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.**

**Proposers Recommended for Award**

See attached agenda summary items contingent upon final PCS Board approval at the July 11, 2023 Board Meeting.

[https://www.pcsb.org/Page/746](https://www.pcsb.org/Page/746)
### PURCHASING AGENDA SUMMARY

**July 11, 2023**

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**Recommended Bidders:**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID TITLE</th>
<th>BID CATEGORY</th>
<th>BID TERM</th>
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<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-295-303</td>
<td>Elevator Maintenance</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Maintenance Department</td>
<td>Various</td>
<td>Various</td>
<td>360,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:** This contract secures pricing for preventative maintenance and emergency repairs for elevators throughout the district.

- **Recommended Bidders:** Skyline Elevator Inc.

<table>
<thead>
<tr>
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<th>**PROJECT/ SUB-PROJECT</th>
<th>TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-968-190</td>
<td>Drainage Remediation</td>
<td>LRB</td>
<td>N/A</td>
<td>Pinellas Technical College</td>
<td>0373/3801</td>
<td>3500/3018</td>
<td>92,382.00</td>
</tr>
</tbody>
</table>

**COMMENTS:** The corrugated metal pipe and control structure is several decades old and needs to be replaced. The pipe and control structure replacement are essential to ensure proper functioning of the original stormwater mechanism.

- **Recommended Bidders:** GA Nichols Company

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>23-968-193</td>
<td>Directional Boring and Hand Trenching</td>
<td>LRB</td>
<td>1 Yr.</td>
<td>Countywide</td>
<td>Various</td>
<td>Various</td>
<td>350,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:** This contract provides labor, materials and all equipment necessary to perform underground utility and excavation for electrical, fire alarm, intercom, and security installations throughout the district.

- **Recommended Bidders:** Carl Hankins, Inc.
**PURCHASING AGENDA SUMMARY**

**July 11, 2023**

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</tr>
</thead>
<tbody>
<tr>
<td>23-968-205</td>
<td>Epoxy Coating Domestic Water Lines Services</td>
<td>LRB</td>
<td>1 Yr.</td>
<td>Maintenance Department Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>1,500,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:**

The recommendation is to select Florida Pipe Lining Solutions, LLC as the most responsive and responsible bid submittal for epoxy coating of domestic water lines services. This contract will secure firm pricing for material and equipment to sandblast, bond and apply epoxy coating to domestic water lines.

### RECOMMENDED BIDDER:

<table>
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<th>*FUND/CC</th>
<th>**PROJECT/ SUB-PROJECT</th>
<th>NEW TOTAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-265-074</td>
<td>Blinds, Mini, Vertical and Roller Shades Installed</td>
<td>RA</td>
<td>1 Yr.</td>
<td>Countywide Michael Hewett</td>
<td>Various</td>
<td>Various</td>
<td>300,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:**

The bid was originally board approved for 150,000.00 on December 13, 2022. This request to increase the contract by $150,000 is necessary due to unexpected price increases of products and the addition of roller blinds as an optional product.

### RECOMMENDED BIDDER:

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</thead>
<tbody>
<tr>
<td>21-380-238</td>
<td>Milk, Dairy &amp; Juice Products</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Food &amp; Nutrition Department Karen Oruwariye</td>
<td>0410/5470</td>
<td>9502</td>
<td>4,500,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS:**

This proposal will provide milk, dairy and juice products for all meals served within the Pinellas County School District.
## PURCHASING AGENDA SUMMARY

**July 11, 2023**

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</tr>
</thead>
<tbody>
<tr>
<td>21-380-239</td>
<td>Ice Cream Products</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Food &amp; Nutrition Department Karen Oruwariye</td>
<td>0410/5470</td>
<td>9502</td>
<td>100,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS**: This proposal will provide smart snack compliant ice cream products as an ala cart option for student meals.

<table>
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</thead>
<tbody>
<tr>
<td>23-375-182</td>
<td>Bread Products - Fresh Bakery</td>
<td>LRB</td>
<td>2 Yr.</td>
<td>Food &amp; Nutrition Department Karen Oruwariye</td>
<td>0410/5470</td>
<td>9502</td>
<td>1,000,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS**: This proposal will provide fresh bread products to all cafeterias district-wide.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>23-880-176</td>
<td>Audio Visual &amp; Video Equipment/Materials</td>
<td>LRB</td>
<td>1 Yr.</td>
<td>Countywide Sarah Truelson Various</td>
<td>Various</td>
<td>Various</td>
<td>2,000,000.00 (Estimated)</td>
</tr>
</tbody>
</table>

**COMMENTS**: Implementing the 2023-2024 AV Bid List for our school district holds numerous benefits for our students, educators, and staff. By embracing AV technology, we can transform traditional classrooms into dynamic, engaging learning spaces, fostering creativity, critical thinking, and digital literacy among our students. The cost-effectiveness and efficiency offered by the bid list will allow us to maximize the value of our investments while streamlining procurement processes. The list includes items to create more engaging presentations, audio equipment for use across campus (car circle or PE field), equipment to help with printing posters and lamination, USB headsets for use with the one-to-one device initiative and various digital presenters to be used in classrooms.
### RECOMMENDED BIDDERS:

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>23-208-221</td>
<td>ThinkCERCA Licenses, Support and Professional Development</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>9-12 Language Arts &amp; Reading/Britt Moseley</td>
<td>0100/5230</td>
<td>2342/6265</td>
<td>247,500.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**

ThinkCERCA is a comprehensive writing system that provides scaffolding, explicit instruction, skills practice as well as appropriately complex reading and writing lessons. We use ThinkCERCA monthly in 9th and 10th grade ELA to provide practice for students in preparation for the BEST and FAST state assessment. Additionally, ThinkCERCA provides human scoring once a year as a benchmark assessment prior to the BEST writing assessment.

### RECOMMENDED BIDDERS:

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</thead>
<tbody>
<tr>
<td>23-208-222</td>
<td>Turnitin Feedback Studio License and Originality AI Detection Suite</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>9-12 Language Arts &amp; Reading/Britt Moseley</td>
<td>0100/5230</td>
<td>2342/6265</td>
<td>93,450.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**

Turn-it-in is our plagiarism identification system. This year, Turn-it-in has expanded to include identification of AI written work. It is used in most of our college prep classes and is integrated through canvas which further supports our PCS Connects initiative.
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<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-961-220</td>
<td>Lindamood-Bell Professional</td>
<td>PS/CM</td>
<td>11 months</td>
<td>ESE Dept. Evelyn Mowatt</td>
<td>0420/6600</td>
<td>M317 M341</td>
<td>85,000.00</td>
</tr>
<tr>
<td></td>
<td>Development Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
Lindamood-Bell is an intensive reading program that is used at our Centers for Literacy Innovation. It addresses the specific needs of students who have Dyslexia or the characteristics of Dyslexia. We determined this to be the best program for our students based upon research, overall cost and the positive data collected during our years of implementation. We continue our partnership with Lindamood-Bell to ensure that students receive the multi sensory, scaffolded and systematic instruction they need to develop as literate students.

<table>
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</thead>
<tbody>
<tr>
<td>23-963-223</td>
<td>USF-AP Summer Institute Fees</td>
<td>PS/CM</td>
<td>N/A</td>
<td>Advanced Studies and</td>
<td>0100/6030</td>
<td>2644/4446</td>
<td>106,340.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Academic Excellence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cassandra Bogatz</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
Teachers attend the Advanced Placement Summer Institute (APSI) the summer prior to the first year teaching the course and every 3 years after. The first summer is to become familiar with the timeline and pacing of the curriculum throughout the year to best prepare students for the final AP Exam. Attending every 3 years allows students to stay current with changes to the exam, resources, and pacing. It also provides teachers an opportunity to collaborate with other teachers from out of county/state who teach the same course.
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</tr>
</thead>
<tbody>
<tr>
<td>23-785-224</td>
<td>College Boards Pre-Advanced Placement Contract</td>
<td>PS/CM</td>
<td>N/A</td>
<td>Advanced Studies and Academic Excellence Cassandra Bogatz</td>
<td>0100/6030</td>
<td>2644/4446</td>
<td>135,000.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**

Pre-AP courses are available in Social Studies and Visual Arts at the middle school level and Algebra, Geometry, Biology, and Chemistry at the high school level. Pre-AP coursework provides students with a foundation to take rigorous courses later in their academic career. All Pre-AP courses have a set of shared principles, which enables students of every ability level to build cross-disciplinary critical thinking skills.

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</thead>
<tbody>
<tr>
<td>23-785-225</td>
<td>College Board SAT Suite of Assessments</td>
<td>PS/CM</td>
<td>N/A</td>
<td>Advanced Studies and Academic Excellence Cassandra Bogatz</td>
<td>0100/6030</td>
<td>6239/1029</td>
<td>472,277.75</td>
</tr>
</tbody>
</table>

**COMMENTS:**

This contract includes PSAT 8/9, PSAT/NMSQT for 9th and 11th grade students, and Fall SAT School Day for all 12th grade students. 10th grade students taking PSAT/NMSQT are paid for by the state and 11th grade students taking SAT School Day in Spring are paid for by the state. Ensuring equitable access for Black students to on-site, college readiness testing in every high school is part of our Bridging the Gap plan. Training counselors, principals, and APC’s in the use of data from the SAT Suite of Assessments to support students in selecting and enrolling in the appropriate accelerated course option that matches their strengths is also part of the Bridging the Gap plan.
**PURCHASING AGENDA SUMMARY**  
July 11, 2023

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<tbody>
<tr>
<td>22-050-231</td>
<td>Art Sketchbooks</td>
<td>RN</td>
<td>1 Yr.</td>
<td>Countywide</td>
<td>0100/5050</td>
<td>2310/1011</td>
<td>150,000.00</td>
</tr>
</tbody>
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**COMMENTS:**  
Provide sketchbooks, a Visual Art curriculum supply item, countywide.

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<tbody>
<tr>
<td>23-948-018</td>
<td>Professional Nursing Services</td>
<td>PS/CM</td>
<td>1 Yr.</td>
<td>School Health Services</td>
<td>0100/5530</td>
<td>9902</td>
<td>104,000.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**  
Provide professional nursing services for a medically needy student attending in-person school who is not eligible to receive these services at no cost under Medicaid guidelines.

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<tbody>
<tr>
<td>24-880-002</td>
<td>Language Lab Upgrades</td>
<td>SS</td>
<td>N/A</td>
<td>Various Schools/ Pamela Benton</td>
<td>03XX/5240</td>
<td></td>
<td>233,800.00</td>
</tr>
</tbody>
</table>

**COMMENTS:**  
This vendor is the manufacturer of the Renaissance 2200 Language Lab System and the only source for purchase and the only provider of warranty and after-warranty service.
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--- | --- | --- | --- | --- | --- | --- | ---
22-918-191 | Athletic Trainer Services BayCare Health Systems | PS/CM | 2 Yr. | Physical Education and Health, Driver's Education and School Wellness | 0100 | 2610 | 900,253.95

**COMMENTS:** This contract provides sports medicine and athletic training services to nine high schools for the 2023/2024 school year.

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**BID NUMBER** | **BID TITLE** | **BID CATEGORY** | **BID TERM** | **DESTINATION / REQUESTER** | **FUND/CC** | **SUB-PROJECT** | **TOTAL CONTRACT AMOUNT**
--- | --- | --- | --- | --- | --- | --- | ---
24-961-010 | Council of the Great City Schools membership dues | SS | 1 Yr. | Superintendent's Office | 0150 | 1 | 60,101.00

**COMMENTS:** Renewal provides for membership in Council of the Great City Schools to provide federal education legislative advocacy, resulting in additional federal funds to Pinellas County for the 2023-24 school year.

---

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

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

Agenda Item Categories:

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

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

Contract Value: $ 360,000.00

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

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

Rationale/Reason
This contract secures pricing for preventative maintenance and emergency repairs for elevators 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: Michael Hewett  Title: Director, Maintenance Department  Buyer: Christine Roney

(See Attached Tabulation)
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.
School Board Meeting of: July 11, 2023

Contract No: 23-968-190  Title: Drainage Remediation

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: $ 92,382.00

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
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6-months</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

The corrugated metal pipe and control structure is several decades old, and needs replaced. This pipe replacement is essential to ensure proper functioning of the original stormwater mechanism.

Bidders Solicited: 206  Bids Received: 2  Late Bids: 0  Rejected Bids: 0  ☐ N/A - Bids Not Required

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  Title: Director, Purchasing Department  For: Pinellas Technical College South

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

GA NICHOLS COMPANY

Provide labor and materials to do site preparation and removal of 97.5’ of 48” CMP and control structure. Install 97.5’ of 36” RCP and restore the site to the original or better condition. All work will be completed as per plans and specifications provided by Osborn Engineering.
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

Contract No: 23-968-193  Title: Directional Boring and Hand Trenching

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

Agenda Item Categories:

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

Contract Period: 07/11/23 thru 07/10/24  ☐ N/A - One Time Purchase

Contract Value: $ 350,000.00

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

Renewal Options:

<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>2</td>
<td>6-months</td>
<td>1 - year</td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

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

Bidders Solicited: 123  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: Countywide

Requested By: Michael Hewett  Title: Director, Maintenance Department

Buyer: Christine Roney

(See Attached Tabulation)
CARL HANKINS, INC.

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

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

### Directional Boring Per Foot Pricing:

<table>
<thead>
<tr>
<th>Run Length</th>
<th>1” Pipe</th>
<th>2” Pipe</th>
<th>4” Pipe</th>
<th>6” Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>100’ – 250’</td>
<td>$14.50/ft.</td>
<td>$18.30/ft.</td>
<td>$32.00/ft.</td>
<td>$55.00/ft.</td>
</tr>
<tr>
<td>251 – 500’</td>
<td>$13.50/ft.</td>
<td>$17.00/ft.</td>
<td>$30.00/ft.</td>
<td>$52.00/ft.</td>
</tr>
<tr>
<td>500’ &amp; over</td>
<td>$12.85/ft.</td>
<td>$15.65/ft.</td>
<td>$28.50/ft.</td>
<td>$50.00/ft.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Run Length</th>
<th>1” Pipe</th>
<th>2” Pipe</th>
<th>4” Pipe</th>
<th>6” Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>100’ – 250’</td>
<td>$5.00/ft.</td>
<td>$8.50/ft.</td>
<td>$26.00/ft.</td>
<td>$53.00/ft.</td>
</tr>
<tr>
<td>251 – 500’</td>
<td>$4.95/ft.</td>
<td>$8.25/ft.</td>
<td>$25.00/ft.</td>
<td>$50.00/ft.</td>
</tr>
<tr>
<td>500’ &amp; over</td>
<td>$4.65/ft.</td>
<td>$8.00/ft.</td>
<td>$24.00/ft.</td>
<td>$49.50/ft.</td>
</tr>
</tbody>
</table>

### Hand Trenching Per Foot Pricing:

<table>
<thead>
<tr>
<th>Run Length</th>
<th>1” Pipe</th>
<th>2” Pipe</th>
<th>4” Pipe</th>
<th>6” Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>100’ – 250’</td>
<td>$15.00/ft.</td>
<td>$18.00/ft.</td>
<td>$26.00/ft.</td>
<td>$50.00/ft.</td>
</tr>
<tr>
<td>251 – 500’</td>
<td>$14.50/ft.</td>
<td>$17.00/ft.</td>
<td>$25.00/ft.</td>
<td>$50.00/ft.</td>
</tr>
<tr>
<td>500’ &amp; over</td>
<td>$14.00/ft.</td>
<td>$16.00/ft.</td>
<td>$24.00/ft.</td>
<td>$48.00/ft.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Run Length</th>
<th>1” Pipe</th>
<th>2” Pipe</th>
<th>4” Pipe</th>
<th>6” Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>100’ – 250’</td>
<td>$5.00/ft.</td>
<td>$9.00/ft.</td>
<td>$18.00/ft.</td>
<td>$40.00/ft.</td>
</tr>
<tr>
<td>251 – 500’</td>
<td>$4.95/ft.</td>
<td>$8.75/ft.</td>
<td>$17.50/ft.</td>
<td>$40.00/ft.</td>
</tr>
<tr>
<td>500’ &amp; over</td>
<td>$4.65/ft.</td>
<td>$8.50/ft.</td>
<td>$17.00/ft.</td>
<td>$40.00/ft.</td>
</tr>
</tbody>
</table>

### Jet Line Per Foot Pricing:

<table>
<thead>
<tr>
<th>Run Length</th>
<th>1” Pipe</th>
</tr>
</thead>
<tbody>
<tr>
<td>100’ – 250’</td>
<td>$1.20/ft.</td>
</tr>
<tr>
<td>251 – 500’</td>
<td>$.90/ft.</td>
</tr>
<tr>
<td>500’ &amp; over</td>
<td>$.60/ft.</td>
</tr>
</tbody>
</table>
Cost Plus Mark-Up Percentage:
Percentage Mark Up on Manufacturer’s wholesale price for parts and materials, regardless of Manufacturer (Cost plus mark-up %) Original itemized invoices shall be submitted as required.

17%

Ground Penetrating Radar (GPR) Survey Pricing:
Unit pricing to provide (GPR) underground survey services at various county wide locations.
(Rates to include mobilization, imaging technician and report)

<table>
<thead>
<tr>
<th>Unit Prices</th>
<th>Unit Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>$1000.00 ½ day (4) hours</td>
<td>$1950.00 1- day (8) hours</td>
</tr>
<tr>
<td>$450.00 1- day (8) hours</td>
<td></td>
</tr>
<tr>
<td>$180.00 1- day (8) hours</td>
<td></td>
</tr>
<tr>
<td>$80.00 per square foot</td>
<td></td>
</tr>
</tbody>
</table>

Back Hoe

Compressor

Cut and patch concrete

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

Type of Warranty Furnished: 1 year
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

**Contract No:** 23-968-205  **Title:** Epoxy Coating Domestic Water Lines Services

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

**Contract Period:** 07/11/23 thru 07/10/24  **N/A - One Time Purchase**

**Contract Value:** $1,500,000.00

**Contract Type:**  [x] Estimated Dollar Amount  [ ] Firm, Fixed Dollar Amount  [x] 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>2</td>
<td>6-months</td>
<td>1-year</td>
<td></td>
</tr>
</tbody>
</table>

**Rationale/Reason**

This bid recommendation is to select (1) firm Florida Pipe Lining Solutions, LLC as the most responsive and responsible bid submittal for epoxy coating domestic water lines services.

**Bidders Solicited:** 393  **Bids Received:** 2  **Late Bids:** 0  **Rejected Bids:** 1  **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 Roney
FLORIDA PIPE LINING SOLUTIONS, LLC
Provide labor and materials to troubleshoot and repair exterior plumbing systems as per plans and specifications.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>EST QTY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor (Worker)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Standard Hours (Worker) Monday - Friday, 6:00 AM to 6:00 PM. Hourly rate is for any service or work performed outside of the mobilization/de-mobilization/connection and lineal Foot pricing with approval from the PCSB Project Coordinator.</td>
<td>60</td>
<td>HR</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Over Time Hours (Worker) Monday - Friday, 6:01 PM to 5:59 AM Saturdays, Sundays and Holidays, hourly rate is for any service or work performed outside of the Mobilization/De- Mobilization/Connection and Lineal Foot pricing with approval from the PCSB Project Coordinator.</td>
<td>40</td>
<td>HR</td>
<td>$90.00</td>
</tr>
<tr>
<td>3</td>
<td>Mobilization Fee: Each Occurrence</td>
<td>4</td>
<td>EA</td>
<td>$1000.00</td>
</tr>
<tr>
<td>4</td>
<td>De-Mobilization Fee: Each Occurrence</td>
<td>4</td>
<td>EA</td>
<td>$1000.00</td>
</tr>
<tr>
<td><strong>Copper Pipe Epoxy Lining</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(To be used in addition to connection pricing when connections exceed a 50ft. length)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>(½”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$2.40</td>
</tr>
<tr>
<td>6</td>
<td>(3/4”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$3.60</td>
</tr>
<tr>
<td>7</td>
<td>(1”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$6.00</td>
</tr>
<tr>
<td>8</td>
<td>(1-1/4”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$8.40</td>
</tr>
<tr>
<td>9</td>
<td>(1-1/2”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$10.80</td>
</tr>
<tr>
<td>10</td>
<td>(2”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$14.40</td>
</tr>
<tr>
<td>11</td>
<td>(2-1/2”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$19.20</td>
</tr>
<tr>
<td>12</td>
<td>(3”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$28.85</td>
</tr>
<tr>
<td>13</td>
<td>(4”) Copper Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$38.45</td>
</tr>
<tr>
<td><strong>Galvanized Pipe Epoxy Lining</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Used in addition to connection pricing when connections exceed a 50 ft. length)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>(½”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$3.60</td>
</tr>
<tr>
<td>15</td>
<td>(3/4”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$4.80</td>
</tr>
</tbody>
</table>

(23-968-205)
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Priceper EA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>(1”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$7.20</td>
<td>$7200.00</td>
</tr>
<tr>
<td>17</td>
<td>(1-1/4”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$12.00</td>
<td>$12000.00</td>
</tr>
<tr>
<td>18</td>
<td>(1-1/2”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$14.40</td>
<td>$14400.00</td>
</tr>
<tr>
<td>19</td>
<td>(2”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$19.20</td>
<td>$19200.00</td>
</tr>
<tr>
<td>20</td>
<td>(2-1/2”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$24.00</td>
<td>$24000.00</td>
</tr>
<tr>
<td>21</td>
<td>(3”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$33.65</td>
<td>$33650.00</td>
</tr>
<tr>
<td>22</td>
<td>(4”) Galvanized Pipe</td>
<td>1,000</td>
<td>LF</td>
<td>$43.25</td>
<td>$43250.00</td>
</tr>
</tbody>
</table>

### Copper Connection Pricing up to 50 LF (1/2”)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Priceper EA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Connection(s) Quantity 1 to 10</td>
<td>5</td>
<td>$450.00</td>
<td>$2250.00</td>
</tr>
<tr>
<td>24</td>
<td>Connection(s) Quantity 11 to 20</td>
<td>10</td>
<td>$426.00</td>
<td>$4260.00</td>
</tr>
<tr>
<td>25</td>
<td>Connection(s) Quantity 21 to 30</td>
<td>15</td>
<td>$403.00</td>
<td>$6045.00</td>
</tr>
<tr>
<td>26</td>
<td>Connection(s) Quantity 31 and above</td>
<td>24</td>
<td>$379.00</td>
<td>$9096.00</td>
</tr>
</tbody>
</table>

### (3/4”) Connection Pricing

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Priceper EA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Connection(s) Quantity 1 to 10</td>
<td>5</td>
<td>$460.00</td>
<td>$2300.00</td>
</tr>
<tr>
<td>28</td>
<td>Connection(s) Quantity 11 to 20</td>
<td>10</td>
<td>$435.00</td>
<td>$4350.00</td>
</tr>
<tr>
<td>29</td>
<td>Connection(s) Quantity 21 to 30</td>
<td>15</td>
<td>$411.00</td>
<td>$6165.00</td>
</tr>
<tr>
<td>30</td>
<td>Connection(s) Quantity 31 and above</td>
<td>24</td>
<td>$385.00</td>
<td>$9240.00</td>
</tr>
</tbody>
</table>

### (1”) Connection Pricing

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Priceper EA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Connection(s) Quantity 1 to 10</td>
<td>5</td>
<td>$470.00</td>
<td>$2350.00</td>
</tr>
<tr>
<td>32</td>
<td>Connection(s) Quantity 11 to 20</td>
<td>10</td>
<td>$444.00</td>
<td>$4440.00</td>
</tr>
<tr>
<td>33</td>
<td>Connection(s) Quantity 21 to 30</td>
<td>15</td>
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### (1-1/4”) Connection Pricing

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<th>Quantity</th>
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### Galvanized Connection Fee Pricing up to 50 LF (1/2”)

(Per Connection Price Based On Pipe Size and Material Type)

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<tr>
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<td>56</td>
<td>Specialty Equipment Markup: Maximum allowed cost plus (10%)</td>
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<td>10%</td>
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(23-968-205)
FL Pipe - Line 15 days delivery time.

Note** Per Lineal Foot Price Based on Pipe Size and Material Type (To be used in addition to connection pricing when connections exceed a 50ft length)

When the connection price exceeds 50 lineal feet, the lineal foot price can be added as another line item price. Example, 2 connections at $25 each and the lineal footage exceeds 50lf by 25lf each connection = then the 25 lf is added in addition to the connection price as a separate line item.

150 linear feet total 2 connections (75lf each)
Line Item 23- 2
connections (50lf) @$25
each = $50.00Line Item 5-
(additional lf over connection
50lf) $ 2 x 50lf $100.00 Total = $150.00

### Isolation Valves

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<th>DESCRIPTION</th>
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<th>UOM</th>
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(23-968-205)
School Board Meeting of: July 11, 2023

Bid No: 23-265-074
Bid Title: Blinds: Mini, Vertical and Roller Shades Installed

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

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

**Contract Period:** 12/13/22 thru 12/12/23
[ ] N/A - One Time Purchase

**Contract Value:** $300,000.00 (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
- [X] Length of Each Term
- [ ] None

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<td>6-months</td>
</tr>
<tr>
<td></td>
<td>1 - year</td>
</tr>
</tbody>
</table>

* Rationale/Reason

The Blinds Mini, Vertical and Roller Shades Installed bid was board approved for 150,000.00 on December 13, 2022. An additional 150,000.00 is needed as this contract was undervalued as the prices doubled from previous years, the roller shades were added, and the demand surged to replace blinds for safety and security.

[ ] Reason for Submittal to Board Under Separate Cover:

---

**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 SIZE RANGE

<table>
<thead>
<tr>
<th>(inches)</th>
<th>UNIT</th>
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<tbody>
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<td>8x50 through 18x144</td>
<td>$9.70 /sq. ft.</td>
</tr>
<tr>
<td>25x50 through 25x144</td>
<td>$9.03 /sq. ft.</td>
</tr>
<tr>
<td>48x50 through 48x144</td>
<td>$8.91 /sq. ft.</td>
</tr>
<tr>
<td>72x50 through 72x144</td>
<td>$8.85 /sq. ft.</td>
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<tr>
<td>96x50 through 96x144</td>
<td>$8.71 /sq. ft.</td>
</tr>
<tr>
<td>120x50 through 120x144</td>
<td>$8.62 /sq. ft.</td>
</tr>
<tr>
<td>144x50 through 144x144</td>
<td>$8.26 /sq. ft.</td>
</tr>
<tr>
<td>168x50 through 168x144</td>
<td>$8.13 /sq. ft.</td>
</tr>
<tr>
<td>192x50 through 192x144</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>
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<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>
<th></th>
</tr>
</thead>
<tbody>
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<td>168 x 50 through 168 x 144</td>
<td>$ 10.45/sq. ft.</td>
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</tr>
<tr>
<td>192 x 50 through 192 x 144</td>
<td>$ 9.87/sq. ft.</td>
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<td>120 x 50 through 120 x 144</td>
<td>$ 10.37/sq. ft.</td>
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<tr>
<td>18 x 50 through 18 x 144</td>
<td>$ 10.45/sq. ft.</td>
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</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: July 11, 2023

Contract No: 21-380-238  
Title: Milk, Dairy & Juice Products

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

Agenda Item Categories:

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

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

Contract Value: $4,500,000.00

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

Renewal Options:

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<th>☐ Length of Each Term</th>
<th>☒ Length of Each Term</th>
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<tr>
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<td>6-months</td>
<td>1 - year</td>
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</tbody>
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Rationale/Reason

This proposal will provide milk, dairy and juice products for student meals.

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 Department

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

Buyer: Jena Grage

(See Attached Tabulation)
M & B PRODUCTS, INC. (V-1393)

Deliver milk, dairy products and individual juice portions to approximately 122 district facilities, county wide. Milk pricing will fluctuate based upon changes in the Federal Marketing Order (FMO). The total price will be comprised of the FMO cost, plus the vendor’s firm fixed fee. The vendor’s fixed fees and all other dairy product and juice pricing will remain firm for the contract period.

**Group A - Firm Fixed Fees on Milk with Fluctuating Prices (Cost)**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>BRAND/PRODUCT CODE</th>
<th>VENDOR UNITS PER CASE</th>
<th>DEALERS FIRM FIXED FEE</th>
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<td>COOL COW / 1408</td>
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<td>Milk, Chocolate Flavored, Fat-Free, Half Pint Paper Carton</td>
<td>COOL COW / 1414</td>
<td>56/case</td>
<td>0.1284/half pint</td>
</tr>
<tr>
<td>Milk, White, Skim, Half Pint Paper Carton</td>
<td>COOL COW / 1410</td>
<td>56/case</td>
<td>0.1196/half pint</td>
</tr>
<tr>
<td>Milk, White, Lactose Free, Fat Free, Half Pint Paper Carton</td>
<td>COOL COW / 1449</td>
<td>56/case</td>
<td>0.1642/half pint</td>
</tr>
<tr>
<td>Milk, White, 1% Low Fat, Half Gallon Paper Carton</td>
<td>COOL COW / 1120</td>
<td>6/case</td>
<td>1.3208/half gallon</td>
</tr>
<tr>
<td>Milk, Strawberry Flavored, Fat Free, Half Pint Echo Pak Carton</td>
<td>COOL COW / 1418</td>
<td>56/case</td>
<td>$ 0.1416/half pint</td>
</tr>
</tbody>
</table>

**Group B - Firm Fixed Prices on Other Dairy Products**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>BRAND/PRODUCT CODE</th>
<th>VENDOR UNITS PER CASE</th>
<th>FIRM UNIT PRICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yogurt, Fat Free, Vanilla</td>
<td>COOL COW / 6610</td>
<td>6/case</td>
<td>3.5644/64 oz. tub</td>
</tr>
<tr>
<td>Yogurt, Fruit Flavored, Low Fat or Non-Fat, 4 Ounce Cup</td>
<td>COOL COW / 6600 (STRAWBERRY)</td>
<td>96/case</td>
<td>0.2979/4 oz. cup</td>
</tr>
</tbody>
</table>
**Group C - Firm Fixed Prices for Non-Dairy Products**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>BRAND/PRODUCT CODE</th>
<th>VENDOR UNITS PER CASE</th>
<th>FIRM UNIT PRICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juice, Orange, 6 Ounce</td>
<td>MR. J / 2080</td>
<td>64/case</td>
<td>0.2161/6 oz. carton</td>
</tr>
<tr>
<td>Juice, Apple, 6 Ounce</td>
<td>MR. J / 2850</td>
<td>64/case</td>
<td>0.2023/6 oz. carton</td>
</tr>
<tr>
<td>Juice Tropical Blend, 6 Ounce</td>
<td>MR. J / 2350</td>
<td>64/case</td>
<td>0.2055/6 oz. carton</td>
</tr>
<tr>
<td>Juice, Grape Blend, 6 Ounce</td>
<td>MR. J / 2650</td>
<td>64/case</td>
<td>0.2416/6 oz. carton</td>
</tr>
<tr>
<td>Juice, Grape Blend, 4 Ounce</td>
<td>MR. J / 2640</td>
<td>96/case</td>
<td>0.1872/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Apple, 4 Ounce</td>
<td>MR. J / 2840</td>
<td>96/case</td>
<td>0.1569/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Tropical Blend, 4 Ounce</td>
<td>MR. J / 2340</td>
<td>96/case</td>
<td>0.1595/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Orange, 4 Ounce</td>
<td>MR. J / 2070</td>
<td>96/case</td>
<td>0.1624/4 oz. carton</td>
</tr>
</tbody>
</table>

**Limited Time Offer Juice Products**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>BRAND/PRODUCT CODE</th>
<th>VENDOR UNITS PER CASE</th>
<th>FIRM UNIT PRICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juice, Peach, 4 Ounce</td>
<td>COOL COW / 2942</td>
<td>70/case</td>
<td>0.1681/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Apple - Cherry, 4 Ounce</td>
<td>COOL COW / 3042</td>
<td>70/case</td>
<td>0.1681/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Green Apple, 4 Ounce</td>
<td>COOL COW / 3142</td>
<td>70/case</td>
<td>0.1681/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Strawberry-Kiwi, 4 Ounce</td>
<td>COOL COW / 3242</td>
<td>70/case</td>
<td>0.1681/4 oz. carton</td>
</tr>
<tr>
<td>Juice, Tropical Island Splash, 4 Ounce</td>
<td>COOL COW / 3542</td>
<td>70/case</td>
<td>0.1681/4 oz. carton</td>
</tr>
</tbody>
</table>
Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

Contract No: 21-380-239  Title: Ice Cream Products

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

Agenda Item Categories:

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

Contract Period: 08/01/23 thru 07/31/24  ☐ 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>2</td>
<td>6-months</td>
<td>1 - year</td>
<td></td>
</tr>
</tbody>
</table>

Rationale/Reason

This proposal will provide smart snack compliant ice cream products as an ala cart option for students.

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

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

For: Food and Nutrition Department

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

Buyer: Jena Grage

(See Attached Tabulation)
DECONNA ICE CREAM COMPANY, INC. (V-5449)

Provide and deliver various ice cream products on a county wide basis at the firm unit pricing listed below.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Manufacturer/Brand Bid</th>
<th>Code Bid</th>
<th>Pack Size</th>
<th>Available Flavors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ice Cream Cup, Low Fat (3 oz.)</td>
<td>$4.25 / Dz.</td>
<td>DeConna</td>
<td>DEC451, DEC452, DEC453, DEC454 &amp; GAR260</td>
<td>24 / Box</td>
<td>Vanilla, Chocolate Ripple, Strawberry Ripple, Vanilla/Chocolate &amp; Cotton Candy</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ice Cream Cup, Low Fat, No Sugar Added (4 oz.)</td>
<td>$5.25 / Dz.</td>
<td>Garber</td>
<td>GAR008 &amp; GAR007</td>
<td>24 / Box</td>
<td>Chocolate &amp; Vanilla</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ice Cream Sandwich, Low Fat (4 oz.)</td>
<td>$5.75 / Dz.</td>
<td>DeConna</td>
<td>DEC079, DEC049 &amp; DEC046</td>
<td>24 / Box</td>
<td>L/F Vanilla, Cookie n’ Cream &amp; Birthday Cake</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ice Cream Sandwich, Low Fat, Mini (2.75 oz.)</td>
<td>$4.00 / Dz.</td>
<td>DeConna</td>
<td>DEC039</td>
<td>24 / Box</td>
<td>Vanilla</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Flavored Fruit Juice Bar, Fat Free (2.5 oz.)</td>
<td>$4.50 / Dz.</td>
<td>DeConna (Typhoon Bar)</td>
<td>DEC106, DEC108, DEC107 &amp; DEC105, DEC109</td>
<td>24 / Box</td>
<td>Blue Raspberry, Orange, Sour Cherry, Cotton Candy &amp; Bubble Gum</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Flavored Fruit Juice Cup, Fat Free (5 oz.)</td>
<td>$5.00 / Dz.</td>
<td>DeConna (Typhoon Cup)</td>
<td>DEC103</td>
<td>24 / Box (4/Case)</td>
<td>Cherry Lemonade</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ice Cream Cone, Low Fat (4 oz.)</td>
<td>$7.00 / Dz.</td>
<td>DeConna</td>
<td>DEC119, GAR352 &amp; DEC120</td>
<td>24 / Box</td>
<td>Cookies n’ Cream, Vanilla/Chocolate &amp; Birthday Cake</td>
</tr>
<tr>
<td>Manufacturer/Brand Bid</td>
<td>Code Bid</td>
<td>Pack Size</td>
<td>Available Flavors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Item Description</td>
<td>Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Orange Cream Bar, Low Fat (2.5 oz.)</td>
<td>$5.00 / Dz.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: Rich’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: RCH024</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pack Size: 24 / Box (4/Case)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Fudge Frenzy Bar (2.75 oz.)</td>
<td>$5.00 / Dz.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: Rich’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: RCH027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pack Size: 24/ Box (4/Case)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Sherbet Push Up Pop, Low Fat (3 oz.)</td>
<td>Currently Not Available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Éclair, Shortcake Pop, Low Fat or Fat Free (3 oz.)</td>
<td>$6.00 / Dz.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: Rich’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: RCH029 &amp; RCH030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pack Size: 24 / Box (4/Case)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available Flavors: Chocolate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Cotton Candy Push Up, Low Fat (3 oz.)</td>
<td>Currently Not Available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Vanilla Fudge Push Up, Low Fat (3 oz.)</td>
<td>Currently Not Available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sherbet Cup, Low Fat (4 oz.)</td>
<td>$4.50 / Dz.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: Garber</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: GAR010, GAR009 &amp; GAR020</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Pack Size: 24 / Box</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available Flavors: Raspberry, Orange &amp; Lemon Lime</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: Rich’s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: RCH009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pack Size: 24 / Box (4/Case)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available Flavors: Orange, Cherry &amp; Blue Raspberry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Specialty Items**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fruit Bars (4 oz.)</td>
<td>$11.00 / Dz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturer/Brand Bid: DeConna</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Code Bid: DEC050, DEC057</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pack Size: 12/ Box (6/Case)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flavors: Strawberry &amp; Mango</td>
<td></td>
</tr>
</tbody>
</table>
Purchasing Agenda Item

School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

**Contract No:** 23-375-182  
**Title:** Bread Products – Fresh Bakery

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

### Contract Period:

- **08/01/23 thru 07/31/25**
- [ ] N/A - One Time Purchase

### Contract Value:

- $1,000,000.00

### Contract Type:

- [x] Estimated Dollar Amount
- [ ] Firm, Fixed Dollar Amount
- [x] 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 proposal will provide bread products to student meals in order to maintain balanced meals.

- Bidders Solicited: 35
- 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:** Food and Nutrition Department

**Requested By:** Karen Oruwariye  
**Title:** Director, Food and Nutrition Department  
**Buyer:** Jena Grage

(See Attached Tabulation)
FLOWERS BAKING CO. OF BRADENTON (V-14428)

Provide and deliver various fresh bakery bread products to approximately 122 district facilities, county wide.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bread, Square Sandwich, Whole Grain</td>
<td>$2.79/loaf</td>
</tr>
<tr>
<td></td>
<td># Usable slices/loaf</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Weight of loaf</td>
<td>26.5 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>95933420</td>
</tr>
<tr>
<td>2</td>
<td>Buns, Hamburger, Whole Grain, Sliced</td>
<td>$8.50/pkg.</td>
</tr>
<tr>
<td></td>
<td># Buns/pkg.</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Weight of pkg.</td>
<td>66 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>95933380</td>
</tr>
<tr>
<td>3</td>
<td>Buns, Hot Dog, 6&quot; Whole Grain, Sliced</td>
<td>$4.53/pkg.</td>
</tr>
<tr>
<td></td>
<td># Buns/pkg.</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Weight of pkg.</td>
<td>35.2 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>95933400</td>
</tr>
<tr>
<td>4</td>
<td>Buns, Hoagie, 6&quot;, Whole Grain, Sliced</td>
<td>$9.35/pkg.</td>
</tr>
<tr>
<td></td>
<td># Buns/pkg.</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Weight of pkg.</td>
<td>50.4 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>95933440</td>
</tr>
<tr>
<td>5</td>
<td>Rolls, Dinner, Fully Baked, Whole Grain</td>
<td>$4.53/pkg.</td>
</tr>
<tr>
<td></td>
<td># Rolls/pkg.</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Weight of pkg.</td>
<td>26.4 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>95933450</td>
</tr>
<tr>
<td>6</td>
<td>Bread, Rye</td>
<td>$3.36/loaf</td>
</tr>
<tr>
<td></td>
<td># Usable slices/loaf</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Weight of loaf</td>
<td>20 oz.</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Brand Bid</td>
<td>Flowers</td>
</tr>
<tr>
<td></td>
<td>Manufacturers Code Bid</td>
<td>10020080</td>
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Purchasing Agenda Item
School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

Contract No: 23-880-176
Title: Audio Visual & Video Equipment/Materials

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

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

Contract Period: 07/01/23 thru 06/30/24
Contract Value: $2,000,000.00 (estimate)

Contract Type: Estimated Dollar Amount

Renewal Options:

<table>
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<tr>
<th>No. of Terms Remaining</th>
<th>Length of Each Term</th>
<th>Length of Each Term</th>
<th>None</th>
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<tr>
<td>1</td>
<td>6-months</td>
<td>1-year</td>
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Rationale/Reason
Implementing the 2023-2024 AV Bid List for our school district holds numerous benefits for our students, educators, and staff. By embracing AV technology, we can transform traditional classrooms into dynamic, engaging learning spaces, fostering creativity, critical thinking, and digital literacy among our students. The cost-effectiveness and efficiency offered by the bid list will allow us to maximize the value of our investments while streamlining procurement processes. The list includes items to create more engaging presentations, audio equipment for use across campus (car circle or PE field), equipment to help with printing posters and lamination, USB headsets for use with the one-to-one device initiative and various digital presenters to be used in classrooms.

Bidders Solicited: 1317
Bids Received: 20
Late Bids: 0
Rejected Bids: 10
N/A - Bids Not Required

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

Requested By: Sarah Truelson
Title: Program Coordinator, Digital Learning
Buyer: Barbara Molfetta

Always be sure to reference T/C code “AVB, EML2” on your TERMS purchase requisitions or Bid
# 23-880-176 on your purchase orders to ensure you receive our contract price. Orders should be assigned
to buyer # 058.

(See Attached Tabulation)
The following companies were awarded the bid for Audio Visual and Visual Equipment/Materials. They are listed in alphabetical order. See detailed pages to follow for ordering information on the specific item(s) they were awarded.

### AWARDED VENDORS

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<tr>
<th>Contractor Name</th>
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<tr>
<td>ACCO BRANDS USA LLC</td>
<td>ENCORE BROADCAST</td>
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</tr>
<tr>
<td>Address: 4 Corporate Drive</td>
<td>Address: 2104 W Kennedy Blvd</td>
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</tr>
<tr>
<td>Lake Zurich, IL 60047</td>
<td>Tampa, FL</td>
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</tr>
<tr>
<td>Phone: 800-217-7116</td>
<td>Phone: 813-253-2774</td>
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<tr>
<td>Email: <a href="mailto:orders@acco.com">orders@acco.com</a></td>
<td>Email: <a href="mailto:tampasales@encorebroadcast.com">tampasales@encorebroadcast.com</a></td>
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<td>Vendor ID: V-33553</td>
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<tr>
<td>ALEY JONES EDUCATIONAL SOLUTIONS</td>
<td>GUITAR CENTER STORES INC</td>
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<tr>
<td>Address: 1055 Sixth Ave Ste 101</td>
<td>Address: 5295 Westview Dr Ste 300</td>
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<tr>
<td>San Diego, CA 92101</td>
<td>Frederick, MD 21703</td>
<td></td>
</tr>
<tr>
<td>Phone: 800-998-9199</td>
<td>Phone: 786-682-6291</td>
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<tr>
<td>Email: <a href="mailto:marketing@areyjones.com">marketing@areyjones.com</a></td>
<td>Email: <a href="mailto:schools@guitarcenter.com">schools@guitarcenter.com</a></td>
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<td>Vendor ID: V-23582</td>
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<tr>
<td>Address: 6301 Benjamin Rd Ste 101</td>
<td>Address: 6510 North 54th St</td>
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<tr>
<td>Tampa, FL 33634</td>
<td>Tampa, FL 33610</td>
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</tr>
<tr>
<td>Phone: 866-559-8197</td>
<td>Phone: 800-792-2644</td>
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<tr>
<td>Email: <a href="mailto:avispl-support@avispl.com">avispl-support@avispl.com</a></td>
<td>Email: <a href="mailto:orders@pyramidsp.com">orders@pyramidsp.com</a></td>
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<td>CCS PRESENTATION SYSTEMS</td>
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<tr>
<td>Address: 10393 Fortune Parkway</td>
<td>Address: PO Box 6925</td>
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<tr>
<td>Jacksonville, FL 32256</td>
<td>Lakeland, FL 33807</td>
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</tr>
<tr>
<td>Phone: 904-998-7227</td>
<td>Phone: 800-282-3497</td>
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<tr>
<td>Email: <a href="mailto:service@ccssoutheast.com">service@ccssoutheast.com</a></td>
<td>Email: <a href="mailto:info@smileysaudiovisual.com">info@smileysaudiovisual.com</a></td>
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<tr>
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<td>UNITED DATA TECHNOLOGIES INC</td>
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<tr>
<td>Address: 120 S Riverside Plz 5th Fl</td>
<td>Address: 2900 Monarch Lakes Blvd Ste 300</td>
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<tr>
<td>Chicago, IL 60606</td>
<td>Miramar, FL 33027</td>
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</tr>
<tr>
<td>Phone: 877-663-8569</td>
<td>Phone: 305-882-0435</td>
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<tr>
<td>Email: <a href="mailto:cdwgsales@cdw.com">cdwgsales@cdw.com</a></td>
<td>Email: <a href="mailto:marketing@udtonline.com">marketing@udtonline.com</a></td>
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<td>BALANCEBOX 480A14/481A70</td>
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<td>SMART TECHNOLOGIES REPLACEMENT PENS AND ERASER</td>
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<td>WHITEBOARD, INTERACTIVE ACCESSORIES</td>
<td>Discount off manufacturer’s list price for SmartBoard accessories.</td>
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<td>52</td>
<td>86&quot; INTERACTIVE TOUCH-ENABLED DISPLAY</td>
<td>VIEWSONIC VIEWBOARD IFP8652-1C</td>
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<td>VIEWSONIC SLIM TROLLEY CART VB-STND-005</td>
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<td>STORAGE TUB FOR iPADS, KINDLES, TABLETS</td>
<td>COPERNICUS TECH TUB TEC1000</td>
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<td>62</td>
<td>WIRELESS PROJECTION DEVICE</td>
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<td>DISPLAY BOARD, INTERACTIVE ACCESSORIES</td>
<td>Discount off manufacturer’s list price for ViewSonic accessories.</td>
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**Contract No:** 23-208-221  
**Title:** ThinkCERCA Licenses, Support and Professional Development

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

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

**Contract Period:** 7/1 thru 6/30/24  
**Contract Value:** $247,500.00

**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

**Rationale/Reason**

ThinkCERCA is a comprehensive writing system that provides scaffolding, explicit instruction, skills practice as well as appropriately complex reading and writing lessons. We use ThinkCERCA monthly in 9th and 10th grade ELA to provide practice for students in preparation for the BEST and FAST state assessment. Additionally, ThinkCERCA provides human scoring once a year as a benchmark assessment prior to the BEST writing assessment.

<table>
<thead>
<tr>
<th>Bidders Solicited:</th>
<th>Bids Received:</th>
<th>Late Bids:</th>
<th>Rejected Bids:</th>
<th>☒ N/A - Bids Not Required</th>
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</thead>
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**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
**Title:** Director, Purchasing Department

**For:** 9-12 Language Arts & Reading

**Requested By:** Brit Moseley  
**Title:** ELA & Reading Specialist 9-12

**Buyer:** Barbara Molfetta

**Contractor Name:** THINKCERCA.COM INC  
**Address:** Dept CH 17303  
Palatine, FL 60055  
**Phone:** 330-518-6682  
**Email:** ryan.lacivita@thinkcerca.com  
**Vendor ID:** V-40313

(See Attached Tabulation)
ThinkCERCA: A Coherent Approach to Literacy Instruction

ThinkCERCA began with the CERCA Framework is a common language for critical literacy. ThinkCERCA’s instructional design includes many opportunities for students develop their critical thinking skills across disciplines using CERCA.
ThinkCERCA's Assessments and Instructional Resources provide rich reporting and analytics. ThinkCERCA offers curriculum resources for Tier 1 and Tier 2 instruction that helps make MTSS a reality.
THINKCERCA

Cost Proposal

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<th>Total Price (1 Year Contract)</th>
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<td>Supplemental ELA Curriculum and Platform Resources</td>
<td>$180,000</td>
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<tr>
<td>1 Benchmark Evaluation</td>
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<tr>
<td>District Implementation Support</td>
<td>$3,500</td>
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<td>School Implementation and Teacher Professional Learning Support</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$247,500</strong></td>
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District Name: ________________________________________________________

District Representative Name: __________________________________________

Lead Implementation Manager Name: (if different than District Representative)

________________________________________________________________________

Authorized District/School Representative Signature: _______________________

Date: ___________________________  Purchase Order Required:  □ Yes □ No

Contact: __________________________

Quote valid until July 14, 2023

Terms & Conditions
This Order Form is governed by the terms and conditions of ThinkCERCA’s Subscription Agreement. By signing this Order Form, you are warranting that you are authorized to purchase the products and services purchased hereunder on behalf of the Customer. Upon signature by you and submission to ThinkCERCA.com Inc, this Order Form and the terms and conditions of the Subscription Agreement shall become legally binding on the Customer. Without limiting the foregoing, upon ThinkCERCA’s acceptance of this Order Form, Customer shall be obligated to pay all fees payable hereunder. Subscriptions are non-cancelable.
## Pinellas County School Partnership Details

### Detailed Cost Breakdown

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th># of Students</th>
<th>Price Per Unit</th>
<th>Annual Price</th>
<th>Contract Length in Years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supplemental ELA Curriculum and Platform Resources Student Licenses</strong></td>
<td>Administrator and Teacher Licenses Included*</td>
<td>12,000</td>
<td>$15.00</td>
<td>$180,000</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$180,000</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Benchmark Evaluation Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Benchmark Evaluation</td>
<td>1 administration</td>
<td>12,000</td>
<td>$4.00</td>
<td>$48,000</td>
<td>1</td>
</tr>
<tr>
<td>Benchmark Data Analysis for instructional leaders/teachers</td>
<td>Virtual Data Analysis</td>
<td></td>
<td></td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$48,000</td>
<td></td>
</tr>
<tr>
<td><strong>Annual District Implementation Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual District Implementation Planning and Curriculum Mapping</td>
<td>Planning Sessions</td>
<td></td>
<td></td>
<td>$3,500</td>
<td>$3,500</td>
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<tr>
<td>Monthly Check-ins</td>
<td>Virtual Call</td>
<td></td>
<td></td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Benchmark Data Reviews</td>
<td>Virtual Call</td>
<td></td>
<td></td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,500</td>
<td>$3,500</td>
</tr>
<tr>
<td><strong>Annual School Implementation and Teacher Professional Learning Support</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Leader Planning Day - 1 Day</td>
<td>Principal/Instructional Leadership Planning and Support Days</td>
<td></td>
<td></td>
<td>$3,200</td>
<td>$3,200</td>
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<tr>
<td>School Implementation Leadership Meeting</td>
<td>Optional Virtual Call with Building Leaders</td>
<td></td>
<td></td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Teacher Implementation Training (30 per facilitator) - 4 Days</td>
<td>On-Site PD for Teachers and Dedicated School Success Manager</td>
<td></td>
<td></td>
<td>$3,200</td>
<td>$12,800</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$3,200</td>
<td>$16,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
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<td>$247,500</td>
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</table>
ThinkCERCA Tier 2 ESSA Qualification
External evaluators found statistically significant results regarding the use of ThinkCERCA in classrooms across three different quasi-experimental studies. (Link to Additional Tier 2 Evidence and video overview.)

SRI
(See full report)
2x Reading Growth in 1 Year
An independent study of 26 ed-tech products showed ThinkCERCA helped students achieve an extra year's worth of growth in one school year.

LEAP
(See full report)
20% Gain in Writing Scores
In a controlled study by SRI, researchers found statistically significant impact on writing seen in as early as 8 weeks of implementation.

Atlantic Research Partners
(See full report)
Over 2x Reading Growth
In a study of 100+ schools, researchers concluded that students outperformed their peers nationally on the NWEA MAP test.
Contract No: 23-208-222  Title: Turnitin Feedback Studio License and Originality AI Detection Suite

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

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

Contract Period: 8/1/23 thru 7/31/24  N/A - One Time Purchase

Contract Value: $ 93,450.00

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

Rationale/Reason

Turn-it-in is our plagiarism identification system. This year, Turn-it-in has expanded to include identification of AI written work. It is used in most of our college prep classes and is integrated through Canvas which further supports our PCS Connects initiative.

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

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  For: 9-12 Language Arts & Reading

Title: Director, Purchasing Department

Requested By: Britt Moseley  Buyer: Barbara Molfetta

Title: ELA & Reading Specialist 9-12

Contractor Name: TURNITIN LLC
Address: 2101 Webster St
         Suite 1800
         Oakland, CA 94612
Phone: 510-287-9720
Email: orders@turnitin.com
Vendor ID: V-22635

(See Attached Tabulation)
# Quote Details

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Quote-Q-576721-2</th>
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<tbody>
<tr>
<td>Institution</td>
<td>Pinellas County Public Schools</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Britt Moseley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(727)588-6000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:moseleyb@pcsb.org">moseleyb@pcsb.org</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Bill To Name</th>
<th>Pinellas County Public Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill To</td>
<td>PO Box 2942, Largo, FL 33779-2942, United States</td>
</tr>
</tbody>
</table>

## Quotation

### Product Details

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Description</th>
<th>Annual Price</th>
<th>Start Date</th>
<th>End Date</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feedback Studio Enterprise License</td>
<td>Turnitin Feedback Studio: Originality Checking, Feedback, and integration for all HS (and MS students included for as long as district continues its district license)</td>
<td>69,450.00</td>
<td>8/1/2023</td>
<td>7/31/2024</td>
<td>USD 69,450.00</td>
</tr>
<tr>
<td>Originality AI Detection Suite</td>
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<td>24,000.00</td>
<td>8/1/2023</td>
<td>7/31/2024</td>
<td>USD 24,000.00</td>
</tr>
</tbody>
</table>

### Total

- **Sales Tax**: USD 0.00
- **Total**: USD 93,450.00

**Please Note:**
Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

**Order Instructions:**
To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: [http://go.turnitin.com/reg](http://go.turnitin.com/reg).

**Training:**
On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).
Lindamood-Bell Professional Development Services

Contract No: 23-961-220

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

Agenda Item Categories:

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

Contract Period: 08-01-2023 thru 06-30-2024

Contract Value: $ 85,000.00

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

Renewal Options:

<table>
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<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

Lindamood-Bell is an intensive reading program that is used at our Centers for Literacy Innovation. It addresses the specific needs of students who have Dyslexia or the characteristics of Dyslexia. We determined this to be the best program for our students based upon research, overall cost and the positive data collected during our years of implementation.

We continue our partnership with Lindamood-Bell to ensure that students receive the multi-sensory, scaffolded and systematic instruction they need to develop as literate students.

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

For: ESE Dept.

Requested By: Evelyn Mowatt

Buyer: Christina DiLeonardo-Rowan

Contractor Name: Lindamood-Bell Learning Processes
Address: 416 HIGUERA ST
          SAN LUIS OBISPO  CA 93401
Phone: 800-233-1819 x112
Email: support.forschools@lindamoodbell.com
Vendor ID: V-15726

(See Attached Agreement)

23-961-220
Some of the trademarks and service marks have associated proprietary images.

D. In addition to the Marks, LBLP is the owner and/or exclusive licensee of the following copyrighted works (the “Copyrights”):

Visualizing and Verbalizing®
V/V®
On Cloud Nine®
Vanilla Vocabulary®
Seeing Stars®
LiPS®
LAC®

Each of the Copyrights has derivative works, including but not limited to text, images, software, audio and/or video materials related thereto. All such materials, including the Marks, the Copyrights and all other proprietary rights and materials of LBLP and its affiliates are hereinafter referred to individually and collectively as the “Materials.”

NOW, THEREFORE, for and in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

1. LBLP Services. LBLP will provide the District with specified services for the District to use only with District employees and students. The services are as follows:

1.1 LBLP will provide specified District employees with professional development workshop services in accordance with the scope of service schedule outlined in Schedule 1 to this Agreement.

1.2 LBLP will provide the District with onsite oversight and LBLP personnel to supervise and implement the services pursuant to Schedule 2 of this Agreement. Any and all LBLP personnel providing services to the District pursuant to this Agreement shall be and shall
at all times remain the employees of LBLP and shall be supervised only by LBLP personnel.

1.3 As an additional element of the services to the District, LBLP shall provide coaching services from off-site LBLP personnel in accordance with the terms and conditions of Schedule 3 of this Agreement. These coaching services are designed to provide oversight for purposes of achieving program consistency among the District’s schools for program implementation in accordance with the terms and conditions of this Agreement. Coaching services by off-site LBLP personnel may be done via live streaming video feed and/or "video chats". Please review technical requirements in Schedule 3 of this Agreement. The District’s failure or refusal to conform to the requirements noted in Schedule 3 will allow Lindamood-Bell to terminate this Agreement unilaterally, upon prior written notice to the District. Upon such a termination by Lindamood-Bell, the District will be responsible for all out of pocket expenses incurred by Lindamood-Bell (e.g., shipping charges).

1.4 LBLP shall also assist the District in community outreach services in order to promote and facilitate the implementation of the program for the District. The community outreach services to be performed by LBLP under this Agreement are specified in Schedule 4 to this Agreement.

1.5 LBLP shall begin implementation of the services for the District on August 1, 2023, presuming all other conditions of this Agreement have been satisfied, including the purchase (and receipt) of the materials specified in Schedule 6.

1.6 The District acknowledges LBLP’s program recommendations and expectations in Exhibit A. LBLP and the District will collaborate to analyze and use their respective reasonable best efforts to implement specific accountability standards as they pertain to LBLP’s recommendations of the LBLP programs and the district-wide implementation of the model. The District’s failure or refusal to conform to the program implementation requirements noted in Exhibit A will allow LBLP to terminate this Agreement unilaterally, upon fifteen (15) days’ prior written notice to the District. Upon such a termination by LBLP, the District shall pay all sums then due LBLP under this Agreement, through the last day of the month during which the termination becomes effective.

2. Term. The term of this Agreement will be from the effective date of the Agreement (which is defined as the date last written below), until June 30, 2024 (the "Term"). The Term may be extended only by the mutual written agreement of the respective chief administrative officers of the parties.

3. Consideration. For and in consideration of services to be provided to the District by LBLP pursuant to this Agreement, LBLP shall receive compensation from the District in the total amount of Eighty-five Thousand Dollars ($85,000.00). This compensation does not include program materials (as listed in Section 4 of this agreement) or any supplemental materials, and it does not include additional services not outlined in this Agreement; if additional services are required or requested, they will be contracted for separately. This compensation shall be due LBLP and shall be paid in the amounts and on the dates specified in Schedule 5. All sums due LBLP pursuant to this Agreement shall be paid by business check sent via U.S. mail. Payment
for coaching sessions are non-refundable regardless of the actual sessions used during the term start and end dates listed in Schedule 3. Interest will accrue on the unpaid portion of each payment beginning thirty (30) days after payment due date at the rate of eight percent (8%) per annum. If action is instituted to collect payments per the terms of this Agreement, the District agrees to pay any and all collection costs including attorneys’ fees, collection fees and other costs of enforcement.

3.1 All sums paid to LBLP by the District pursuant to this Agreement shall be paid in full, without withholding, offset or demand by the District.

3.2 LBLP reserves the right to cancel services if the signed contract is not received at least two weeks prior to the start of services. If the signed contract has not been received by this time, the District will be responsible for any out of pocket expense (i.e. airline ticket, hotel deposit, shipping charges, manual fees, materials cost) LBLP has incurred. If the District does not use any sessions according to the District’s schedule, no refunds will be given.

4. Materials. As a material element of LBLP’s willingness to enter into this Agreement with the District, the District has agreed to and shall acquire from LBLP’s authorized affiliates the program materials specified in Schedule 6 to this Agreement (the “Program Materials”).

4.1 The District’s purchase of the Program Materials shall be made on or before August 1, 2023, and the District shall have purchased the Program Materials and have the Program Materials in the District’s possession prior to LBLP’s initiation of services pursuant to this Agreement.

4.2 The District recognizes and agrees that the Program Materials consist of copyrighted works. Neither the District nor its employees shall do anything in connection with the Materials or the Marks that might in any way violate copyright or trademark laws applicable to the Materials and their use by the District pursuant to the terms and conditions of this Agreement. For example, neither the District or its employees shall alter or amend the Materials without the express, prior written consent of LBLP. Further, neither the District or its employees shall copy or distribute the Materials in a manner not authorized by the terms and conditions of this Agreement.

4.3 Any reference to all or any portion of the Materials in any and all advertising materials, manuals, instructional materials, software, registrations, websites and other related documents or materials (collectively, the “Publications”) produced or sponsored by the District shall contain the following disclaimer: “[District] is not affiliated with, certified, licensed, or sponsored by Lindamood-Bell Learning Processes, Nanci Bell, Phyllis Lindamood or Pat Lindamood. Lindamood-Bell Learning Processes in no way guarantees the quality of the materials or services that may be supplied by [District].” (the “Disclaimer”). The Disclaimer shall be placed in a conspicuous manner on any and all documents produced or sponsored by the District that in any way reference all or any portion of the Materials.

4.4 The District agrees to notify LBLP of any and all infringements of the
Copyrights or the Marks that come to the District’s attention. Further, the District shall take no action with regard to any such infringements without the prior written consent of LBLP.

4.5 The District may not reproduce all or any portion of the Materials, including those protected by the Copyrights without the express prior written permission of an officer of LBLP. If LBLP approves any use of the Materials in any Publications protected by the Copyrights, any and all such uses by Applicant shall include, in addition to the Disclaimer, a conspicuous credit notice identifying the use of the Copyrights as follows: “From [name of publication, date], © [year of publication and author]. All rights reserved. Used by permission and protected by the copyright laws of the United States. Such laws prohibit any copying, redistribution or retransmission of this materials without express written permission from [author].”

4.6 The District shall submit to LBLP for its prior written approval any and all advertising materials that contain reference to all or any portion of the Materials, including but not limited to brochures, flyers, newspaper advertisements, mailing, World Wide Web postings, radio or television commercials. LBLP shall have fifteen (15) business days from its receipt of any and all such items from the District to provide its approval of the Materials or to provide the District with written objections to the District’s requested use of the Materials. Any LBLP approved reference to all or any portion of the Materials on the District’s website shall contain a direct link to the LBLP website at: http://www.lindamoodbell.com.

4.7 The District acknowledges that LBLP has the right and duty to control the use, quality and implementation of the Materials. Accordingly, the District acknowledges and agrees that it shall in no way utilize all or any portion of the Materials in a manner that would affect the quality or validity of the Materials, along with the goodwill and reputation of LBLP, Nanci Bell, Phyllis Lindamood, Pat Lindamood, and/or any of their programs, copyrighted works, or other proprietary materials, including the Materials. Any such action by the District or its agents in violation of this covenant shall be deemed a material breach of this Agreement by the District and shall provide LBLP the right to immediately terminate this Agreement, in addition to seeking damages and equitable relief.

4.7.1 The District hereby acknowledges the validity of each of the Copyrights and Marks, and neither District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood.

4.7.2 The District hereby agrees to defend, indemnify and hold LBLP harmless from and against any and all suits, actions, claims, judgments, debts, obligations or rights of action, of any nature or description, and any and all costs, including attorneys’ fees incurred by LBLP in connection with, arising out of or relating to the need for LBLP to protect the Copyrights and/or the Marks as a result of any acts, omissions, statements or representations of any employee or agent of the District. The District shall immediately notify LBLP of any known or expected violation of the Copyrights or the Marks, whether by an employee or agent of the District, or by any third party.
5. **LBLP Personnel and Expenses.** LBLP shall bear all costs and expenses associated with the on-site and off-site personnel utilized to perform the duties of LBLP under this Agreement, as specified below.

5.1 Neither the District nor its employees or agents shall do anything to interfere with the employer-employee relationship between LBLP and its personnel assigned to provide the District services under this Agreement, including but not limited to the solicitation of any such employee(s) away from the employ of LBLP.

5.2 LBLP's costs and expenses associated with the fulfillment of this Agreement shall include:

5.2.1 All LBLP staff salaries, taxes and benefits including, without limitation, federal and state unemployment insurance, worker's compensation insurance, disability insurance and the like.

5.2.2 All required living expenses (lodging, food, etc.), all airline flight costs, all local transportation costs, all operating administrative expenses incurred by LBLP staff and the LBLP Company.

5.3 LBLP shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

5.4 The District recognizes that LBLP personnel may be absent from a school assignment from time to time for unanticipated technical, health or personal reasons. If this occurs during the term of this Agreement and the absence of the LBLP employee or the interruption of live video streaming has a material impact on LBLP’s requirements under the Agreement, LBLP will work with the District to make up workdays missed and/or assign replacement personnel or technology.

6. **Provision of Services.** The District recognizes and agrees that as of the date of this Agreement, LBLP has not reviewed the abilities or performance characteristics of District employees who will be utilized by the District pursuant to the provision of services to the District by LBLP. For example, District employees may or may not follow LBLP’s techniques and requirements when LBLP programs are administered to District students. Further, there is no baseline data for the students of the District who will participate in the services to be performed under this Agreement. Because LBLP cannot control all variables of instructional quality and fidelity within the District, it is recognized and agreed that LBLP cannot and will not provide the District with a guarantee of specified gains by District students pursuant to this Agreement. This Agreement is intended to provide professional development to District staff. It is not intended to provide direct services by LBLP to District students or to address individual student needs. The District may have students who independently seek services with a LBLP learning center. Services recommended to students in LBLP learning centers may vary from the instruction recommendations for instruction given to District personnel under this Agreement, based on the individual needs of students and based on the scope of LBLP’s services under this Agreement.
7. **Data.** LBLP will establish a data system to provide comprehensive and timely data for the implementation of the program for the District pursuant to the terms and conditions of this Agreement. Each of the parties shall have the right to utilize this aggregate data (not individual data) for their respective purposes throughout the term of this Agreement.

7.1 When one year has lapsed after the term date if this agreement, LBLP will destroy all student data and it will not be recoverable or reportable. LBLP will provide a data file to the District containing this information upon written request within 6 months of the term date of this agreement.

7.2 LBLP and its employees understand that all individual student records which are generated by the District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the District, its employees, or students, except as required by state or federal law, or with the prior written permission of the District.

8. **Partnership.** Nothing contained in this Agreement or arising from the services to be performed by the parties under this Agreement shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the right to bind the other in any manner whatsoever concerning the subject matter of this Agreement.

9. **Acknowledgment; Publicity.** On occasion, the District may contact or be contacted by various representatives of the media to promote, market and advertise the services offered by the District under the terms of this Agreement. The parties acknowledge that LBLP's name recognition in connection with any promotion of the services is essential to the protection of LBLP's intellectual property and associated goodwill. Accordingly, prior to any public reference to the services by the District in any material, the District shall obtain LBLP's prior written consent. In addition, LBLP shall be referenced in all press releases issued by the District involving the services.

10. **Authority.** Each of the parties to this Agreement represents and warrants that it has the legal authority to enter into this Agreement, and that this Agreement shall be binding upon the applicable party in accordance with its terms and conditions. Each person signing this Agreement on behalf of LBLP and the District has the authority to fully bind the respective party.

11. **Assignability.** This Agreement and the rights granted by this Agreement to the District are personal to the District and shall not be assignable by the District or by operation of law. LBLP shall have the right to assign this Agreement on the prior written consent of the District, which consent shall not be unreasonably withheld or delayed.

12. **Peer Review.** For all manuscripts prepared by the District whose data arises out of or relates to LBLP's provision of the services under this Agreement (collectively, the "Manuscripts"), LBLP must approve the contents of the Manuscripts prior to their submission by the District for publication (the "Submission Date"). The District shall provide LBLP with a complete copy of the final Manuscript no less than forty-five (45) days prior to the Submission
Date. The Manuscript may not be submitted or published without the prior written consent of LBLP. Should LBLP's consent be granted on condition that certain revisions are incorporated into the Manuscript, the District shall be required to incorporate those revisions prior to the Manuscript's submission for publication. LBLP may, at its option, withhold consent if it deems the research contained in the Manuscript to be false or to compromise the integrity of the services or the Lindamood-Bell® method. LBLP may, at its option, in writing waive its right to review and comment upon any Manuscript.

13. Workshops. As an element of implementing program for the District, LBLP shall conduct specified workshops (see Schedule 1) for District employees to teach District students using the LBLP programs. It is recognized and agreed by the District that the receipt of any workshop, mentoring and/or certification of District employees in the LBLP programs shall not entitle the District or any of its employees to provide workshops in any of the LBLP programs to any persons, including other District personnel.

14. Miscellaneous Provisions. The following miscellaneous provisions shall apply to the terms and conditions of this Agreement:

14.1 Pursuit of any one remedy shall not preclude pursuit of any other remedies provided for herein or by law. No waiver of one violation of this Agreement shall be deemed or construed to constitute a waiver of any similar violations subsequently occurring, or any other violations whatsoever.

14.2 This instrument contains all of the understandings and agreement of whatsoever kind and nature existing between the parties hereto with respect to this Agreement, and the rights, interests, understandings, agreements and obligations of the respective parties and their prior oral agreements.

14.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

14.4 The performance of this Agreement by either party is subject to acts of God, war, government regulation, any U.S. State Department travel warning or alert, disaster, weather, civil disorder, curtailment of transportation facilities or other emergencies making it illegal or impossible to provide the event, or in the event either party does not reasonably believe it to be safe to provide the event.

14.5 If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized.

14.6 Nothing expressed or mentioned in the Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.
14.7 This Agreement may not be amended, altered or modified except by a written instrument signed by each of the parties.

14.8 Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such entity in accordance with its terms and in no way stands in contravention of any prior agreement to which such entity is a party. On request, each party shall furnish the other with evidence of authority.

14.9 If any legal proceeding is brought for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in any such action will be entitled to recover its reasonable attorneys’ fees and additional legal costs incurred, together with any other relief to which he/she may otherwise be entitled.

14.10 Any controversy or dispute arising between the parties involving the application, construction or interpretation of this Agreement shall be submitted to binding arbitration on the request of either party after fifteen days prior to written notice. The parties shall make a good faith effort to meet and confer prior to submitting any dispute or controversy to arbitration. Any arbitration shall comply with and be governed by the rules and procedures of the American Arbitration Association for commercial disputes. The parties shall utilize a single arbitrator and all arbitration hearings shall be held in a location mutually acceptable to the parties.
IN WITNESS WHEREOF, the parties have made this Agreement as of the date last written below.

“District”

School Board of Pinellas County
301 4th Street SW
Largo, FL 33770

By: ________________________________

Title: ________________________________

Sign: ________________________________

Date: ________________________________

“LBLP”

Lindamood-Bell Learning Processes
416 Higuera Street
San Luis Obispo, CA 93401

By: Nanci Bell

Title: Chief Executive Officer and President

Sign: ________________________________ for Lindamood-Bell Learning Processes

Date: 5/25/23
**SCHEDULE 1**
Professional development workshops as follows.

1. One Introduction to School Partnerships, dates to be mutually scheduled.
2. One Leadership Orientation, to be scheduled within the first week of the initiation of services, that guides principals, administrators, and other District leaders including Board of Education members in the implementation of the LBLP programs in the schools. This orientation will focus on project design, scheduling, solving challenges, and the expectations of teachers and leaders.
3. The Imagery-Language Connection, Level 1-4 access to self-paced courses.

Confirmation of workshop dates must be provided two (2) weeks prior to the start of the workshop.

**SCHEDULE 2**
Not applicable.

**SCHEDULE 3**
Off-site services to be provided by LBLP to the District as follows:

1. LBLP will analyze assessment data obtained from pre- and re-testing and will submit a summary report to the District following each retesting period.
2. These findings and an explanation of our programs and project design will be presented to the District following the summary reports.
3. To maintain program quality and fidelity, LBLP will communicate in a transparent way with the District Administration and School Board Members. Communication will include:
   a. Regular written reports with data analyses and recommendations.
   b. Regular documentation following corporate site visits to summarize findings and communicate recommendations for program refinement.
   c. School board presentations summarizing the project and data analyses when applicable.
4. District staff providing LBLP small group instruction will be given access to the INFORMS for Schools database during the term of this agreement. District employees will be responsible for timely and accurate data entry of test score and attendance information.
5. Coaching–Project Consultants, using video conferencing technology, will provide weekly job-embedded coaching sessions, for up to 16 Educators, in Twelve (12) Classrooms from August 10, 2023 to December 21, 2023 and in Six (6) Classrooms from January 8, 2024 to May 29, 2024. It is the District’s responsibility to provide LBLP with a schedule of coaching sessions no later than four (4) weeks prior to initiating coaching services. The coaching sessions will be delivered during the term start and end dates listed herein according to this schedule. Payment for the coaching sessions is non-refundable regardless of the actual sessions used during the term start and end dates listed herein. Project Consultants will mentor staff, pace students through programs, and assist in oversight of classroom and small group instruction. Project Consultant duties will also include:
   - Oversight to ensure consistency within school in program implementation
• Administration and oversight of small group instruction components (listed below)
• Communication to District staff, LBLP staff, and the school community concerning operations of the project
• Additional assistance to the site facilitators in mentoring and professional development for District staff

6. To utilize Zoom®, equipment minimum requirements include: a.) a computer with a 2.2 GHz Core 2 Duo processor and 4 GB of memory; b.) A webcam, c.) A projector, d.) speakers, e.) microphone, f.) 2x2 internet connection. If the District is using their own video conferencing software for coaching sessions, the District must share login details to that platforms at least One (1) week prior to the first coaching appointment. District video conferencing software and hardware must provide LBLP consultants the ability to see, hear, and interact with District students and instructors. Lindamood-Bell is unable to provide technical support for district hardware or software.

**SCHEDULE 4**
Community outreach services to be provided by LBLP to the District as follows:

1. LBLP will provide One (1) Tips for Home presentation that includes strategies for parents/guardians to use at home with their students (dates to be mutually scheduled).

**SCHEDULE 5**
The total fee to the District is a $85,000 flat fee plus any applicable taxes. The District will provide payment according to the following schedule:
- August 1, 2023—$10,300
- September 1, 2023—$10,300
- October 1, 2023—$10,300
- November 1, 2023—$10,300
- December 1, 2023—$10,300
- January 1, 2024—$6,700
- February 1, 2024—$6,700
- March 1, 2024—$6,700
- April 1, 2024—$6,700
- May 1, 2024—$6,700

**SCHEDULE 6**
Materials for instruction and assessments:

1. Instructional Materials: The District shall acquire reasonable amounts of the following by the beginning of scheduled coaching sessions. LBLP will make recommendations for materials in addition to the following:

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<thead>
<tr>
<th>For Small Group Instruction (Remediation)</th>
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<tr>
<td>Per Instructor</td>
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<tr>
<td>V/V® Kit</td>
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<tr>
<td>V/V® Teacher's Manual (inc in kit)</td>
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<tr>
<td>See Time Fly Vols 1 &amp; 2*</td>
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</tbody>
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Pinellas County Schools, 2023-2024 12 of 16  9/09/13 Updated 05/20
<table>
<thead>
<tr>
<th>Imagine That! Giant Book Grades 2-5</th>
<th>Imaginate Grades 2-5</th>
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<tr>
<td>Seeing Stars® Kit</td>
<td>Decoding Workbooks Set 1-6* (consumable)</td>
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<tr>
<td>Star Words-Second 500 cards (501-1000)</td>
<td>Catch a Star Workbooks Set 1-6* (consumable)</td>
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<tr>
<td>Seeing Stars® Multisyllable Practice Box</td>
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<tr>
<td>Seeing Stars® Set Reading Practice CD ROM*</td>
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<tr>
<td>LiPS® Clinical Kit*</td>
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**For Classroom Instruction (Grades K-3)**

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<td>LiPS® Clinical Kit*</td>
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**For Classroom Instruction (Grades 3-6)**

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<tr>
<td>V/V® Kit</td>
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<td>See Time Fly Vols 1 &amp; 2*</td>
</tr>
<tr>
<td>Imagine That! Giant Books Grades 2-5</td>
</tr>
<tr>
<td>V/V® Workbooks Grades 2-6 sets*</td>
</tr>
</tbody>
</table>

*For appropriate levels only, 1 kit per school.*

In addition, LBLP may recommend further contextual reading material if it is deemed necessary for more effective implementation of the LBLP programs for instruction.

These materials may be purchased through Gander Educational Publishing at (800) 554-1819 or [www.ganderpublishing.com](http://www.ganderpublishing.com).

2. Testing Materials: Tests should be administered by qualified teachers or other professionals who demonstrate an aptitude to follow standardized testing protocol and can correctly analyze and score student responses. In addition, each school site will acquire sufficient test protocols and forms for Lindamood-Bell’s testing battery. Each school site will acquire adequate amounts of the following:

Peabody Picture Vocabulary Test 5, Form A (PPVT-5), receptive vocabulary
Woodcock Reading Mastery Tests, Form A (WRMT-III), word attack sub-test

*These materials can be purchased from Pearson Assessments*

1-800-627-7271, or go to [www.pearsonclinical.com](http://www.pearsonclinical.com)
Wide Range Aptitude Test-5th Edition (WRAT-5), reading and spelling
These materials can be purchased from Slosson Educational Publications, Inc.
1-888-756-7766, or go to www.slosson.com

The Lindamood Auditory Conceptualization-3 (LAC-3) test
The Symbol Imagery (SI) Test
These materials can be purchased from Gander Educational Publishing
1-800-554-1819, or go to www.ganderpublishing.com

These materials must be purchased in time for project commencement. If the materials are not on-site at project start, and LBLP provides testing materials, the District will be invoiced for all related costs.
“Exhibit A”

LBLP Program Expectations for School Board of Pinellas County

The following outlines expectations for LBLP program implementation in School Board of Pinellas County for the 2023-24 school year. Adherence to these program expectations and the fidelity of the LBLP Model will help ensure instructional quality and allow the district to maximize student achievement under the LBLP Model.

PROFESSIONAL DEVELOPMENT
a. All key principals who will be managing and monitoring LBLP instruction will attend the introductory 5-day workshop.
b. All teachers from participating schools will attend the 5-day workshop.
c. Participation in a workshop is not intended to be or sufficient interaction to enable the participant to train others in the LBLP programs.
d. All key district administration and all principals will attend the LBLP Leadership Orientation – (minimum 4 hours).

ACCOUNTABILITY
a. LBLP Project Director will meet monthly with principals from all participating sites and with a designated district administrator (to be designated by the district) to review key indicators for LBLP instruction, including attendance, numbers of students in small-group instruction, number of classrooms implementing LBLP, and the amount of time devoted to LBLP implementation.
b. Site principals from participating sites will conduct regular classroom visits to fulfill LBLP “Look Fors” and provide timely feedback to teachers based on these observations.
c. A designated district administrator (to be designated by the district) will serve as the overall District Coordinator of Lindamood-Bell® implementation, reporting directly to the Superintendent on all matters concerning Lindamood-Bell.
d. Key district administration will address environmental and fidelity issues and recommendations with site principals.
e. LBLP will collaborate with the District administration to draft and submit expectations of LBLP implementation for District leadership and teachers (optional).
f. LBLP will submit a mid-year report, an end-of-year report, and a state achievement test report to the District School Board, with data analyses, a summary of key indicators, and recommendations for improving the program fidelity.

LBLP INSTRUCTIONAL EXPECTATIONS AT PARTICIPATING SITES

LBLP Small-Group Instruction
a. Students at risk for reading failure (e.g., students not proficient on the state achievement test, students in Special Education, etc.) will be the priority for participation in LBLP small-group instruction.
b. To maximize school-wide Adequate Yearly Progress (AYP), schools must provide small-group instruction for a sufficient number of at risk students.
c. The amount of daily instruction and duration of instruction will be based on individual learning profiles.
d. Instruction is scheduled for a minimum of 90 minutes daily for middle and high schools and a minimum of 60 minutes daily for elementary schools.
e. Students will be scheduled to receive a minimum of 100 hours of small-group instruction. Students with less than 50 hours will not be post tested and included in LBLP’s accountability reports.
f. Small, homogeneous groups (maximum of 5).
g. LBLP battery of tests will be implemented at all participating schools for each student identified for small-group instruction: GORT 4, Woodcock Reading Mastery Test-III (WRMT-III), WRAT 5 Reading and Spelling, Symbol Imagery, PPVT 5 Vocabulary, and Lindamood Auditory Conceptualization test (optional).
h. Additionally, other assessments used for progress monitoring may be included in the overall analyses and reporting.
i. Only tests given within the last 3-4 months will be used for scheduling, grouping, and assessment purposes.

Lindamood-Bell® Classroom Instruction
a. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Visualizing and Verbalizing® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
b. All K-2 classroom teachers will provide a minimum 20 minutes of daily, stand-alone instruction in the Seeing Stars® program throughout the school year (teachers will document instructional time and tasks in the LBLP Classroom Folder).
c. All K-5 classroom teachers will integrate the Seeing Stars® and Visualizing and Verbalizing® program methodology through the curriculum, in all language arts and content area instruction and methodology throughout the curriculum.
March 29, 2023

To Whom It May Concern,

Thank you for your interest in Lindamood-Bell Learning Processes. Our mission is to help all individuals learn to their potential. We have established private learning centers across the country and in London and Australia. Each year, we also collaborate with schools to provide innovative instructional programs, professional development, and consulting. Our school clients have included public and private schools in both urban and rural areas, Title I schools and districts, Learning Disabled Schools, Special Education Districts/Local Planning Areas, vocational education institutions, and juvenile probation centers. Lindamood-Bell® instruction is effective with diverse learning populations of all ages. Our school partnerships are regularly reported on by the press and education researchers and have been recognized by the U.S. Department of Education, as models of success.

The proprietary instructional programs provided in our professional development workshops and school-wide models include:

- *Visualizing and Verbalizing* for Language Comprehension and Thinking® (V/V®)
- *Seeing Stars*® Symbol Imagery for Phonological and Orthographic Processing in Reading and Spelling (Si™)
- *Lindamood Phoneme Sequencing*® for Phonemic Awareness, Reading, Spelling, and Speech (LiPS®)
- *On Cloud Nine*® for Mathematical Reasoning and Computation (OCN™)
- *Talkies*® for Oral Language Comprehension and Expression

All programs are authored or co-authored by Nanci Bell, Patricia C. Lindamood, and Phyllis Lindamood. Nanci Bell and Phyllis Lindamood are the shareholders of Lindamood-Bell Learning Processes, and each is a member of the corporation’s board of directors. Patricia C. Lindamood is deceased. Lindamood-Bell is the only provider of the program workshops and school-wide implementation models endorsed by the programs’ authors.

Although third parties may purchase the copyrighted Lindamood-Bell materials or attend our workshops, only authorized Lindamood-Bell Workshops and School Partnerships can control the fidelity and quality of the programs as established by the
authors of the programs and owners of the company. Only Lindamood-Bell is endorsed and licensed by the authors of the programs for their implementation.

Lindamood-Bell maintains strict standards of quality control and monitoring during all phases of project implementation so that appropriate program modifications can be made. These phases of implementation include but are not limited to the review of pre/post student assessment data, consideration of clinical recommendations, grouping of students with similar profiles, development of student lesson plans, and review of student response to instruction.

Lindamood-Bell Learning Processes has helped thousands of students develop critical language and literacy skills to overcome learning difficulties/disabilities. Our services are provided through (1) individualized, intensive sensory-cognitive instruction in our 50 Learning Centers, (2) hundreds of professional development Workshops per year, and (3) comprehensive school projects in schools across the country. For over 25 years, we have continued to refine our programs and implementation techniques through the rigorous and ongoing analysis of student performance data. No other provider has our level of experience, in any setting, using our founders’ research-validated programs.

We are honored to continue making a difference for students by helping them learn to their potential.

Sincerely,

Melissa Garner
Co-Director, Lindamood-Bell for Schools
Lindamood-Bell Learning Processes
AGREEMENT

This Agreement is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, a California corporation ("LBLP"), and School Board of Pinellas County (the "District"). This Agreement is made with specific reference to the following facts:

RECITALS

A. LBLP has its principal place of business in San Luis Obispo, California. LBLP is engaged in the business of educating students, conducting seminars for teachers and educators and training educators in the field of teaching spelling, reading comprehension, oral language comprehension, oral language expression, written language skills, and learning management.

B. The District is located in Largo, Florida. The District desires to retain LBLP to provide specified programs to the District pursuant to the terms and conditions of this Agreement.

C. LBLP is the owner and/or exclusive licensee of the following trademarks and service marks:

Lindamood-Bell Learning Processes®
Lindamood-Bell®
Lindamood®
LiPS®
Lindamood Phoneme Sequencing®
Visualizing and Verbalizing®
Visualizing & Verbalizing®
Visualizing and Verbalizing for Language Comprehension and Thinking®
V/V®
Seeing Stars®
Vanilla Vocabulary®
On Cloud Nine®
OCN™
Sec' Time Fly®
SIT™
HLM®
Human Learning Management®
Gander Educational Publishing®
Gander Publishing®
Nancibell®
We Create the Magic of Learning®
Catch a Star®
Center in a School™
CIST™
OPAL™
Orthographic and Phonological Awareness for Literacy A Measure of Symbol Imagery™
**Contract No:** 23-963-223  
**Title:** USF-AP Summer Institute Fees

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:** $106,340.00

**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

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**Rationale/Reason** Teachers attend the Advanced Placement Summer Institute (APSI) the summer prior to the first year teaching the course and every 3 years after. The first summer is to become familiar with the timeline and pacing of the curriculum throughout the year to best prepare students for the final AP Exam. Attending every 3 years allows students to stay current with changes to the exam, resources, and pacing. It also provides teachers an opportunity to collaborate with other teachers from out of county/state who teach the same course.

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
**For:** Advanced Studies and Academic Excellence

**Title:** Director, Purchasing Department

**Requested By:** Cassandra Bogatz  
**Buyer:** Christina DiLeonardo-Rowan

**Title:** Director of Advanced Studies & Academic Excellence

Contractor Name: UNIVERSITY OF SOUTH FL-Cashiers Office  
Address: ADM147/ 4202 E FOWLER AVENUE  
TAMPA, FL 33620-5800  
Phone: 727-893-2120  
Email: apsi@usf.edu  
Vendor ID: V-5638

*(See Attached Tabulation)*

(23-963-223)
The Advanced Placement (AP) Summer Institute, is a College Board endorsed program that provides professional development to AP teachers. Through the Advanced Placement™ program, College Board provides a way for high school students to earn free college credits while taking high school courses. Taking Advanced Placement courses exposes students to college level coursework and begins preparing them to think more critically.

The AP Summer Institute provides teachers the opportunity to learn how to teach their course from College Board-approved consultants. These consultants are experts in their subject areas and work with College Board as AP readers, graders, and table leaders. Not only is this an opportunity to learn directly from College Board experts, but also from other instructors from all over the world! This 4-day intensive training is designed to enhance the AP teacher's skills, ability, and knowledge of their subject regardless of their experience level.

Hosted by the David C. Anchin Center for the Advancement of Teaching, the Advanced Placement Summer Institute at the University of South Florida (USF) offers a unique learning experience for teachers who are interested in expanding their knowledge of AP course content, structure, and methodology. In addition, the workshops afford teachers the opportunity to interact with colleagues and to discuss issues and concerns surrounding the AP courses they will teach.

https://www.usf.edu/education/anchin/initiatives/ap-summer-institute.aspx

Grand Total $ 106,340.00
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:** thru N/A - One Time Purchase

**Contract Value:** $135,000.00

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

**Renewal Options:**

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<td>6-months</td>
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**Rationale/Reason**

Pre-AP courses are available in Social Studies and Visual Arts at the middle school level and Algebra, Geometry, Biology, and Chemistry at the high school level. Pre-AP coursework provides students with a foundation to take rigorous courses later in their academic career. All Pre-AP courses have a set of shared principles, which enables students of every ability level to build cross-disciplinary critical thinking skills.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  **For:** Advanced Studies and Academic Excellence  **Title:** Director, Purchasing Department

**Requested By:** Cassandra Bogatz  **Buyer:** Christina DiLeonardo-Rowan  **Title:** Executive Director

**Contractor Name:** College Board  **Address:** PO BOX 30171
NEW YORK, NY 100870171

**Phone:** 877-349-1550  **Email:** jlocke@collegeboard.com  **Vendor ID:** V-7438
COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00034515

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

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on May 31, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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

5.0 Representations and Warranties.

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

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

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

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

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

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys’ and witnesses’ fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, “Damages”) provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused by the negligence or willful misconduct of College Board.

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

9.0 Miscellaneous.

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

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornados, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, undesirable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

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

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

<table>
<thead>
<tr>
<th>To College Board:</th>
<th>With a copy to</th>
<th>To Client:</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-12 Contract Management</td>
<td>Legal Department</td>
<td>Cassandra Bogatz</td>
</tr>
<tr>
<td>College Board</td>
<td>College Board</td>
<td>Director of Advanced Studies</td>
</tr>
<tr>
<td>250 Vesey Street, New York, NY 10281</td>
<td>250 Vesey Street, New York, NY 10281</td>
<td>301 4th St SW, Largo, FL 33770-3536</td>
</tr>
<tr>
<td>Tel: (212) 713-8000</td>
<td>Tel: (212) 713-8000</td>
<td>Tel: 727-588-6079</td>
</tr>
<tr>
<td><a href="mailto:Contractsmanagement@collegeboard.org">Contractsmanagement@collegeboard.org</a></td>
<td><a href="mailto:Legalnotice@collegeboard.org">Legalnotice@collegeboard.org</a></td>
<td><a href="mailto:bogatzc@pcsd.org">bogatzc@pcsd.org</a></td>
</tr>
</tbody>
</table>

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

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

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

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

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

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

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

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

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

Signature

Lisa Cane
Name

Chairperson
Title

Date

COLLEGE BOARD

[Signature]

Doug Waugh
Name

[Signature]

Doug Waugh
- Vice President, SpringBoard and Pre-AP Progra
Title

06/08/2023
Date

Approved As To Form:

[Signature]
School Board Attorneys Office

Form Approved By College Board Legal January 2021
Pre-AP® SCHEDULE

1. **Pre-AP Program Overview.**

   The Pre-AP Program is a proprietary program that helps prepare students to succeed at college-level coursework. Pre-AP courses deliver grade-level appropriate instruction through focused course frameworks, instructional resources, learning checkpoints, and collaborative educator workshops. Pre-AP courses are designed to support all students across varying levels of abilities through focus, and are not honors or advanced courses. This Pre-AP Schedule sets forth the terms and conditions for the Pre-AP Program, and includes the Budget Schedule and Client Information Form for each participating school.

2. **License Grant.** The following licenses are referred to herein collectively as the 'Licenses'.

   2.1 **License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the Pre-AP website ('Pre-AP Platform') and to allow each of the participating schools (the 'Schools') to use Pre-AP Platform and to use all content available on Pre-AP Platform in print or otherwise provided to Client via myap.collegeboard.org (the 'Pre-AP URL'). Access to Pre-AP Platform is for the sole purpose of improving teaching and learning of students in the grades and courses designated by Client.

   2.2 **Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses set forth in this Section 2 (License Grant).

   2.3 **Access to Pre-AP.** Schools will access the courses (e.g. ELA, Algebra) licensed on Pre-AP Platform via the Pre-AP URL. Pre-AP Platform access will be provided to those courses that Client has selected for each School under this Agreement. Client understands and agrees that there is a risk of interruption to the website. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

   2.3.1 **Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate Client's right to use Pre-AP Platform, without waiver of any other remedy, whether legal or equitable.

   2.4 **Service Providers.** College Board maintains a relationship with and has agreements with certain vendors ('Service Provider(s)') for access to some of the services and tools offered through Pre-AP Platform. Client acknowledges and agrees that the information that is uploaded to Pre-AP Platform will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider because their privacy practices may differ from College Board's practices.

3. **Professional Learning.** College Board shall make available Pre-AP professional learning, workshops, coaching services and institutes (collectively, the "Services").

   3.1 **Pre-AP Platform Access during Services.** In connection with the Services, the Client is responsible for completing all tasks outlined by College Board, including but not limited to, attestation to course implementation requirements, in order to receive Pre-AP courses on the Pre-AP Platform for any participants who do not already have access.

4. **Products.**

   During the Term, College Board shall furnish material for certain Services (collectively, the 'Products'). Products shall include printed student resources and printed teacher resources. For each course, College Board shall deliver one (1) teacher resource per one hundred and twenty (120) students. Client acknowledges and agrees that College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name and phone number. The fees for the Products are set forth in Section 6.
4.1 Product Changes. College Board reserves the right, in its sole discretion and without incurring any liability to make changes to the Products during the term of this agreement. College Board shall provide reasonable notice to Customer at least ninety (90) days prior of any change in the Products incorporated within this agreement.

5. Client Obligations.

5.1 In order for students to gain access to the Pre-AP Platform, Client shall provide certain information on the participating students in the Schools for the Pre-AP Program ('Registration Information'). Unless College Board otherwise directs, the Registration Information shall include each student’s first and last name, date of birth, email address, grade, class section (by teacher name), school, address, first and best language and gender. Client shall be solely responsible for any updates to the participating students’ Registration Information after it has been imported to Pre-AP Platform.

5.2 Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 (FERPA) in connection with the Pre-AP Program. Client shall obtain any and all consents necessary for students to participate in the Pre-AP Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the Pre-AP Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

5.3 Client shall notify College Board of any changes to school participation, printed student resource orders and License orders, as applicable. College Board may delay and/or withhold furnishing student resources until Client confirms the print student resource order.

6. Fees and Payment.

6.1 Fees. The fees for Licenses and printed teacher resources, and any print student and additional teacher resources shall be $135,000.00. The fees for Licenses, Services and Products shall be collectively referred to as 'Fees'. Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any Fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client’s corporate or government status. Client shall furnish College Board with a valid tax exemption certificate. The total fee calculation for this Pre-AP Schedule as of the Effective Date of this Agreement shall be set forth in the Budget, incorporated hereto. The Fees may be based on estimated student participation figures furnished to College Board by Client prior to the Effective Date of this Agreement and do not accommodate any orders placed thereafter.

7. Client Representations and Warranties. Client represents and warrants to College Board that:

7.1 Client has designated as directory information for purposes of FERPA, a student’s name, grade level, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

7.2 To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are 'school officials' whom Client has determined to have 'legitimate educational interests'; and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

8. Rights After Termination. If this Agreement is terminated for any reason, all rights granted to Client hereunder shall cease, and Client shall immediately notify all teachers and students participating in the Pre-AP Program that they may no longer use Pre-AP Platform. Upon termination of this Agreement, College Board shall terminate Client's access to Pre-AP Platform, and any and all other systems to which Client has access under this Agreement.

Upon termination, Client shall promptly pay to College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished, and Licenses granted through the effective date of termination. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.
9. **Confidentiality and Data Protection.**

9.1 **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

9.2 **Data Protection.** College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request. College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, State, Parents or Adult Students as determined by College Board. College Board shall host content on Pre-AP Platform in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, Pre-AP Platform will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When Pre-AP Platform is accessed using a supported web browser, Secure Socket Layer ('SSL') or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.

College Board may use de-identified data to improve the Pre-AP Program, to demonstrate the effectiveness of the Pre-AP Program, and for research or other purposes related to developing and improving the Pre-AP Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

9.2.1 **Security Measures.** To ensure the security and confidentiality of confidential records, College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law. College Board warrants that all confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement as defined by College Board. College Board acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

9.2.2 **Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, the following process will be implemented: Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (a) a confirmed compromise of these student records, or of (b) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.
Where information is available, parent or adult student will be immediately notified of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

10. **Use of Cookies.** A cookie is a small text file placed on your computer’s hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of Pre-AP Platform must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

11. **Content Revision.** College Board reserves the right to update the content of Pre-AP Platform, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

12. **Proprietary Rights and Intellectual Property.** College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and Pre-AP Platform. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in Pre-AP Platform and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, ‘Content’) provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board’s copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Pre-AP Program, use of the Pre-AP Program, or access to the Pre-AP Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, recording or streaming, or posting any Pre-AP Program material on Client’s internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client’s agreement with College Board and College Board’s intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants’ knowledge and use of the Pre-AP Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in Pre-AP Platform, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any Pre-AP Program material on Client’s internal or any external website and shall advise all Pre-AP Program teachers and students that posting any such material, including answers to any questions on Pre-AP Platform or in Pre-AP student or teacher editions is a violation of College Board’s copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administers not to offer for resale, any used or unused Pre-AP Program material, including student or teacher editions.
## Budget Schedule

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<td>May 31, 2024</td>
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Subtotal: $135,000.00  
Total Discount: $0.00  
Total Cost: $135,000.00
This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address: 250 Vesey Street
New York, New York 10281
United States

Created Date: 6/2/2023
Expiration Date: 6/30/2023
Quote Number: 00050138

Prepared By: Jason Locke
Phone: (212) 373-8701
Email: jlocke@collegeboard.org

Bill To Name: Pinellas County School District
Bill To: United States

<table>
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<th>Product</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
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Subtotal: $87,000.00
Total Discount Amount: $15,000.00
Total Price: $72,000.00
Shipping and Handling: $0.00
Grand Total: $72,000.00

Quoted total price does not include applicable sales taxes

Quote Owner: Oscar Soto -- 571-485-3811 --
www.collegeboard.org
This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

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<th>Created Date</th>
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Prepared By: Jason Locke  
Phone: (212) 373-8701  
Email: jlocke@collegeboard.org

Bill To Name: Pinellas County School District  
Bill To: United States

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price</th>
<th>Quantity</th>
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Subtotal                                  $63,000.00  
Total Discount Amount                      $0.00  
Total Price                                $63,000.00  
Shipping and Handling                       $0.00  
Grand Total                                $63,000.00  

*Quoted total price does not include applicable sales taxes*

Quote Owner: Oscar Soto -- 571-485-3811 --

www.collegeboard.org
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:** thru

- [x] N/A - One Time Purchase

**Contract Value:** $472,277.75

**Contract Type:**

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

**Renewal Options:**

- [ ] No. of Terms Remaining: 6
- [ ] Length of Each Term: 6-months
- [ ] Length of Each Term: - year
- [x] None

**Rationale/Reason**

This contract includes PSAT 8/9, PSAT/NMSQT for 9th and 11th grade students, and Fall SAT School Day for all 12th grade students. 10th grade students taking PSAT/NMSQT are paid for by the state and 11th grade students taking SAT School Day in Spring are paid for by the state. Ensuring equitable access for Black students to on-site, college readiness testing in every high school is part of our Bridging the Gap plan. Training counselors, principals, and APCs in the use of data from the SAT Suite of Assessments to support students in selecting and enrolling in the appropriate accelerated course option that matches their strengths is also part of the Bridging the Gap plan.
COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT # CB-00034496

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

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2023 and, unless sooner terminated as provided herein, will expire on June 30, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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

5.0 Representations and Warranties.

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

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

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

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

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

7.0 Indemnification.

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

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

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.
9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client’s failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornados, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a “Force Majeure Event”) that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board’s obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

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

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

To College Board:  With a copy to To Client:
K-12 Contract Management Legal Department Dan Evans
College Board College Board Chief Academic Officer
250 Vesey Street 250 Vesey Street Pinellas County School District
New York, NY 10281 New York, NY 10281 301 4th St SW
Tel: (212) 713-8000 Tel: (212) 713-8000 Largo, FL 33770-3536
Contractsmanagement@collegeboard.org Legalnotice@collegeboard.org Tel: (727) 588-6000 evansd@pcsb.org

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

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

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

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.
9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

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

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

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

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

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.
PSAT™ 8/9
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ("Participating Schools") for students and what data and reports may be provided to Client through our online data portal (the "Program").

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT™ 8/9 materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide
   c. Information about recognition programs College Board.
   d. Access to SAT Practice Tools and Support as set forth below.
   e. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools:**
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 Test Coordinator Guide.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.

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

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

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each participating school will:
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
   d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, "Designated Personnel").
   e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
   f. Verify and update, if necessary, the Test Coordinator name and contact information.
   g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
   h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide ([https://suite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf](https://suite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf)) at least two weeks before the anticipated start of testing.
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.

j. Administer the test only during the authorized Testing Window for which the school is registered.

k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.

l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.

1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our website.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all staff.

b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://satsuite.collegeboard.org/digital. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.

c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.

d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.

e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.

b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.

c. Participating Schools will collect all test books at the end of the test.

d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and procedures provided by College Board to Test Coordinators.

e. Participating Schools will promptly return all paper test materials in accordance with the policies and procedures provided by College Board to Test Coordinators.

2. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.
V. REQUIRED INFORMATION AND TRAINING

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

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

If any of Client’s schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

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

Designated Personnel are required to utilize College Board’s test day tool kit (“TDTK”) application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board’s procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. PSAT 8/9 Testing Window. Client has agreed to administer the PSAT 8/9 C to registered students during the Testing Window(s) selected by Client in College Board’s SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. Administering the PSAT 8/9. The PSAT 8/9 will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 Test Coordinator Guide and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a “Delay Event”), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing dates.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board’s privacy policies, available at https://privacy.collegeboard.org.
College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

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

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district, about the students' recognition status.
   d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalnmerit.org.
   e. Score Reporting to Students.
   f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
   g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
   h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
   i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
   j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
   k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

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

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.
VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

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

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

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

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

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

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. Dedicated PSAT 8/9 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
   a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
   b. Assistance with completing required forms such as AI Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: https://collegeboard.org/contact-us.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

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

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.
2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, nonassignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

**XI. FEE CALCULATION**

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

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at [ordering.collegeboard.org](http://ordering.collegeboard.org), regardless of how many students take the PSAT 8/9 assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 8/9 exam.

**XII. CLIENT CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Cassandra Bogatz</th>
<th>Procurement²</th>
<th>David Koperski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Director of Advanced Studies</td>
<td></td>
<td>School Board Attorney</td>
</tr>
<tr>
<td>Address:</td>
<td>301 4th St SW</td>
<td></td>
<td>301 4th St SW</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Largo, FL 33770-3536</td>
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<td>Largo, FL 33770-3536</td>
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<tr>
<td>Phone:</td>
<td>(727) 588-6000</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:bogatzc@pcsb.org">bogatzc@pcsb.org</a></td>
<td></td>
<td><a href="mailto:koperskild@pcsb.org">koperskild@pcsb.org</a></td>
</tr>
</tbody>
</table>

¹ This is the person to whom College Board should direct primary communications.
² This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.
PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

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

II. PROGRAM MATERIALS AND INFORMATION

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

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

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

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

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

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
   b. Review the information in Annex 1 below and incorporated herein about College Board’s mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

REV 1.2023
d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, “Designated Personnel”).

e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.

f. Verify and update, if necessary, the Test Coordinator name and contact information.

g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).

h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) at least two weeks before the anticipated start of testing.

i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.

j. Administer the test only during the authorized Testing Window for which the school is registered.

k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your school as necessary.

l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.

   1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

   2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our website.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

   a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

   b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://satsuite.collegeboard.org/digital. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.

   c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.

   d. Client shall complete College Board’s Registration process for each student scheduled to test by the registration deadline.

   e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

   a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.

   b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.

   c. Participating Schools will collect all test books at the end of the test.

   d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.

   e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

   Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at...
collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board’s prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ("SSD Coordinator") is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

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

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

   If any of Client’s schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

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

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

VI. TESTING

1. PSAT/NMSQT Testing. Client has agreed to administer the PSAT/NMSQT to registered students selected by Client in College Board’s SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school-owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. Administering the PSAT/NMSQT. The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT Test Coordinator Guide and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a “Delay Event”), the Participating School(s) should immediately notify College Board.

   In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College
Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at https://privacy.collegeboard.org. College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 (“FERPA”), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

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

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

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.

   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students’ high school and district about the students’ recognition status.
   d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org.
   e. Score Reporting to Students.
   f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
   g. Score Report to Schools, Districts and State: Schools, Districts and the State will have access to students’ assessments score(s) and data derived from the score(s).
   h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
   i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student’s school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S. or abroad, parents, legal guardians, or law enforcement.
   j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
   k. Other: College Board may disclose student data as required by law, when we believe in good faith that it’s necessary to protect our rights, protect an individual’s safety or the safety of others, investigate fraud, or respond to a government request.

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

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

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

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

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

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

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

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

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

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

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

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

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.
2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, nonassignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

**XI. FEE CALCULATION**

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

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at ordering.collegeboard.org, regardless of how many students take the PSAT/NMSQT assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

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

**XII. CLIENT CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Cassandra Bogatz</th>
<th>Procurement:</th>
<th>David Kopernski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Director of Advanced Studies</td>
<td>School Board Attorney</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>301 4th St SW</td>
<td>301 4th St SW</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Largo, FL 33770-3536</td>
<td>Largo, FL 33770-3536</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(727) 588-6000</td>
<td></td>
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</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bogatzc@pesb.org">bogatzc@pesb.org</a></td>
<td><a href="mailto:koperskid@pesb.org">koperskid@pesb.org</a></td>
<td></td>
</tr>
</tbody>
</table>

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

4 This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.
SAT® SCHOOL DAY PROGRAM  
FALL 2023 PAPER SHELF SCHEDULE

1. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ("Participating Schools") for students on a certain day ("Testing Dates") and what SAT data and reports may be provided to Client through our online data portal (the "Program"). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

II. PROGRAM MATERIALS AND INFORMATION

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

1. Materials for Students:
   a. Link to the Student Guide
   b. SAT test materials (test booklet).
   c. Student Online Score Report, delivered as a PDF to Client via College Board’s K-12 Reporting Portal.
   d. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
   e. Access to SAT Practice Tools and Support as set forth below.

2. Materials for Participating Schools:
   a. Materials to support test administration.
   b. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board’s K-12 Reporting Portal.
   c. Access to AP Potential™ via College Board website.
   d. Insights and reporting on students’ participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

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

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (http://satpractice.org). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

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

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:
   b. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
   c. Designate personnel to act as a Test Coordinator, SSD Coordinator, Proctors and Monitors (collectively, "Designated Personnel").
   d. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
   e. Verify and update, if necessary, the Test Coordinator name and contact information.
   f. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
   g. Ensure that registered students are provided a link to the online SAT Student Guide (https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf) at least two weeks before the test date.
h. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.

i. Administer the test only during the authorized Testing Dates for which the school has ordered.

j. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your school as necessary.

IV. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board’s prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with a list of Participating Schools with their respective College Board school code online in College Board’s SAT Suite Ordering and Registration system located at ordering.collegeboard.org (“SSOR”).

   a. Changes to Participating Schools. Changes to the list of Participating Schools must be made available to College Board no later than six weeks prior to the beginning of the test date.

   If any of Client’s schools are omitted from the list of Participating Schools, then such schools shall not be covered under this Schedule.

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

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

VI. TESTING

1. SAT Testing Dates. Client has agreed to administer the SAT during the Testing Date(s) selected by Client as noted below.

<table>
<thead>
<tr>
<th>Primary Test Date</th>
<th>Makeup Test Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 11, 2023</td>
<td>October 26, 2023</td>
</tr>
</tbody>
</table>

2. Administering the SAT. The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Guide and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a “Delay Event”), the Participating School(s) should order materials for the Makeup administration.

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

If a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing to the Makeup administration, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should a Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator’s Manual. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to Makeup administration. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Makeup administration.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board’s privacy policies, available at https://privacy.collegeboard.org.
   a. College Board may also collect, retain, use and share students’ personally identifiable information to perform this Agreement and for the purposes outlined below.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students’ high school and district about the students’ recognition status.
   d. Score Reporting to Students.
   e. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
   f. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students’ assessments score(s) and data derived from the score(s).
   g. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
   h. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student’s school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
   i. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
   j. Other: College Board may disclose student data as required by law, when we believe in good faith that it’s necessary to protect our rights, protect an individual’s safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students’ college and career readiness by utilizing College Board’s services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall apply only to the data College Board receives as a result of the Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.
IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. Dedicated SAT School Day Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
   a. Step-by-step assistance with College Board online tools including SSD System and SSOR;
   b. Assistance with completing required forms such as AI Request Form; and
   c. Feedback mechanism for counselors.

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

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

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

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

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

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

   College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client or any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

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

XI. FEE CALCULATION

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

   Clients will be charged the fee in the attached Budget Schedule based on the number of students completing testing via returned answer sheets. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.
3. Unused Tests. Participating Schools will not incur unused test fees.

### XII. CLIENT CONTACT INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Primary</th>
<th>Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Cassandra Bogatz</td>
<td>David Koperski</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td>Director of Advanced Studies</td>
<td>School Board Attorney</td>
</tr>
<tr>
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<tr>
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<td>Largo, FL 33770-3536</td>
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4 This is the person to whom College Board should direct primary communications.  
6 This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.
SAT® SCHOOL DAY PROGRAM
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ("Participating Schools") for students during a certain designated period ("Testing Window") and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

II. PROGRAM MATERIALS AND INFORMATION

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

1. Materials for Students:
   a. Link to the Student Guide
   b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board’s K-12 Reporting Portal.
   c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
   d. For SAT (starting Spring 2024), information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex I attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

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

3. Reports for District:
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board’s K-12 Reporting Portal.
   b. Potential via College Board website.

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

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

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:
b. Review the information in Annex 1 below and incorporated herein about College Board’s mobile application available for students.

c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.

d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, "Designated Personnel").

e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.

f. Verify and update, if necessary, the Test Coordinator name and contact information.

g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).

h. Ensure that registered students are provided a link to the online SAT Student Guide (https://statsuite.collegeboard.org/media/pdf/sat-student-guide.pdf) at least two weeks before the anticipated start of testing.

i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.

j. Administer the test only during the authorized Testing Window for which the school is registered.

k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.

l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board’s only option is to complete testing on the other days during the testing window. This is Client’s sole remedy in relation to such disruption.

1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our website.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.

b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board’s Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://statsuite.collegeboard.org/digital. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.

c. Client will ensure that Participating School’s consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.

d. Client shall complete College Board’s Registration process for each student scheduled to test by the registration deadline.

e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students’ testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.

b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.

c. Participating Schools will collect all test books at the end of the test.

2. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.

e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.
3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board’s prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (“SSD Coordinator”) is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report for test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at SSDCoordinator Form. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this program. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board’s SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org, (“SSOR”), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client’s contacts entered online in SSOR.
   a. Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than two weeks prior to the beginning of the testing window.

   If any of Client’s schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

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

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

VI. TESTING

1. SAT Testing Windows. Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in College Board’s SSOR. In order to test, Client, or Participants, as applicable, will be required to install BlueBook on school-owned devices that meet College Board technical specifications. Participants using personal devices will be required to install BlueBook on compatible devices. Client shall provide internet access to each testing device.

2. Administering the SAT. The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Guide and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDKT in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Participating schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such
Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a “Delay Event”), the Participating School(s) should adjust testing until later in their Testing Window.

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

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing window for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to the end of the testing window. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board’s privacy policies, available at https://privacy.collegeboard.org.

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

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

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

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students’ personally identifiable information to perform this Agreement and for the purposes outlined below.

   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students’ high school and district about the students’ recognition status.
   d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org.
   e. Score Reporting to Students.
   f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
   g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students’ assessments score(s) and data derived from the score(s).
   h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
   i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student’s school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.

k. Other: College Board may disclose student data as required by law, when we believe in good faith that it’s necessary to protect our rights, protect an individual’s safety or the safety of others, investigate fraud, or respond to a government request.

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

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

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

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

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

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

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

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. Dedicated SAT School Day Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
   b. Assistance with completing required forms such as AI Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

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

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

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

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

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

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

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

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

XI. FEE CALCULATION

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

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at ordering.collegeboard.org, regardless of how many students take the SAT School Day assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

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

XII. CLIENT CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Cassandra Bogatz</th>
<th>David Koperski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Director of Advanced Studies</td>
<td>School Board Attorney</td>
</tr>
<tr>
<td>Address:</td>
<td>301 4th St SW</td>
<td>301 4th St SW</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Largo, FL 33770-3536</td>
<td>Largo, FL 33770-3536</td>
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<tr>
<td>Phone:</td>
<td>(727) 588-6000</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bogatzc@pcsb.org">bogatzc@pcsb.org</a></td>
<td><a href="mailto:kopersk@pcsb.org">kopersk@pcsb.org</a></td>
</tr>
</tbody>
</table>

1 This is the person to whom College Board should direct primary communications.
2 This is the person to whom College Board should send the contract to, if different from the Primary Contact.
Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)

College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services"). "App" refers to a College Board mobile application that students can download from the App Store to access Educational Services.

SCORE INFORMATION: In the App, students may access their scores and other score information (collectively, "Score Information") for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that College Board has with Client's school, district, or state, as applicable (collectively, "Covered Assessments").

RECOMMENDATIONS: In the App, College Board will provide students with educational information and recommendations about college and career options including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ("Eligible Institutions") based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections is entirely optional, and students must affirmatively opt-in if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt-out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App, by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, "Messages"). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or webform hosted by that college. College Board may track students access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. College Board never shares students' personally identifiable information with Eligible Institutions as part of Connections.

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages.

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

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

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

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the "College Board Collection and Use of Data" section. College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they so choose. All questions are optional. More information about College Board's Privacy Policies is located at collegeboard.org/privacycenter. Questions include the following:
- Home/Mailing Address
- Mobile Phone Number
- Email Address
- Race
- Ethnicity
  - First Language
  - Best Language
  - GPA
  - Intended College Major
  - Level of Education Aspirations
  - Parents' Level of Education

The following are only asked for the PSAT/NMSQT:
- Whether the student is enrolled in high school traditional or homeschool
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App and authenticate into the App, about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student’s phone number authenticates the student into the App. College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-ct for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
  - If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student’s data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board’s implementation of Client’s opt out; (ii) the student’s data from any Covered Assessment(s) for which Client chose not to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for all Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board’s implementation of Client’s opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.

- In some instances, Client’s state may have elected to opt-out its students and College Board will abide by that exclusion for Client’s students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email inteducator@collegeboard.org.
- If Client opts-out, Client’s students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to BigFuture® and to other college and career planning services on College Board’s website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.
Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. Client agrees that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

*Not offered in New York at this time. There may be other exclusions.
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<th>End Date</th>
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Subtotal: $797,342.00  
Total Discount: $325,064.25  
Total Cost: $472,277.75
# Edit Order Details

Below are all details of your order.

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<th>DISTRICT/STATE ORDER</th>
<th>ESTIMATED COST</th>
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<td></td>
</tr>
<tr>
<td>District Uploading Student Data</td>
<td></td>
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<tr>
<td>14022 tests allocated to 24 schools</td>
<td></td>
<td>0 tests remaining to allocate</td>
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</table>
**Totals**

<table>
<thead>
<tr>
<th></th>
<th>SCHOOL ORDER</th>
<th>DISTRICT/STATE ORDER</th>
<th>ESTIMATED COST</th>
</tr>
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<tbody>
<tr>
<td><strong>ESTIMATED SUBTOTAL</strong></td>
<td></td>
<td></td>
<td>$654,391.70</td>
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<tr>
<td><strong>ADJUSTMENTS</strong></td>
<td></td>
<td></td>
<td>-$182,113.95</td>
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<tr>
<td><strong>ESTIMATED TOTAL</strong></td>
<td></td>
<td></td>
<td>$472,277.75</td>
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</table>

**BILLING**

No Purchase Order Number Added

Paper Contract Requested

**CONTACTS**

You have agreed to the Terms and Conditions
PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

**Contract No.** 22-050-231  **Bid Title:** Art Sketchbooks

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

*Agenda Item Categories:*

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

**Contract Period:** 07/27/23 thru 07/26/24  □ N/A - One Time Purchase

**Contract Value:** $ 150,000.00

**Contract Type:** ☒ Estimated Dollar Amount

**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></td>
<td></td>
</tr>
</tbody>
</table>

* Rationale/Reason

Provide sketchbooks, a Visual Art curriculum supply item, countywide.

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

_____  

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:** Jonathan Ogle  
**Title:** Specialist, PreK-12 Visual Arts  
**Buyer:** Nancy Gaesser

**Recommended award by vendor as follows:** (see attached)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>TERMS ITEM #</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SKETCHBOOK, 50 sheets, 80#, smooth, acid free, opaque paper, rigid back, spiral bound, Black cover, Pacon #P477X</td>
<td>05011534</td>
<td>$3.18</td>
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<tr>
<td></td>
<td>Size 8.5” x 11”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SKETCHBOOK, beginner, 50 sheets, 60#, smooth, acid free, opaque paper, rigid back, spiral bound, Black cover, Pacon #P4776</td>
<td>05011550</td>
<td>$2.38</td>
</tr>
<tr>
<td></td>
<td>Size 9” x 6”</td>
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</table>
**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **July 11, 2023**

**Contract No:** 23-948-018  
**Bid Title:** Professional Nursing Services

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

**Agenda Item Categories:**
- [ ] Lowest Responsive Bid  
- [ ] Request for Proposal  
- [ ] Reject Bids  
- [ ] Piggy-Back Bid per 6A-1.012 (6)  
- [ ] Sale of Property  
- [ ] Revised Award *  
- [ ] Highest Point Score  
- [ ] Re-Award (partial/whole) *  
- [ ] State Contract per 6A-1.012 (5)  
- [ ] Renewal of Contract  
- [ ] Contract/Bid Termination *  
- [ ] Contract Extension * Term: ______  
- [ ] Co-Op Bid  
- X Professional Services/Copyrighted Materials per 6A1.012 (11)*  
- [ ] Direct Negotiation per 6A-1.012 (14)  
- [ ] Emergency Ratification *

**Contract Period:** 08/10/23 thru 07/30/24  
☐ N/A - One Time Purchase

**Contract Value:** $104,000.00

**Contract Type:**  
- [x] Estimated Dollar Amount  
- [ ] Firm, Fixed Dollar Amount  
- [x] 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

Provide professional nursing services for a medically needy student attending in-person school who is not eligible to receive these services at no cost under Medicaid guidelines.

☐ Reason for Submittal to Board Under Separate Cover:

___

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB  
**For:** School Health Services Department

**Title:** Director, Purchasing Department

**Requested By:** Sara O’Toole  
**Buyer:** Nancy Gaesser

**Title:** Director, Nursing and Medical Services

**Recommended award by vendor as follows:**

**FAMILY FIRST HOME CARE, LLC**

Provide professional nursing services to a student of Pinellas County Schools not eligible to receive these services at no cost under Medicaid guidelines.

RN $66.00/hour

(23-948-018)
Purchasing Agenda Item for Sole Source Commodity and/or Service

School Board of Pinellas County, Florida

School Board Meeting of: July 11, 2023

Contract No: 24-880-002  Bid File Title: Language Lab Upgrades

Contract Period: thru  N/A - One Time Purchase

Contract Value: $233,800.00

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

*Rationale/Reason

This vendor is the manufacturer of the Renaissance 2200 Language Lab System and is the only source for the purchase of the system as well as the only provider of warranty and after-warranty service.

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

Requested By: Pamela Benton  Buyer: Nancy Gaesser
Title: Specialist, PreK-12 World Languages

Recommended award by vendor as follows: (see attached)

STEVENS LEARNING SYSTEMS, INC.

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 each</td>
<td>Renaissance 2.0 System –Includes Instructor’s Console with Equipment, Full-Class Digital Recording, Overhead Trays, Headsets and Electrical Wiring – Bay Point Elementary School, McMullen Booth Elementary School, Mildred Helms Elementary School</td>
<td>25,600.00</td>
<td>76,800.00</td>
</tr>
</tbody>
</table>

*Note:

Stevens Learning Systems technicians will integrate the teacher’s laptop and the classroom projection/large screen monitor into the System during installation. Price includes all freight, installation materials, labor, teacher training and a one-year warranty.
**DETAILED EQUIPMENT LIST FOR PINELLAS COUNTY SCHOOLS**

**RENAISSANCE 2200 LANGUAGE LABORATORY SYSTEM 24 STUDENT POSITIONS**

<table>
<thead>
<tr>
<th>QTY</th>
<th>PART NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 each</td>
<td>70503</td>
<td>Renaissance Console Desk</td>
</tr>
<tr>
<td>3 each</td>
<td>70468</td>
<td>Renaissance 2.0 System Controller &amp; SLSI Software</td>
</tr>
<tr>
<td>3 each</td>
<td>70405</td>
<td>Renaissance Full-Class Digital Recorder &amp; Software</td>
</tr>
<tr>
<td>3 each</td>
<td>71732</td>
<td>USB-C Dual Video Dock Station</td>
</tr>
<tr>
<td>3 each</td>
<td>71713</td>
<td>Flat-Screen 21” HD Monitor</td>
</tr>
<tr>
<td>3 each</td>
<td>71731</td>
<td>Blu-Ray/DVD Player Program Source</td>
</tr>
<tr>
<td>3 each</td>
<td>71730</td>
<td>DVD/CD Burner Player Program Source</td>
</tr>
<tr>
<td>3 each</td>
<td>73008</td>
<td>Four Channel Digital Audio Player</td>
</tr>
<tr>
<td>6 each</td>
<td>76412</td>
<td>Overhead Tray Unit for Twelve (12) Students</td>
</tr>
<tr>
<td>84 each</td>
<td>70010</td>
<td>Teacher/Student Headset with Call button, Volume Control, Microphone</td>
</tr>
<tr>
<td>3 each</td>
<td>71642</td>
<td>USB Multimedia Computer Keyboard</td>
</tr>
<tr>
<td>3 each</td>
<td>71601</td>
<td>USB Optical Wheel Mouse</td>
</tr>
<tr>
<td>3 each</td>
<td>Included</td>
<td>Electrical Wiring for Language Lab Room, Freight, Installation and Teacher Training</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 each</td>
<td>Renaissance 2.0 Language Lab System Re-Install – Includes retrieval of Instructor’s Console with Equipment from storage, installation and Electrical Wiring – Tyrone Middle School</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>17 each</td>
<td>Renaissance 2.0 Language Lab Student Tray Upgrade - To include 3 Overhead Student trays per lab upgrade – Bay Point Middle School (2 rooms), Carwise Middle School, Clearwater Fundamental Middle School (2 rooms), Fitzgerald Middle School, John Hopkins Middle School (2 rooms), Largo Middle School, Madeira Beach Fundamental Middle School (2 rooms) Marshall Middle School, Meadowlawn Middle School, Oak Grove Middle School, Palm Harbor Middle School, Tarpon Springs Middle School, Tyrone Middle School</td>
<td>9,000.00</td>
<td>153,000.00</td>
</tr>
</tbody>
</table>

**Total Price**  

233,800.00
School Board Meeting of: July 11, 2023

Bid No: 23-918-191  
Bid Title: Athletic Trainer Services – BayCare Health Systems

Original Bid No: N/A

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

Agenda Item Categories:

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

Contract Period: 07/11/23 thru 06/30/25  ☐ N/A - One Time Purchase

Contract Value: $900,253.95

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>
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</thead>
<tbody>
<tr>
<td>6-months</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Rationale/Reason

This contract provides sports medicine and athletic training services to nine high schools for the 2023/2024 school year.

☐ Reason for Submittal to Board Under Separate Cover:

Submitted By: Joe Benjamin, NIGP-CPP, CPPO, CPPB  
For: Physical Education and Health, Driver’s Education and School Wellness

Title: Director, Purchasing Department

Requested By: Albert Bennett  
Buyer: Christine England, Purchasing Analyst

Title: Director Athletics, Pre-K-12 Physical Education

Recommended award by vendor as follows: BayCare Health Systems

(23-918-191)