days in advance to schedule a Franklin Covey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days’ notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days’ notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by Franklin Covey, as well as any travel costs imposed on Franklin Covey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by Franklin Covey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, Franklin Covey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days’ written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FCIP; and (b) discontinue all use of Derivative Works.

Payment Terms: Franklin Covey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-proratable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to Franklin Covey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audits: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client’s sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

This Agreement is subject to credit approval by Franklin Covey’s Credit Department.
Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 41 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

This Agreement is subject to credit approval by FranklinCovey's Credit Department.