

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

DATE/TIME OF INITIAL POSTING

DATE/TIME POSTING REMOVED

**APPROVED**  
By Joe Benjamin at 8:15 am, Jun 02, 2025

*Joe Benjamin*



The Right to File an Intent to Protest Expires: 8:15 AM on June 5, 2025  
Time Date

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

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

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

***Proposers Recommended for Award***

See attached agenda summary items contingent upon final PCS Board approval at the June 10, 2025 Board Meeting.

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

**PURCHASING AGENDA SUMMARY**

**June 10, 2025**

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

**RECOMMENDED BIDDERS:**

**Lexia Learning Systems, LLC**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-205-086	Lexia Literacy Student Subscription Renewal	PS/CM	1 Yr.	HS ELA & Reading Specialist Britt Moseley	5100/5230	2342/6264	205,250.00

**COMMENTS :** This contract with Lexia Learning Systems, LLC, provides foundational curriculum to our high school students who have not yet met their assessment requirements.

**RECOMMENDED BIDDERS:**

**TitanHQ**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-206-082	TitanHQ ArcTitan Email Archive System	SS	1 Yr.	TIS Department Keith Mastorides	0100/5140	2906/4149	135,000.00

**COMMENTS :** This contract with TitanHQ, a superior email archiving solution replaces our current system, Proofpoint. This change will bring about significant benefits including enhanced features, faster access, scalability, and comprehensive reporting capabilities. TitanHQ ensures compliance with email retention policies and fulfills public records requests efficiently.

**RECOMMENDED BIDDERS:**

**Virco, Inc**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-422-085	Classroom Furniture, Gulf Beaches Elementary	PB	N/A	Gulf Beaches Elementary Craig D. Pollei	0375/6311	3299/3299	477,974.40

**COMMENTS :** The furniture at Gulf Beaches Elementary was damaged during Hurricane Helene and is a long-lead item, which must be received by the start of the 2025-26 school year. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320. Hurricane claims submitted through FEMA may be reimbursed to the district.

**PURCHASING AGENDA SUMMARY**

**June 10, 2025**

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

**RECOMMENDED BIDDERS:**

**ODP Business Solutions, LLC**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-645-087	Bulk Paper, Office, Virgin and Recycled	PB	1.5 Yr.	Countywide Clint Herbic	Various	Various	745,000.00
<b>COMMENTS :</b> Utilizing state of Florida Contract # 14111500-21-STC provides firm pricing for bulk copy paper throughout the district.							

**RECOMMENDED BIDDERS:**

**Cognia, Inc.**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
22-961-039	District Accreditation	SS	1 Yr.	Strategic Planning and Policy Leanna Ison	0100/5990	2130/4809	185,900.00
<b>COMMENTS :</b> Cognia, Inc. is the parent organization to the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI).							

**RECOMMENDED BIDDERS:**

**PowerSchool Group, LLC**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
24-208-154	Assessment and Advanced Reporting Core+	PS	1 Yr.	District Assessment Renee Foran	0100/5100	6247	399,835.80
<b>COMMENTS :</b> Performance Matters is an assessment platform for District Assessments and currently serves as our data warehouse. The platform also facilitates district-, school-, and teacher-created assessments (quizzes, unit tests, semester exams, etc.) to be administered either online or paper based.							

**PURCHASING AGENDA SUMMARY**

**June 10, 2025**

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

**RECOMMENDED BIDDERS:** C & C Painting Contractors; Royal Construction & Real Estate; Golden Brush Inc; Specialized Property Services, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
23-968-160	Painting Services Exterior and Interior	RN	1 Yr.	Maintenance Dept. Michael Hewett	Various	Various	12,000,000.00 (Estimated)

**COMMENTS:** This contract secures firm pricing for exterior and interior painting services based on life cycle throughout the district

**RECOMMENDED BIDDERS:** Ackerman Plumbing, Inc.; Alter Plumbing; C. Lacey Plumbing, Inc.

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>NEW TOTAL CONTRACT AMOUNT</i>
23-968-029	Plumbing Services	RA	N/A	Maintenance Dept. Michael Hewett	Various	Various	975,000.00 (Estimated)

**COMMENTS:** This bid was board-approved on September 24, 2024, for 800,000. This request is to increase the Plumbing Service Contract by an additional 175,000 for additional plumbing repairs needed due to storm damages.

**RECOMMENDED BIDDERS:** Alan Jay Fleet Sales

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-070-088	2025 Ford Transit T-350 Van: 10 Passenger	PB	N/A	Transportation TMark Hagewood Driver's Education Mark Allison	0375/5640 0375/5590	9615/3378	2,615,214.00

**COMMENTS:** Utilizing Sourcewell Contract RFP #091521 for Alan Jay Fleet to purchase forty-two (42) 10-passenger transit vans, thirty-two (32) for Athletic Programs and ten (10) for the Transportation Department. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

**PURCHASING AGENDA SUMMARY**

**June 10, 2025**

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

**RECOMMENDED BIDDERS:**

**Specialized Property Services, Inc.**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-CR-046	Expansion Joint Repair	LRB	N/A	Dunedin HS Craig D. Pollei	0370/1081	3500/3038	730,701.00

**COMMENTS:** The limited mobility for Dunedin High School's buildings six and nine at the adjoining covered walkway for this location is exhibiting damage due to restrictive building movement. This work is required to repair the adjoining walkway and improve safety measures.

**RECOMMENDED BIDDERS:**

**Air Mechanical Service Corporation**

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CATEGORY</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/CC</i>	<i>**PROJECT/ SUB-PROJECT</i>	<i>TOTAL CONTRACT AMOUNT</i>
25-CR-050	Chiller Replacement	LRB	N/A	Bay Point MS Craig D. Pollei	0375/0171	3500/3001	1,091,800.00

**COMMENTS:** This chiller replacement is necessary as the existing chiller and cooling towers are past their useful life cycle.

**\*Key to Fund Sources:**

**0100: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs**

**\*\*Key to Categorical Sources:**

**23XX: Referendum Funds**

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Contract No:** 20-205-213

**Title:** Student Information System, Learning Management System

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

**Agenda Item Categories:**

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

**Contract Period:** 06/01/25 thru 05/31/30                       N/A - One Time Purchase

**Contract Value:** \$ 3,555,000.00

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
1	6-months	5 - year	

**Rationale/Reason**

FOCUS Student Information System (SIS) unifies scheduling, attendance, gradebook, grade and state reporting, and student and parent portals into one streamlined solution. Pinellas County Schools staff, students, and parents can access a comprehensive array of features, including the Community Mobile Application, Threat Assessment Forms, Communication Module, Document Management, SIS Hosting, and the School Choice Module. Vendor support through project management, tiered tech support, and training ensures successful implementation. Due to these enhancements, PCS will no longer need Laser Fische and School Messenger, saving \$150,000.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB                      **For:** T.I.S. Department  
**Title:** Director, Purchasing Department

**Requested By:** Keith Mastorides    **Buyer:** Barbara Molfetta  
**Title:** Chief Technology Officer, Technology and Information Systems Department    Purchasing Analyst

**FOCUS SCHOOL SOFTWARE LLC (V-26900)**

<b>FOCUS SIS</b>	<b>Cost</b>	<b>Total based on 85,000 students including charter</b>
Annual Maintenance and Support	3.40 per FTE Student	289,000
FOCUS SIS Hosting	0.25 per FTE Student	21,250
SIS Hosting Read Replica	0.10 per FTE Student	8,500
Additional Non Production Site	0.10 per FTE Student	17,000
School Choice	0.50 per FTE Student	42,500
Threat Assessment	0.30 per FTE Student	25,500
Document Management	0.50 per FTE Student	42500
Communication Platform Expansion	2.60 per FTE Student	221,000
150 Hours Custom Programming	\$33,750	33,750
Community App.	\$10,000	10,000
<b>Total</b>		<b>711,000 per year</b>

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Contract No:** 25-206-082

**Title:** TitanHQ ArcTitan Email Archive System

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

**Agenda Item Categories:**

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

**Contract Period:** 06/01/2025 thru 05/30/2025  N/A - One Time Purchase

**Contract Value:** \$ 135,000.00

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

**Renewal Options:**

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

**Rationale/Reason**

TitanHQ’s email archiving solution will replace our current email archiving system Proofpoint. This transition will result in a \$400,000 cost savings, advanced features with fast access, scalability, and reporting capabilities. TitanHQ ensure continued compliance with email retention and public records requests.

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

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

**Requested By:** Keith Mastorides **Buyer:** Tyler Marcum  
**Title:** Chief Technology Officer

Contractor Name: TitanHQ  
Address: Mazars Place, Salthill, Galway  
H91 YFC2, Ireland

Phone: +18133042544  
Email: mludden@titanhq.com

(See Attached)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 10 day of June, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and TITANHQ (hereinafter "Contractor").

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

1. **Term of Project:** The project period will begin June 1, 2025, and end May 30, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. **Scope of Work:** The scope of work is described in Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. **Compensation:** The School Board agrees to pay the Contractor \$135,000.00 for full and satisfactory performance of services under this Agreement. The following terms shall govern payments:
  - a) Payment will be made in full, with NET 30 payment terms.
  - b) The number of users covered under this agreement will be 16,500
  - c) Pricing is based on the School Board maintaining a retention policy of 5 years or less.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. **Independent Contractors:** By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. **Non-Discrimination:** Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. **Retention of Records:** The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
  
7. **Termination:**
  - A. **Without Cause:** The agreement is for a period of 12 months, The contractor does not support cancelation without cause. If there are issues that warrant cancellation, the School Board needs to give the Contractor written notice of these issues. If the Contractor cannot fix the issues within 30 days, the School Board can void the remainder of the agreement with no penalties. The Contractor will refund the unused part of the license term. The School Board will have to continue to pay the license fee until all of their data is migrated off the Contractor's infrastructure.
  
  - B. **With Cause:** The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
  
  - C. **Amount Payable Upon Termination:** In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
  
8. **Intellectual Properties:** The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
  
9. **Access to Records:** The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
  
10. **Liability:** (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their

respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. **Confidentiality:** Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

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

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to

any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

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

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

13. **Energy Policy and Conservation Act:** The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
14. **Jessica Lunsford Act:** The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see sections 1012.465, et seq., Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at [www.pcsb.org](http://www.pcsb.org).
15. **Contact Persons:** The Board and the Contractor designate the following persons to direct this project:
- Contractor Contact:** Mark Ludden, VP of Sales  
TitanHQ Towers, Mazars Place, Salthill, Galway, H91 YFC2, Ireland
- Board Project Contact:** John McNamara, Systems Administrator  
P.O. Box 2942  
Largo, FL 33779-2942
- Board Administrative Contact:** Keith Mastorides, Chief Technology Officer  
Student and Community Support Services  
P.O. Box 2942  
Largo, FL 33779-2942
16. **Prohibition of Lobbying:** The funds provided under this Agreement may not be expended for the purpose of lobbying.
17. **Notices:** Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
18. **Applicable Law; Venue:** This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in the state or federal court whose jurisdiction includes Pinellas County, Florida.
19. **Public Records:** Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:
- a. Keep and maintain public records required by the School Board to perform the service.
  - b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
  - d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
  - e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
  - f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
  - g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.
20. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
21. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
22. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the chief executive or administrative officers of the parties.
23. E-Verify
- a. Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
  - b. Subcontractors

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

  
\_\_\_\_\_

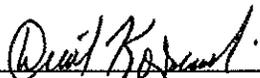
David Smyth

TITAHQ

By:   
\_\_\_\_\_  
Mark Ludden, VP of Sales

Date: 20/05/2025

Approved as to Form:

  
\_\_\_\_\_  
Office of School Board Attorney

# ATTACHMENT A



## Sales Order

TitanHQ,  
Mazars Place, Salthill,  
Galway, Ireland

USA +1 813 519 5498  
Ireland +353 91 545 500

SUBMITTED BY:	David Smyth
ORDER #:	2504028
ORDER DATE:	05/31/2025

COMPANY NAME:	Pinellas County Schools
BILLING CONTACT:	Keith Mastorides

PRODUCT DESCRIPTION	ORDER TYPE	USERS	SUBSCRIPTION	TOTAL
ArcTitan Cloud	New Purchase	16500	12 Months	135,000
<b>Total:</b>				<b>\$ 135000</b>
<b>Billing Start Date:</b>				<b>05/31/2025</b>

### BILLING TERMS

The contract will automatically renew unless written notice to terminate the relevant Service is received by TitanHQ from the Client no less than 90 days prior to the expiry of the current Term. Each Term is automatically renewed for a subsequent period of the same length as the initial Term, unless otherwise agreed 90 days prior to expiration of the current Term. By renewing, the Client agrees to extend the agreement by an additional term, be bound by its terms and conditions and continue to make payments in accordance with the billing procedures and the rates agreed. All fees under this agreement are subject to an annual increase adjustment of five percent (5%). If reselling services, the Client will provide Reseller Certificate for tax purposes, for all states where the services will be deployed.

### BILLING NOTES

- Pricing is based on 5 year retention policy maintained, any extension would require a review of cost
- Payments can be split between fiscal years, if needed

### Contract Recipient (Client)

Name: Keith Mastorides  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

### TitanHQ Approver

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

*Sales Order will not be effective until signed by both parties.*





## Cloud Services Agreement

### Terms of Service

TitanHQ agrees to provide a non-exclusive, non-transferable right to access and use the services as advertised on the company web site [www.titanhq.com](http://www.titanhq.com) (the "Service" or the "Cloud Services"), and Client agrees to receive the Service and access to the Service, on behalf of itself and its Users, according to the following terms and conditions:

1. The commercial terms and service specifications as set out in the Statements of Work scheduled hereto apply depending on which service you are availing of, the WebTitan Service, SpamTitan Service, ArcTitan Service, and/or the SafeTitan Service.
2. The Service will be used for legitimate business use only and be used in a manner which is consistent with the way in which it is intended to be used and in a way that is compliant with all applicable laws. TitanHQ reserves the right to suspend or terminate service for the Client's (and / or its Users) failure to comply with these requirements.
3. The intellectual property rights in the Service, together with any underlying software, are and shall remain the exclusive property of TitanHQ or that of its licensors. The Client agrees not to take any action inconsistent with TitanHQ's intellectual property rights. This Agreement is not an agreement of sale, and this Agreement does not transfer any title, intellectual property rights or ownership rights to the TitanHQ products or services.
4. TitanHQ will provide the Service to Client in exchange for payment of fees and compliance with the terms and conditions of this document. Service payments will be submitted in accordance with the billing procedures and the rates agreed between TitanHQ and Client. Client certifies that Client has read, is aware of, and understands the rates and fees for usage of the Service as agreed between TitanHQ and Client.
5. TitanHQ guarantees to deliver the Service at the agreed price contained in the Statement of Work, given that payment from the Client has been made in full and according to the agreed payment terms. TitanHQ also reserves the right, in its sole discretion, to deactivate the Service to Client's if the agreed payment terms are not being met.
6. Failure to comply with sections 2 and 5 of these terms of use may result in immediate suspension or termination of the Service without notice. TitanHQ reserves the right to cancel the Service, with NO refunds, if it determines, in its sole discretion, that a user or group of users is in breach of sections 2 & 5 of these Terms.
7. TitanHQ uses a third party to host application servers and to provide communication services. TitanHQ will use all reasonable endeavors to ensure the third party undertakes to provide its services at or above industry standards. Accordingly, TitanHQ does not warrant that the Service will be uninterrupted or error-free. TitanHQ also does not warrant or guarantee that any computer or other device will be compatible with or function with the Service, nor do we warrant or accept any liability for the operation of the Client's equipment that is used to access the Service. Any reliance by Client upon the Service including any action taken by Client because of such use or reliance is at the sole risk of the Client. As a result, the Client agrees that TitanHQ shall not be liable to the Client for any claims, damages, or loss of profit that may be suffered by the Client or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Service provided herein, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions. If TitanHQ cannot repair or replace the Service, TitanHQ may either provide a credit note for the non-performing period or refund the list price of the Service. In no event shall TitanHQ's liability for actual damages from any cause whatsoever, and regardless of the form of action, exceed the amount of the purchase price paid for the Service; other than for limitations of liability (such as for death or personal injury) which may not be excluded by applicable law.

TitanHQ and its suppliers specifically refuse the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose (including providing any complete protection against security threats), performance, system integration, and data accuracy. This disclaimer of warranty constitutes an essential part of this Agreement, and no use of the Service is allowed except under this disclaimer.

8. Provision of the Service does not require access to, or use of information being transmitted by Client or Client Customers other than machine-read, electronic methods. Information obtained is done so solely for the purpose of monitoring and ensuring the availability and optimisation of the Service.
9. TitanHQ will maintain security safeguards designed to protect the integrity of the Service and to protect the Service and its Users from unauthorized or unlawful access, use, alteration, or disclosure. These security safeguards will be equivalent to the accepted security standards in the IT industry for similar hosted services.
10. TitanHQ operates the Service subject to and in accordance with all applicable local, national, and international laws. The client agrees to indemnify and hold harmless TitanHQ from any civil claims or criminal charges resulting from the use of the Service that causes direct or indirect damage to another party or violates any law. The client also agrees to indemnify and hold TitanHQ harmless from any and all lawsuits, judgments, decrees, costs and expenses, and attorney fees arising from Client's misuse of the Service.
11. Use of the Service constitutes acceptance of these terms and conditions, and with that use, client agrees to all the terms and conditions of this Agreement.

### General Provisions

TERM: This Agreement shall commence on the date of signature and shall remain in full force and effect for the agreed term.

**CLIENT AND PERSONAL DATA:** The Client grants TitanHQ a non-exclusive right to access and use its data, which may include personal data, for TitanHQ to provide the Service to the Client during the Subscription Term. The parties acknowledge that where TitanHQ processes any personal data when performing its obligations under this agreement, TitanHQ is the data processor and not the data controller of any personal data related to the Client's use of the Service. Solely if and to the extent TitanHQ is processing personal data, as defined in the General Data Protection Regulation or other applicable data protection legislation, on the Client's behalf, then the current version of TitanHQ's Data Processing Agreement, which is available on its website, shall be incorporated herein by reference. The terms of the Data Processing Agreement shall take precedence for matters relating to personal data.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Each party will comply with applicable laws, regulations, codes, and sanctions with respect to its rights and obligations under this Agreement, including applicable anti-bribery and anti-corruption laws, together with privacy and export control laws and regulations.

**AUDIT:** The Client shall permit TitanHQ to have access to any use verification report within 30 days from TitanHQ's request (such request not to be made more than once per annum) and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement.

**RENEWAL:** The contract will automatically renew unless written notice to terminate the relevant Service is received by TitanHQ from the Client no less than 90 days prior to the expiry of the Service. By renewing, the Client agrees to extend the agreement by an additional term, be bound by its terms and conditions and continue to make payments in accordance with the billing procedures and the rates agreed. All fees under this agreement are subject to an annual increase adjustment of five percent (5%).

**TERMINATION:** Either party can terminate this agreement upon (i) written notification that the other party is in breach of any material term of this Agreement and such breach remains unresolved for a period of thirty (30) days following written notice; (ii) If the other party becomes voluntarily or involuntarily bankrupt; (iii) if the other party ceases or threatens to cease business. In the event of termination, termination notice for the Service must be submitted to TitanHQ, either in writing or by email. Upon receipt of the Termination notice, this agreement and the Service will terminate immediately. It will be entitled to invoice the Client for use of e of the Service prior to and up until receipt of the termination notice. Terms of this agreement, which are intended to survive expiration or termination will survive, including, but not limited to, restrictions on intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, and governing law.

**SEVERABILITY:** If any term or provision of this Agreement is held by a court of competent authority to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

**FORCE MAJEURE:** Neither party shall be responsible to the other party in circumstances where some or all of the obligations under these Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party, including an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities (including those of the necessary quality or security), obtain materials or supplies and, in all cases, the inability to do so except at increased prices (whether or not due to such causes). However, if such circumstances persist for more than 28 days, the non-defaulting party may terminate the agreement and all charges due to TitanHQ up to the date of termination shall become due.

**ASSIGNMENT:** The Client may not transfer the Service or any rights under this Agreement without the prior written consent of TitanHQ, which consent shall not be unreasonably withheld. A condition to any transfer or assignment shall be that the recipient agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be invalid. TitanHQ may transfer its rights and obligations under these terms to another organization. TitanHQ will inform the Client if this happens and TitanHQ will endeavour to ensure that the transfer will not adversely affect the Client's rights under the contract.

**CONFIDENTIALITY:** Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to the such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.



---

By accessing or using the Cloud Services, the Client agrees to this Agreement on behalf of itself and its Users and represents and warrants that it has full authority to bind itself and its Users to this Agreement. If the Client does not agree to this Agreement, it may not access or use the Cloud Services.

---

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 25-422-085

**Title:** Classroom Furniture, Gulf Beaches Elementary

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

**Agenda Item Categories:**

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

**Contract Period:**

N/A - One Time Purchase

**Contract Value:** \$ 477,974.40

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

**Renewal Options:**

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

**Rationale/Reason**

Emergency furniture order is because furniture is a long-lead item and it must be in place by the start of school.

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

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

**Requested By:** Craig D. Pollei    **Buyer:** Hope Olda  
**Title:** Director Facilities Design Construction

Contractor Name: Virco, Inc  
Address: 2027 Harpers Way  
Torrance, CA 90501  
Contact: Sylvia Joyer  
Phone: 800-448-4726 x1277  
Email: sylviajoyer@virco.com  
Vendor ID: v-3016

Pricing per Prince William County Public Schools Contract #R-TC-18004 Classroom Furniture. RFP documents related to this contract can be viewed with the following link:

<https://www.omniapartners.com/suppliers/virco/public-sector/contract-documents#contract-240>

		<p style="text-align: center;"><b>QUOTATION #8317981</b>  <small>LT</small></p> <p style="text-align: center;"><b>Shipping To: GULF BEACHES ELEMENTARY SCHOOL</b></p>					
Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
1	Diversified #AFT84425Q30D	A-Frame Table -84" x 42" x 30"H - Maple Butcher Block Top - Powder Coat Frame Color: Aqua - Designer Casters  8 ea TABLE AFT84425Q30D-A-FRAME TABLE -84 X 42 X 30 H - MAPLE BUTCHER BLOCK TOP - POWDER COAT-FRAME COLOR: AQUA - DESIGNER CASTERS FRAME COLORS-AQUA (AQ) LAMINATE-COLORS-MAPLE BUTCHER BLOCK (BB5) 3MM EDGE COLORS-NO SELECTION (NO OPT)	\$5,210.00	%36.80	\$3,292.72	8	\$26,341.76
2	Fluid Concepts #3RR36	Treo, Round Table Top 36 dia  2 ea MISC 3RR36-TREO ROUND TABLE TOP 36 DIA-LAMINATE COLORS-DATA (DT)	\$341.25	%35.60	\$219.77	2	\$439.54
3	Fluid Concepts #3UXW36	Treo, Cross Base, 24W x 24D x 27.75H  2 ea BASEONLY 3UXW36-TREO CROSS BASE 24W X 24D X 27.75H LAMINATE COLORS-DATA (DT)	\$374.85	%35.60	\$241.40	2	\$482.80
4	Fluid Concepts #LT4806	Treo, Task Light, 48W x 8D  2 ea ACSY LT4806-TREO, TASK LIGHT, 48W X 8D-COLOR-NO COLOR OPTION (N/A)-	\$416.00	%35.60	\$267.90	2	\$535.80
5	Fluid Concepts #3SBG6512	Bookcase, 36W x 12D x 65H (4 openings)  7 ea BOOKCASE 3SBG6512-BOOKCASE, 36W X 12D X 65H (4 OPENINGS)LAMINATE-COLORS-DATA (DTHPDT)	\$919.00	%35.60	\$591.84	7	\$4,142.88



QUOTATION #8317981

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
6	Fluid Concepts #3BF4824S	Treo, Straight Bridging Top & Modesty, 48W x 24D  1 ea DESK 3BF4824S-TREO STRAIGHT BRIDGING TOP & MODESTY 48W X 24D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT)	\$545.00	%35.60	\$350.98	1	\$350.98
7	Fluid Concepts #3ERB4824L	Treo, Executive Return (left) w/ Single BBF Floor Ped, 48W x 24D  1 ea DESK 3ERB4824L-TREO EXECUTIVE RETURN (LEFT) W/ SINGLE BBF FLOOR PED 48W X 24D-WORKSURFACE LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/ DRAWER PULL-BOX (BX1)	\$1,138.00	%35.60	\$732.87	1	\$732.87
8	Fluid Concepts #3ERB4824R	Treo, Executive Return (right) w/ Single BBF Floor Ped, 48W x 24D  2 ea DESK 3ERB4824R-TREO EXECUTIVE RETURN (RIGHT) W/ SINGLE BBF FLOOR PED 48W X 24D-WORKSURFACE LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/ DRAWER PULL-BOX (BX1)	\$1,138.00	%35.60	\$732.87	2	\$1,465.74
9	Fluid Concepts #3FW46	Treo, Tackboard for Standard Hutches, 46W x 16H  2 ea PRESENTATION 3FW46-TREO TACKBOARD FOR STANDARD HUTCHES 46W X 16H HAWA CORK-ANCHORAGE-THISTLE (2335_2085)	\$297.15	%35.60	\$191.36	2	\$382.72
10	Fluid Concepts #3HD4836	Treo, Cupboard Door Hutch (3 doors) 48W x 13D x 36H  2 ea STORAGE 3HD4836-TREO CUPBOARD DOOR HUTCH (3 DOORS) 48W X 13D X 36H LAMINATE COLORS-DATA-(DT)	\$957.60	%35.60	\$616.69	2	\$1,233.38



QUOTATION #8317981  
27

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
11	Fluid Concepts #3RF4830HX	Treo, Regular Desk w/ Single Hanging Ped, 48W x 30D  3 ea DESK 3RF4830HX-TREO REGULAR DESK W/ SINGLE HANGING PED 48W X 30D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,026.90	%35.60	\$661.32	3	\$1,983.96
12	Fluid Concepts #3RF6030XB	Treo, Regular Desk w/ Single BBF Floor Ped (right), 60W x 30D  2 ea DESK 3RF6030XB-TREO REGULAR DESK W/ SINGLE BBF FLOOR PED (RIGHT) 60W X 30D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,273.65	%35.60	\$820.23	2	\$1,640.46
13	Fluid Concepts #3RF6630XB	Treo, Regular Desk w/ Single BBF Floor Ped (right), 66W x 30D  1 ea DESK 3RF6630XB-TREO REGULAR DESK W/ SINGLE BBF FLOOR PED (RIGHT) 66W X 30D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,368.00	%35.60	\$880.99	1	\$880.99
14	Fluid Concepts #3RF6630BX	Treo, Regular Desk w/ Single BBF Floor Ped (left), 66W x 30D  3 ea DESK 3RF6630BX-TREO REGULAR DESK W/ SINGLE BBF FLOOR PED (LEFT) 66W X 30D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,368.00	%35.60	\$880.99	3	\$2,642.97



QUOTATION #8317981

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
15	Fluid Concepts #3SBG2912	Bookcase, 36W x 12D x 29H (2 openings) 1 ea BOOKCASE 3SBG2912-BOOKCASE, 36W X 12D X 29H (2 OPENINGS)-LAMINATE COLORS-DATA (DT)-	\$672.00	%35.60	\$432.77	1	\$432.77
16	Fluid Concepts #3SLF3620	Treo, Freestanding Lateral File, 36W x 20D x 29H 2 ea FILING 3SLF3620-TREO FREESTANDING LATERAL FILE 36W X 20D X 29H BASE_CHASSIS -DATA (DT)-FACES DOORS CONTRAST-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,095.00	%35.60	\$705.18	2	\$1,410.36
17	Fluid Concepts #3SLZ3620	Treo, 5 High FS Lateral File (Clsd Storage Top), 36W x 20D x 72H 2 ea FILING 3SLZ3620-TREO 5 HIGH FS LATERAL FILE (CLSD STORAGE TOP) 36W X 20D X 72H-BASE_CHASSIS -DATA (DT) FACES DOORS CONTRAST-DATA (DT) DOOR/DRAWER-PULL-BOX (BX1)	\$2,798.25	%35.60	\$1,802.07	2	\$3,604.14
18	Fluid Concepts #3SPFX302465L	Lateral/Wardrobe tower, 24" lateral, 6" wardrobe, 30Wx24Dx65H 1 ea STORAGE 3SPFX302465L-LATERAL/WARDROBE TOWER 24 LATERAL 6 WARDROBE 30WX24DX65H BASE_CHASSIS-DATA (DT) FACES DOORS CONTRAST-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$2,506.00	%35.60	\$1,613.86	1	\$1,613.86
19	Fluid Concepts #3HD7836	Treo, Cupboard Door Hutch (4 doors) 78W x 13D x 36H 2 ea STORAGE 3HD7836-TREO CUPBOARD DOOR HUTCH (4 DOORS) 78W X 13D X 36H CHASSIS-LAMINATE-DATA (DT) DOOR LAMINATE-DATA (DT)	\$1,434.30	%35.60	\$923.69	2	\$1,847.38



QUOTATION #8317981  
ET

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
20	Fluid Concepts #3FW76	Treo, Tackboard for Standard Hutches, 76W x 16H  2 ea PRESENTATION 3FW76-TREO TACKBOARD FOR STANDARD HUTCHES 76W X 16H HAWA CORK-ANCHORAGE-THISTLE (2335_2085)	\$357.00	%35.60	\$229.91	2	\$459.82
21	Fluid Concepts #3SPFX362465R	Laterra - Storage File - Standard FC FTL Finish  1 ea STORAGE 3SPFX362465R-LATERA - STORAGE FILE - STANDARD FC FTL FINISH BASE_CHASSIS -DATA (DT)-FACES_DOORS_CONTRAST-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$3,065.00	%35.60	\$1,973.86	1	\$1,973.86
22	Fluid Concepts #ETED2460	Edge Executive Desk Leg 24 x 60  1 ea TABLE ETED2460-EDGE EXECUTIVE DESK LEG 24 X 60 FRAME COLORS-ANODIZED ALUMINUM (ANO)-LAMINATE COLORS-DATA (DT)	\$1,250.00	%35.60	\$805.00	1	\$805.00
23	Fluid Concepts #LT2406	Treo, Task Light, 24W x 8D  2 ea ACSY LT2406-TREO, TASK LIGHT, 24W X 8DEEP COLOR-NO COLOR-OPTION (N/A)	\$234.00	%35.60	\$150.70	2	\$301.40
24	Fluid Concepts #3SCF7224LX	Treo, Knee Space Credenza (Full Mod) w/ Lat File, 72W x 24D  1 ea STORAGE 3SCF7224LX-TREO KNEE SPACE CREDENZA (FULL MOD) W/ LAT FILE 72W X 24D WORKSURFACE-LAMINATE-DATA (DT) BASE LAMINATE-DATA (DT) DOOR AND DRAWER-LAMINATE-DATA (DT) DOOR/DRAWER PULL-BOX (BX1)	\$1,546.00	%35.60	\$995.62	1	\$995.62
25	Fluid Concepts #GROM3	GROM3, 3" Round Grommet  8 ea ACSY GROM3-GROM3 3" ROUND GROMMET-COLOR-NO COLOR OPTION (N/A)	\$11.55	%35.58	\$7.44	8	\$59.52



QUOTATION #8317981  
07

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
26	RFM Seating #153_GB	Evolve - Conference chair-mesh high back-swivel til.  39 ea CHAIR 153_GB-EVOLVE - CONFERENCE CHAIR-MESH HIGH BACK-SWIVEL TIL. SEAT FABRIC-GB-MOMENTUM-CARSON CV - INDIGO (09582681)	\$982.00	%34.50	\$643.21	39	\$25,085.19
27	RFM Seating #9534A_GB	Evolve - Guest Chair / Side Chair - Stacking - with arms, with casters, stacks 4 high-MESH BACK  14 ea CHAIR 9534A_GB-EVOLVE - GUEST CHAIR / SIDE CHAIR - STACKING - WITH ARMS WITH CASTERS-STACKS 4 HIGH-MESH BACK SEAT FABRIC-GB MOMENTUM-CARSON CV - INDIGO-(09582681)	\$577.50	%34.50	\$378.26	14	\$5,295.64
28	RFM Seating #BT17_01A_GB	Evolve - Managers High Back - Enhanced Ratchet Back - Swivel Tilter -Fabric Seat and Back - Fold Away Arm With Vertical and Horizontal Adjustment  1 ea CHAIR BT17_01A_GB-EVOLVE - MANAGERS HIGH BACK -ENHANCED RATCHET BACK - SWIVEL TILTER--FABRIC SEAT AND BACK - FOLD AWAY ARM WITH VERTICAL AND HORIZONTAL-ADJUSTMENT FABRIC-GB MOMENTUM-CARSON CV - INDIGO (09582681)	\$1,477.00	%34.50	\$967.44	1	\$967.44
29	Virco Inc #50KID72DEADJC	Kidney Shaped 5000 Series Table, 48" X 72" X 1-1/8" Dry Erase Markerboard Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, 20" - 29" Adjustable-Height Gusset Legs, With Casters  21 ea Dry Erase->DE Ice White (WHT067) Edge Banding->Eclipse (GRY11) Frame->Silver Mist (GRY02)  1 ea TABLE 50KID72ADJC-DRY ERASE ICE WHITE ECLIPSE EDGE SILVER MIST	\$2,174.00	%72.00	\$608.72	22	\$13,391.84



QUOTATION #8317981  
L7

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
30	Virco Inc #AN14	Chair, Analogy(tm) Series, 4-Leg, Stackable, 14" Seat Height, Ergonomically Contoured Polypropylene Shell, Steel Frame, Nylon-Base Swivel Glides With Color-Accented Glide Sleeve  150 ea Soft Plastic Seat->Horizon (BLU14) Frame->Silver Mist (GRY02)	\$371.00	%72.00	\$103.88	150	\$15,582.00
31	Virco Inc #5042RADJCLO	Table, 5000 Series, Activity Table, Adjustable Height Short Legs With Locking Casters, 42" Round X 1-1/8" High-Pressure Laminate Particleboard Top With T-Mold Edge Banding, 21"-29" Adjustable Height, Tubular Steel Thick Profile Legs, Casters  15 ea TABLE 5042RADJCLO-ASIAN SAND ECLIPSE EDGE SILVER MIST	\$1,106.00	%72.00	\$309.68	15	\$4,645.20
32	Virco Inc #ZHEXBOXM	Desk, Zuma Series, Student Desk, 4-Leg, Adjustable 22"-34" H, 21-1/8" X 33" Trapezoid Hard Plastic Top, Plastic Book Box, Groups As Hexagon.  312 ea Soft Plastic Box Tray-> Eclipse (GRY11) Hard Plastic Top->Asian Sand (MPL08) Frame->Silver Mist (GRY02)	\$682.00	%72.00	\$190.96	312	\$59,579.52
33	Virco Inc #AN16	Chair, Analogy(tm) Series, 4-Leg, Stackable, 16" Seat Height, Ergonomically Contoured Polypropylene Shell, Steel Frame, Nylon-Base Swivel Glides With Color-Accented Glide Sleeve  144 ea Soft Plastic Seat->Horizon (BLU14) Frame->Silver Mist (GRY02)	\$393.00	%72.00	\$110.04	144	\$15,845.76



QUOTATION #8317981

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
34	Virco Inc #AN18	Chair, Analogy(Tm) Series, 4-Leg, Stackable, 18" Seat Height, Ergonomically Contoured Polypropylene Shell, Steel Frame, Nylon-Base Swivel Glides With Color-Accented Glide Sleeve  249 ea Soft Plastic Seat->Horizon (BLU14) Frame->Silver Mist (GRY02)	\$432.00	%72.00	\$120.96	249	\$30,119.04
35	Virco Inc #TZD3048R	Topaz Series, Single Pedestal Teacher Desk, 48"W x 30"D x 30"H Desk With Right-Side Single Pedestal. Box Drawer/File Drawer.  27 ea DESK TZD3048R-ASIAN SAND MOONSTONE EDGE-NAVY ECLIPSE MOONSTONE	\$6,168.00	%72.00	\$1,727.04	27	\$46,630.08
36	Virco Inc #TZWSWDG	Topaz Series, Sit-to-Stand Workstation, 41"W x 26"D x 29-42 "H; Wedge-Shaped Sit-to-Stand Workstation.  18 ea DESK TZWSWDG-ASIAN SAND MOONSTONE EDGE SILVER MIST	\$3,615.00	%72.00	\$1,012.20	18	\$18,219.60
37	Virco Inc #FABEDPD	Bed, first aid, adjustable 6-position headrest lounge, paper dispenser, 26W x 74L x 18H.  2 ea Vinyl->BLUE (BLU066)	\$3,641.00	%72.00	\$1,019.48	2	\$2,038.96
38	Virco Inc #MTC8AEBG	Mobile Table, Convertible Bench Table, 15 - 17 High Bench, 27 -29 High Table, 8 Long, Table Converts To Backrest, High-Pressure Laminate MDF Top, Sure Edge With Gang Device  36 ea TABLE MTC8AEBG-ASIAN SAND ECLIPSE EDGE ECLIPSE	\$5,490.00	%72.00	\$1,537.20	36	\$55,339.20



QUOTATION #8317981  
17

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
39	Virco Inc #U42R	Top for Table, Universal Tops series, café top, 42 round, 1-1/8 high pressure laminate particleboard top with backing sheet.  2 ea Laminate->Asian Sand (MPL008) Edge Banding-> Moonstone (GRY05)	\$631.00	%72.00	\$176.68	2	\$353.36
40	Virco Inc #66133	Cafe Table Base, X-Shaped, Tubular Steel Column With Die-Cast Aluminum Feet And 3 " Diameter Abs Glides, 33" Base Spread, 29" Top Height. Accepts Virco Table Top Models U36R, U3636, U42R, C36R, C36SL, C36SQ, C42R, C42SL, C42SQ. Powder Coat Frame And Graphite Color Glides  2 ea Base->Silver Mist (GRY02) Column->Silver Mist (GRY02) Glide->Graphite (GRY41)	\$1,343.00	%72.00	\$376.04	2	\$752.08
41	Virco Inc #AN18EL	Chair, Analogy(tm) Series, 4-Leg, Stackable, 18-1/2" Seat Height, Ergonomically Contoured Extra Large Polypropylene Shell, Steel Frame, Nylon-Base Swivel Glides With Color-Accented Glide Sleeve  16 ea Soft Plastic Seat->Horizon (BLU14) Frame->Silver Mist (GRY02)	\$457.00	%72.00	\$127.96	16	\$2,047.36
42	Virco Inc #2BC4836HP	Bookcase, Steel-frame, top and sides are 3/4" thick particleboard core with high pressure laminate. 3/4 " profile T-mold edge banding on tops and self edge on front side edges- Metal surfaces are powder coat 48"w X 14-1/4"d X 36"h, 1 Adj. Shelf  106 ea BOOKCASE 2BC4836HP- ASIAN SAND MOONSTONE EDGE MOONSTONE	\$2,897.00	%72.00	\$811.16	106	\$85,982.96



QUOTATION #8317981  
L7

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
43	Virco Inc #54VF154D	Filing Cabinet, 54 Series, Metal, 4 Letter-Sized Drawers With Lock, 15 "w X 26-1½" d X 52" h, Full-Extension Steel Ball-Bearing Slides On All Drawers, Counter Weight.  4 ea Frame->Moonstone (GRY05)	\$3,222.00	%72.00	\$902.16	4	\$3,608.64
44	Virco Inc #503036ADJSU	5000 Series Table - 30" x 36" rectangle, 30"-39" adjustable height, 1-1/8" high-pressure laminate particleboard top with backing sheet and T-mold edge banding, Gusset Legs, Nylon Glides.  1 ea TABLE 503036ADJSU-ASIAN SAND MOONSTONE EDGE SILVER MIST	\$906.00	%72.00	\$253.68	1	\$253.68
45	Virco Inc #503048ADJ	5000 Series Table -30" X 48" X 1-1/8" High-Pressure Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 24" - 32", ABS Plastic Glides.  1 ea Laminate->Asian Sand (MPL008) Edge Banding->Eclipse (GRY11) Frame->Silver Mist (GRY02)	\$916.00	%72.00	\$256.48	1	\$256.48
46	Virco Inc #503036ADJ	5000 Series Table -30" X 36" X 1-1/8" High-Pressure Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 24" - 32", ABS Plastic Glides.  1 ea TABLE 503036ADJ-ASIAN SAND MOONSTONE EDGE SILVER MIST	\$866.00	%72.00	\$242.48	1	\$242.48



QUOTATION #8317981

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
47	Virco Inc #503060ADJC	5000 Series Table -30" X 60" X 1-1/8" High-Pressure Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 26" - 34" , With Casters  5 ea Laminate->Asian Sand (MPL008) Edge Banding-> Moonstone (GRY05) Frame->Silver Mist (GRY02)	\$1,108.00	%72.00	\$310.52	5	\$1,552.60
48	Virco Inc #502472ADJC	5000 Series Table -24" X 72" X 1-1/8" High-Pressure Laminate Particleboard-Core Surface With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 26" - 34" , With Casters  3 ea Laminate->Asian Sand (MPL008) Edge Banding-> Moonstone (GRY05) Frame->Silver Mist (GRY02)	\$1,180.00	%72.00	\$330.40	3	\$991.20
49	Wenger #038A001	Roughneck Music Stand (Color Not Selected)	\$233.33	%43.70	\$131.36	30	\$3,940.80
50	Wenger #0936121	Student Chair - 17.5" - Black/ Black  30 ea CHAIR 0936121 BLACK 17.5 STUDENT CHAIR	\$194.44	%43.70	\$109.47	30	\$3,284.10
51	Ultra Play #24_GRN6	Picnic Table - 6' Rectangular - Green Table - Portable - Recycled Material  15 ea TABLE 24_GRN6-PICNIC TABLE - 6' RECTANGULAR - GREEN TABLE - PORTABLE - RECYCLED-MATERIAL COLOR-MODEL SPECIFIC COLOR (N/A)	\$1,157.00	%20.80	\$1,397.66	15	\$20,964.90



QUOTATION #8317981<sub>17</sub>

Shipping To: GULF BEACHES ELEMENTARY SCHOOL

Tag #	Supplier/Model #	Description	List Price	Discount	Unit Price	Qty	Extension
52	Ultra Play #26_HEX_GRN	Picnic Table - 26 Series Hexagon Shape - Green Recycled Plastic  3 ea TABLE 26_HEX_GRN-PICNIC TABLE - 26 SERIES HEXAGON SHAPE - GREEN RECYCLED PLASTIC RECYCLED-PLANK COLORS-GREEN (GRN)	\$1,171.00	%20.80	\$1,414.57	3	\$4,243.71
<b>Total</b>							<b>\$477,974.40</b>

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 25-645-087

**Title:** Bulk Paper, Office, Virgin and Recycled Content

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:** 06/10/25 thru 11/03/27     N/A - One Time Purchase

**Contract Value:** \$ 745,000.00

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

**Renewal Options:**

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

**Rationale/Reason**

Utilizing State of Florida Contract # 14111500-21-STC will provide firm pricing for bulk copy paper throughout the district.

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

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

**Requested By:** Clint Herbic    **Buyer:** Hope Olda  
**Title:** Chief Operations Officer

---

Contractor Name: OPD Business Solutions, LLC  
Address: 6600 N Military Trail  
Boca Raton, FL 33496  
Phone: 407-620-5842  
Email: [lynn.madrigal@odpbusiness.com](mailto:lynn.madrigal@odpbusiness.com)  
Vendor ID: V-41069  
State of Florida Contract # 14111500-21-STC

## **ODP Business Solutions, LLC**

State Term Contract for Bulk Paper: Office, Virgin and Recycled Content.

The products offered under the Contract shall be classified under four Groups, which are listed and described as follows:

- Group 1, White, 20 lb., Multipurpose, Virgin
- Group 2, White, 20 lb., Multipurpose, 30% Recycled Content
- Group 3, Color, 20 lb., Multipurpose, 30% Recycled Content
- Group 4, White, 24 lb., Multipurpose, Virgin

All corresponding ITB documents related to this contract can be viewed with the following link:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/state\\_term\\_contract/bulk\\_paper\\_office\\_virgin\\_and\\_recycled\\_content](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contract/bulk_paper_office_virgin_and_recycled_content)

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Bid No:** 22-961-039

**Bid Title:** District Accreditation

**Original Bid No:**

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

**Agenda Item Categories:**

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

**Contract Period:** 07/01/2025 thru 06/30/2026     N/A - One Time Purchase

**Contract Value:** \$ 185,900.00

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

**Renewal Options:**

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

**\* Rationale/Reason**

This vendor is the parent organization to the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI).

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:** Countywide Schools  
**Title:** Director, Purchasing Department

**Requested By:** Leanna Isson    **Buyer:** Christine England  
**Title:** Director, Strategic Planning and Policy

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

**COGNIA, INC. (V-37683)**

<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Annual Fee</u></b>	<b><u>Extension</u></b>
2025/2026 Accreditation and Improvement Network Fee	135	\$1,100.00	\$185,900.00

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Bid No:** 24-208-154

**Bid Title:** Assessment and Advanced Reporting Core+

**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 per FS 287.055
- Direct Negotiation per 6A-1.012 (14)
- Emergency Ratification \*

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

**Contract Value:** \$ 399,835.80

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

**Renewal Options:**

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
0	6-months	1-year	

**\* Rationale/Reason**

Performance Matters is an assessment platform for District Assessments and currently serves as our data warehouse. The platform also facilitates district, school, and teacher-created assessments (quizzes, unit tests, semester exams, etc.) to be administered either on-line or paper based. Reporting features allow users to pull together attendance, discipline, student assessment, intervention and other data to inform instructional decision-making. Performance matters currently serves as the source of district assessment data for use in the Data Analytics portal.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Assessment, Accountability, and Research

**Title:** Director, Purchasing Department

**Requested By:** Renee Foran **Buyer:** Barbara Molfetta

**Title:** Executive Manager - District Assessment

**Recommended award by vendor as follows:**

**PowerSchool Group, LLC**

(See Attached )



## MAIN SERVICES AGREEMENT 2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the “**Agreement**”, as may be amended from time to time. The Quotes and SOWs, including any addenda and supplements thereto, may be individually referred to as an “**Ordering Document**” or collectively referred to as the “**Ordering Documents**”.

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“**PowerSchool**”) and Customer identified below and governs Customer’s access and use of Services. This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement (or if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the “**Effective Date**”). Each PowerSchool and Customer is individually referred to as a “**Party**” and collectively as the “**Parties**”.

### 1. DEFINITIONS.

**1.1. “Account Country”** is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer’s account, then Customer’s Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer’s Account Country is the country where the Customer billing address is located.

**1.2. “Customer”** means the school, school district, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

**1.3. “Customer Data”** means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

**1.4. “De-identified Data”** means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

**1.5. “Documentation”** means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

**1.6. “Excluded Claims”** means claims or liability arising out of: (a) a Party’s violation of the other Party’s proprietary or intellectual property rights; (b) PowerSchool’s violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data; or (c) either Party’s indemnity obligations under this Agreement.

**1.7. “Intellectual Property Rights”** means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

**1.8. “Licensed Applications”** means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

**1.9. “Licensed Site(s)”** means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

**1.10. “Personal Data”** means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

**1.11. “PowerSchool Contracting Entity”** means the entity identified in the table below, based on Customer’s Account Country.



Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Any other country that is not Canada, the United States, India, or UAE <sup>1</sup>	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

**1.12. "PowerSchool Software"** means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

**1.13. "Professional Services"** means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

**1.14. "Quote"** means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

**1.15. "Services"** means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

**1.16. "Statement of Work" or "SOW"** means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

**1.17. "Subscription Services"** means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

**1.18. "Subscription Term"** has the meaning set forth in Section 13.2 (Subscription Term).

**1.19. "Support Services"** means the maintenance and support for the Subscription Services or as purchased by Customer, as described in PowerSchool's standard support policy at [https://www.powerschool.com/Support-Policy-SLA\\_2024/](https://www.powerschool.com/Support-Policy-SLA_2024/).

**1.20. "Term"** has the meaning set forth in Section 13.1 (Agreement Term).

**1.21. "Third-Party Software"** means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

**1.22. "Trademarks"** means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

**1.23. "Transaction Data"** means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

**1.24. "User(s)"** means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

## 2. PROVISION OF SERVICES AND RESTRICTIONS.

<sup>1</sup> PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.



**2.1 Subscription Services.** If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth at [https://www.powerschool.com/Support-Policy-SLA\\_2024/](https://www.powerschool.com/Support-Policy-SLA_2024/); (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the Subscription Services.

**2.2 Professional Services.** If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy set forth at [https://www.powerschool.com/Professional-Services-Policy\\_2024/](https://www.powerschool.com/Professional-Services-Policy_2024/), which is incorporated herein by reference.

**2.3 Restrictions.** Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

**2.3.1** Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

**2.3.2** Customer will not, and will not permit Users or third parties to: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool.

**2.3.3** Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

**2.3.4** Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

**2.3.5** PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the Services upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

**2.4 Updates to Subscription Services.** During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

**2.5 Sustaining Application Planning Program (SAP).** PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is discontinued. Such credit can be applied towards the future purchase of a Service



within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

**2.6 Background Checks.** PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

### 3. CUSTOMER DATA.

**3.1 Rights in Customer Data.** As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.

**3.2 Consent to Use Customer Data.** Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

**3.3 Data Privacy and Security.** By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth at [https://www.powerschool.com/Customer-State-DPA\\_2024/](https://www.powerschool.com/Customer-State-DPA_2024/) for the Customer's applicable state ("**PowerSchool State DPA**"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("**Negotiated DPA**"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement.

**3.4 Security Training.** Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

### 4. PROPRIETARY RIGHTS

**4.1 PowerSchool Services and Software.** PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

**4.2 Transaction Data.** Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely for internal research and to develop, improve, support, and operate its products and services during and after the Term.

**4.3 De-Identified Data.** Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

**4.4 Feedback.** If Customer or any User provides PowerSchool with any suggestions, comments,



enhancement requests, or other feedback relating to the PowerSchool Services or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

**4.5 PowerSchool Trademarks.** PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

**4.6 No Use of Trademarks.** Except as set forth below, neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party).

**4.7 Marketing.** Subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of the Services ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to [champions@powerschool.com](mailto:champions@powerschool.com) with a copy to [legalnotices@powerschool.com](mailto:legalnotices@powerschool.com), and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates.

## 5. CONFIDENTIALITY.

**5.1 Confidential Information.** Each Party (as may disclose or make available Confidential Information to the other Party. "**Confidential Information**" means non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

**5.2 Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.



**5.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**5.4 Public Record Act.** Notwithstanding anything herein to the contrary, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

## 6. FEES AND PAYMENT.

**6.1 Fees.** Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any Quote or invoice will be in the currency set forth in the applicable Quote.

**6.2 Enrollment Increases.** If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.

**6.3 Payment.** Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Subject to the "Payment Disputes" section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

**6.4 Payment Disputes.** If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

**6.5 No Deductions or Setoffs.** Subject to Customer's right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

## 7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.

**7.1 Licensed Applications.** If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified at [https://www.powerschool.com/Product-Specific-Terms\\_2024/](https://www.powerschool.com/Product-Specific-Terms_2024/), which terms are incorporated herein by reference and are required by PowerSchool's licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.

**7.2 Third-Party Software.** Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Third-Party Software.

**7.3 Product-Specific Terms.** Certain Services may be subject to additional product-specific terms identified at [https://www.powerschool.com/Product-Specific-Terms\\_2024/](https://www.powerschool.com/Product-Specific-Terms_2024/), which are incorporated herein by reference.

## 8. LIMITED WARRANTY.



PowerSchool warrants that the PowerSchool Software included in the Services will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

**9. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), THE SERVICES, POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

## **10. INDEMNIFICATION.**

**10.1 PowerSchool Indemnity.** PowerSchool will defend Customer and its board members, officers, staff, employees and representatives ("**Customer Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a "**Claim Against Customer**"): (i) alleging any Service, when used as authorized under this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

**10.1.1 Mitigation.** If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; or if (i) or (ii) is not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the fees prepaid by Customer for the applicable Services.

**10.1.2 Exclusions.** The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

**10.2 Indemnification by Customer.** To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "**Claim Against PowerSchool**") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a



settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

**10.3 Procedure.** The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "Claim"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**10.4 Sole and Exclusive Remedy.** THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

## 11. LIMITATION OF LIABILITY.

**11.1 EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

**11.2 CAP ON MONETARY LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

**11.3 EXCEPTIONS.** THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

**12. INSURANCE.** Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law. PowerSchool's current certificate of insurance ("COI") is found at [https://www.powerschool.com/Certificate\\_of\\_Insurance\\_2024/](https://www.powerschool.com/Certificate_of_Insurance_2024/), which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

## 13. TERM AND TERMINATION

**13.1 Agreement Term.** This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of this Agreement (the "Term").

**13.2 Subscription Term.** The subscription term of each Subscription Service (the "Subscription Term") will be as specified in the applicable Quote. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date



of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to [nonrenewal@powerschool.com](mailto:nonrenewal@powerschool.com). Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

**13.3 Suspension.** If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (c) Customer is notified that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

**13.4 Termination for Breach.** A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**13.5 Termination for Non-Appropriation for Governmental Entities Only.** The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

**13.6 Mutual Termination.** The Parties may terminate this Agreement by mutual written agreement.

**13.7 No Other Termination Right.** Except as expressly set forth in this Agreement, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

**13.8 Effect of Termination.** In the event of any termination of all or any portion of this Agreement, Customer will not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Product-Specific and Pass-Through Terms), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

**13.9 Return or Disposal of Customer Data.** Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

## 14. GENERAL PROVISIONS

**14.1 Governing Law.** This Agreement will be governed by the laws of the country, territory, province, or



state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

**14.2 Venue.** The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

**14.3 Amendment.** This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

**14.4 Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, or tsunamis.

**14.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**14.6 No Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**14.7 Notices.** All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,  
Attn: Chief Legal Officer  
150 Parkshore Drive,  
Folsom, CA 95630  
[legalnotices@powerschool.com](mailto:legalnotices@powerschool.com)**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

**14.8 Assignment.** Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any entity or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

**14.9 No Reliance.** Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent.

**14.10 Export Compliance.** Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

**14.11 Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

**14.12 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture,



agency, fiduciary or employment relationship between the Parties.

**14.13 Entire Agreement; Order of Precedence.** This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement; and (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**14.14 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**14.15 Counterparts.** This Agreement may be executed electronically and in counterparts.

EXHIBIT A



**ADDENDUM**

This Addendum addresses amended and additional terms to be included into the Agreement (the "Agreement"). Except as set forth in this Addendum, the Agreement, including the Quote# Q-917215-1, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

**1. SECTION 5 CONFIDENTIALITY**

The following sentence is added to the beginning of Subsection 5.1 Confidential Information: "Confidentiality obligations under this Agreement are subject to Chapter 119, Florida Statutes."

**2. SECTION 6 FEES AND TAXES**

Delete the last sentence of Section 6.3 Payment and replace with the following: "Customer shall pay a monthly charge of 1.0% (12% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate."

**3. SECTION 14 GENERAL**

Delete Subsection 14.1 Governing Law, in its entirety, and replace with the following: "14.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act."

DocuSigned by  
**POWERSCHOOL GROUP LLC**  
Signature:   
8A72F4394824415  
Shane Harrison  
Printed Name: \_\_\_\_\_  
Title: SVP Finance  
Date: 11/5/2024

**Pinellas County School District**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved As To Form:  
  
School Board Attorneys Office



PowerSchool Group LLC  
 150 Parkshore Dr.  
 Folsom CA 95630

Quote #: Q-156365-2

Prepared By: Michelle Mullins  
 Customer Name: Pinellas County School District

Customer Contact: Renee Foran  
 Title: Student Assessment  
 Address: PO Box 2942  
 City: Largo  
 State/Province: Florida  
 Zip Code: 33779-2942  
 Phone #: (727)588-6330  
 Pricing Vehicle Contract #:

Contract Term: 59 Months  
 Start Date: July 1, 2025  
 End Date: June 30, 2030  
 Payment Terms: Net 45  
 Pricing Vehicle:

**Contract Term : July 1, 2025 to June 30, 2030**

**Quote Summary**

License and Subscription Period(s)	Software	Total
Subscription Period 1: July 1, 2025 to June 30, 2026	USD 399,835.8	USD 399,835.8
Subscription Period 2: July 1, 2026 to June 30, 2027	USD 399,835.8	USD 399,835.8
Subscription Period 3: July 1, 2027 to June 30, 2028	USD 399,835.8	USD 399,835.8
Subscription Period 4: July 1, 2028 to June 30, 2029	USD 399,835.8	USD 399,835.8
Subscription Period 5: July 1, 2029 to June 30, 2030	USD 399,835.8	USD 399,835.8
<b>Total Contract : July 1, 2025 to June 30, 2030</b>	<b>USD 1,999,179</b>	<b>USD 1,999,179</b>

**Subscription Period 1 License and Subscription Fees**

Product Description	Quantity	Unit	Price
PowerSchool PM Assessment and Advanced Reporting Core+	87,876.00	Students	USD 399,835.80
<b>Subscription Period 1 License and Subscription Fees TOTAL:</b>			<b>USD 399,835.80</b>

**Subscription Period 2 License and Subscription Fees**

Product Description	Quantity	Unit	Price
PowerSchool PM Assessment and Advanced Reporting Core+	87,876.00	Students	USD 399,835.80
<b>Subscription Period 2 License and Subscription Fees TOTAL:</b>			<b>USD 399,835.80</b>

**Subscription Period 3 License and Subscription Fees**

<b>Product Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>
PowerSchool PM Assessment and Advanced Reporting Core+	87,876.00	Students	USD 399,835.80
<b>Subscription Period 3 License and Subscription Fees TOTAL:</b>			<b>USD 399,835.80</b>

**Subscription Period 4 License and Subscription Fees**

<b>Product Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>
PowerSchool PM Assessment and Advanced Reporting Core+	87,876.00	Students	USD 399,835.80
<b>Subscription Period 4 License and Subscription Fees TOTAL:</b>			<b>USD 399,835.80</b>

**Subscription Period 5 License and Subscription Fees**

<b>Product Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>
PowerSchool PM Assessment and Advanced Reporting Core+	87,876.00	Students	USD 399,835.80
<b>Subscription Period 5 License and Subscription Fees TOTAL:</b>			<b>USD 399,835.80</b>

Subscription Start and End Dates shall be as set forth above. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at [www.powerschool.com/MSA\\_Mar2024/](http://www.powerschool.com/MSA_Mar2024/) as amended by Exhibit A attached hereto and incorporated herein.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Pinellas County School District

Signature:

Signature:



Printed Name: Jon Scrimshaw

Printed Name:

Title: Chief Accounting Officer

Title:

Date: 22-APR-2025

Date:

PO Number: \_\_\_\_\_

Approved As To Form:

  
\_\_\_\_\_  
School Board Attorneys Office

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 23-968-160

**Title:** Painting Services Exterior and Interior

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:** 06/13/25 thru 06/12/26                       N/A - One Time Purchase

**Contract Value:** \$ 12,000,000.00

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

**Renewal Options:**

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

**Rationale/Reason:**

This contract secures firm pricing for exterior and interior painting services based on life cycle throughout the district.

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

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

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

<b>Contractors:</b>		<b>C &amp; C Painting Contractors</b>	<b>Royal Construction and Real Estate</b>	<b>Golden Brush, Inc.</b>	<b>Specialized Property Services, Inc.</b>
<b>2.36GROUP A- EXTERIOR INCLUDES STANDARD PREP , 4- COAT SYSTEM PRICE PER UOM Examples include but not limited to concrete block, stucco, pre- formed, non-finished concrete and poured in place concrete, split/ground faced block and brick, wood &amp; PVC siding, T1-11, texture decking . *</b>	UOM	Price Each	Price Each	Price Each	Price Each
<b>Painting, 0 to 5,000 square feet</b>	SQ FT	\$ 2.75	\$ 2.15	\$2.50	\$2.36
<b>Painting, 5,001 to 10,000 square feet</b>	SQ FT	\$ 2.75	\$ 2.15	\$2.50	\$2.48
<b>Painting, 10,001 square feet and over</b>	SQ FT	\$ 2.75	\$ 2.71	\$2.50	\$2.60
<b>GROUP B-EXTERIOR Examples include but not limited to galvanized metals, ferrous metals non- ferrous metals, all doors, all frames, all posts and supports, pipes, goal post, basketball posts, handrails, stairs painted flag poles. Includes standard prep SSPC 1- 3, rust inhibitor, primer and up to 2 coats paint per UOM. *</b>	UOM	Price Each	Price Each	Price Each	Price Each
<b>Painting, 0 to 5,000 square feet</b>	SQ FT	\$ 2.00	\$ 2.66	\$2.50	\$3.77
<b>Painting, 5,001 to 10,000 square feet</b>	SQ FT	\$ 2.00	\$ 2.15	\$2.50	\$3.77
<b>Painting, 10,001 square feet and over</b>	SQ FT	\$ 2.00	\$ 2.15	\$2.50	\$3.77
<b>Abrasive blasting steel structures 5,000 - 10,000 feet per specifications.</b>	SQ FT	\$ 13.00	\$ 9.11	\$11.50	\$11.75

<b>Group C - Exterior Pressure washing and repairs</b>	<b>UOM</b>				
Pressure washing of Metal roofs, roofing tiles, walkway ceilings, any level per specification	SQ FT	\$ .25	\$ 0.77	\$.25	\$.19
Stucco, concrete repairs,	SQ FT	\$ .25	\$ 9.21	\$15.00	\$25.00
<b>GROUP D -INTERIOR ANY FLOOR LEVEL Examples include but not limited to gypsum wallboard, plaster veneer, gypsum plaster, lime plaster, cement plaster, wall- paper. Includes standard prep, primer and up to 2 coats paint per. *</b>	<b>UOM</b>	<b>Price Each</b>	<b>Price Each</b>	<b>Price Each</b>	<b>Price Each</b>
Painting, 0 to 5,000 square feet	SQ FT	\$ 1.00	\$ 1.54	\$1.75	\$1.55
Painting, 5,001 to 10,000 square feet	SQ FT	\$ 1.00	\$ 1.54	\$1.75	\$1.55
Painting, 10,001 square feet and over	SQ FT	\$ 1.00	\$ 2.15	\$1.75	\$1.55
<b>Rental Equipment Cost plus (10%) ten percent maximum allowed for the following man or scissor lifts, arial lifts, scaffolding.</b>	<b>%</b>	<b>7%</b>	<b>10%</b>	<b>10%</b>	<b>10%</b>

NOTE: Material markup must be without any taxes.  
Example: Vendor cannot add taxes then take that total and apply their markup. PCSB will not pay invoices with a markup applied on taxes.

**ALL material will be included in bid price.** Minor consumables and tools of the trade shall be included in rates bid. Vendor shall be responsible for minor consumable items such as rags, tape, ties, fuel, trash bags, cleaning chemicals, hand tools (all sizes and types), all brushes, rollers, buckets, pails, poles, extension poles etc. PCSB shall not provide separate payment for these items. Cost for these items must be included in above. All bid pricing will be the basis for each unit of measure quoted on each project.

All applications shall include the sufficient number of coats to provide full opacity, but in no event, shall the dry film thickness (DFT) be less than specified. If additional coats are needed to provide full opacity, this shall be performed at no additional cost to the Owner.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Contract No:** 25-205-086

**Title:** Lexia Literacy Student Subscription  
Renewal

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:** 6/1/2025 thru 5/31/2026     N/A - One Time Purchase

**Contract Value:** \$ 205,250.00

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

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

**Rationale/Reason:** Lexia is used to provide foundational reading curriculum to our high school students who have not yet met their assessment graduation requirements.

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

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

**Requested By:** Britt Moseley    **Buyer:** Christina DiLeonardo-Rowan  
**Title:** HS ELA & Reading Specialist

Contractor Name: Lexia Learning Systems LLC  
Address: 300 Baker Ave.  
Suite 202  
Concord, MA 01742  
Phone: 833-814-2149  
Email: paula.frappollo@lexialearning.com  
Vendor ID: V-39405

**ATTACHMENT A**



Lexia Learning Systems LLC 300  
 Baker Avenue, Suite 202  
 Concord, MA 01742 USA  
 Phone: (978) 405-6200  
 Fax: (978) 287-0062

Quote #: Q-633386-3  
 Created Date: 5/5/2025

Prepared By: Paula Frappollo  
 Email: paula.frappollo@lexialearning.com

Quote To:  
 Britt Moseley  
 School Board of Pinellas County  
 301 4th Street SW  
 Largo, FL 33770 US

Bill To:  
 Britt Moseley  
 School Board of Pinellas County PO  
 Box 2942  
 ATTN: Accounts Payable Department Largo, FL  
 33779 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
6/1/2025	5/31/2026	450	Lexia PowerUp Literacy Student Subscription Renewal	\$41.00	\$18,450.00
6/1/2025	5/31/2026	1	Lexia PowerUp Literacy District Success Partnership - Silver	\$8,300.00	\$8,300.00
6/1/2025	5/31/2026	15	Lexia PowerUp Literacy Unlimited License with School Success Partnership - includes 1 Day of on-site Professional Learning Renewal	\$11,900.00	\$178,500.00

Total Price \$205,250.00  
 Est. Tax \$0.00  
 Total Due \$205,250.00

*If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.*

Fax or email Purchase Orders with quote number Q-633386-3 to the following:  
 Attn: Paula Frappollo  
 Email: paula.frappollo@lexialearning.com  
 Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide

documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

#### TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

#### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to [lexia\\_orders@lexialearning.com](mailto:lexia_orders@lexialearning.com). To pay with credit card, please send your contact information and quote number to [lexia\\_orders@lexialearning.com](mailto:lexia_orders@lexialearning.com)

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED. ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 10<sup>th</sup> day of June, 2025, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board" or "Board") and LEXIA LERNING SYSTEMS LLC (hereinafter "Contractor").

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

1. Term of Project: The project period will begin June 1, 2025, and end May 31, 2026. The parties reserve the right to extend this Agreement for a specified period of time by written amendment.
2. Scope of Work: The scope of work is described in Lexia Quote #Q-633386-3, incorporated and made fully part of this Agreement as Attachment A. To the extent that the terms of Attachment A conflict with the terms of this main Agreement, the terms of this main Agreement shall control.
3. Compensation (*must be greater than \$50,000.00*): The School Board agrees to pay the Contractor \$205,250 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Pinellas County Referendum. The following terms shall govern payments:
  - a) Contractor will invoice the total fees for all services in Attachment A upon receipt of the Customer's P.O. confirmation, payable net thirty (30) days from invoice date.
  - b) Intentionally Omitted.
  - c) Intentionally Omitted.
  - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
  - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
  - f) The School Board will issue payment within 30 days of receiving an invoice.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any

employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

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

7. Termination:

A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.

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

C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor. For clarity, all subscription services are fully delivered and performed upon license availability, and, unless otherwise required by law or termination for Contractor default, subscription fees are not subject to pro-rata or other refund or credit.

8. Intellectual Properties: The School Board acknowledges and agrees that the Contractor Services to be provided hereunder are existing, commercially available, off-the-shelf SaaS-based and provider-hosted educational subscriptions with any ancillary associated training, materials or other services, all of which are offered and provisioned by Contractor to all of its state, district and school educational customers nation-wide under its standard limited license terms (License Terms) in a multi-tenant, shared database architecture, where individualized customer- dedicated or customized infrastructure or processing is not part of the Services offering. The License Terms govern Contractor's provision of its Services to all of its education entity customers, including the School Board, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any Services, and/or derivatives thereof, are expressly reserved to and remain the property of Contractor and/or its licensors, as set forth in the License Terms, and all rights relating to the Services and/or materials not expressly granted by Contractor in the License Terms are reserved. Elements of the Contractor Services constitute software and documentation made available and provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. Notwithstanding anything to the contrary, the parties do not anticipate or intend the creation by Contractor of any "customized" or newly created intellectual property or "Works Made for Hire" or "Work Product" to be owned exclusively by the School Board ("Work Product"), and nothing will be deemed a Work Product hereunder unless the development of such Work Product was individually and expressly identified as a Work Product Deliverable to be owned exclusively by the School Board in the applicable Contractor quote signed by a VP or above level representative of Contractor, on an individual case basis, prior to creation.

9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
  
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement. This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. **Confidentiality:** Contractor agrees that, subject to the requirements of Chapter 119, Florida Statutes, any data collected in the evaluation of instructional personnel and the resulting analysis of that data will be kept confidential and all electronic analysis of data will be performed on secure, password protected computers. Contractor shall, subject to the requirements of Chapter 119, Florida Statutes, maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without prior consent of the Board, disclose any findings or analysis derived from non-public information to anyone not a party to this Agreement. Upon termination of the Agreement, Contractor shall, at the election of the Board, either destroy or return to the Board all such information in its possession, if any, and confirm the same in writing to the Board, all of which shall be accomplished within thirty (30) days of the termination of this Agreement.

Pursuant to the terms of this Agreement, Contractor may be receiving from the Board personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. The parties agree that Contractor is a school official for purposes of the federal Family Educational Rights & Privacy Act (FERPA), and that Contractor will abide by FERPA, COPPA, and all other federal and state student privacy laws and regulations. Contractor acknowledges and agrees that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not redisclose the information to any party without the prior written consent of the Board. Contractor shall not allow anyone other than Contractor personnel and subcontractors necessary to provision and support Contractor services to all Contractor school district customers, that are under contractual obligations of confidentiality with Contractor, and for whose actions Contractor shall remain fully liable to the School Board hereunder, to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the Board in writing. Upon termination of the Agreement, Contractor shall erase, destroy, or render unreadable all PCS data in its entirety in a manner that prohibits its physical reconstruction through the use of commonly available file restoration utilities and certify that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of the request of an agent of PCS, whichever shall come first.

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

The Contractor agrees that any and all Board data will be stored, processed, and maintained solely on designated servers and that no Board data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recover processes. All servers,

storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a Board officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by Board for any general or specific case. The Contractor agrees to store all Board backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

The Contractor shall employ industry best practices, both technically and procedurally, to protect Board data from unauthorized physical and electronic access in accordance with §501.171, Florida Statutes. Methods employed are subject to annual review and approved by Board. The Contractor agrees to:

- Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the laws; and
- Safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

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

12. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
13. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

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

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

Contractor Contact: Nick Gaehde, President President (or CEO or other title)

Board Project Contact: Britt Moseley, (High School Language Arts Specialist)  
P.O. Box 2942  
Largo, FL 33779-2942

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kevin K. Hendrick, Superintendent

Witness:

*Sarah Boulineau*

\_\_\_\_\_  
Sarah Boulineau, Contracts Specialist

LEXIA LEARNING SYSTEMS LLC

Signed by:

By:   
\_\_\_\_\_  
4C1C4333FB5D4AE...  
Nick Gaehde, President

Date: 5/12/2025  
\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_

Office of School Board Attorney

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 23-968-029

**Title:** Plumbing Services

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

**Agenda Item Categories:**

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

**Contract Period:** 9/27/24 thru 9/26/25

N/A - One Time Purchase

**Contract Value:** \$ 975,000.00

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

**Renewal Options:**

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

**Rationale/Reason:**

This bid was Board approved on September 24,2024 for 800,000.00. This request to increase the Plumbing Service Contract be an additional 175,000.00 is for the plumbing repairs needed due to storm damages.

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

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

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

Awarded Vendors as follows: (see attached)

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

<i>Contractor:</i>	<i>Alter Plumbing</i>	<i>Ackerman Plumbing</i>	<i>C. Lacey Plumbing</i>
<i>Plumbing Services</i>	<i>Hourly Rates</i>	<i>Hourly Rates</i>	<i>Hourly Rates</i>
<b>Standard hourly rate</b>	\$125.00	\$102.06	\$160.00
<b>Standard helper hourly rate</b>	\$75.00	\$75.04	\$90.00
<b>Standard laborer hourly rate</b>	\$25.00	\$40.25	\$90.00
<b>Overtime hourly rate</b>	\$156.25	\$129.66	\$240.00
<b>Overtime helper hourly rate</b>	\$93.75	\$94.30	\$135.00
<b>Overtime laborer hourly rate</b>	\$31.25	\$54.62	\$135.00
<b>Emergency hourly rate</b>	\$250.00	\$129.66	\$280.00
<b>Emergency helper hourly rate</b>	\$150.00	\$94.30	\$157.50
<b>Emergency laborer hourly rate</b>	\$50.00	\$54.62	\$157.50
<b>Percentage over cost for materials</b>	15%	15%	15%

	<i>Alter Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$2295.00
Sewer Line Camera	2	\$350.00
Excavator	1	\$750.00
	<i>Ackerman Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$275.00
Sewer Line Camera	3	\$225.00
Excavator	9	\$325.00
	<i>C Lacey Plumbing</i>	
<i>Equipment</i>	<i>Own (qty)</i>	<i>Rental (\$) each</i>
Water Jetter	1	\$500.00
Sewer Line Camera	2	\$400.00
Excavator	0	\$900.00

- Standard hours 8a-5p
- Overtime outside of normal operation hours
- Emergency hours, emergency calls from the coordinator
- PCSB does not cover travel time

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 25-CR-046

**Title:** Expansion Joint Repair

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

**Agenda Item Categories:**

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

**Contract Period:** N/A

N/A - One Time Purchase

**Contract Value:** \$ 730,701.00

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

**Renewal Options:**

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

***Rationale/Reason***

The limited mobility of buildings six and nine at the adjoining covered walkway for this location is exhibiting damage due to restrictive building movement. This work is required to repair the adjoining walkway and improve safety measures.

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

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

**SPECIALIZED PROPERTY SERVICES, INC.**

The awarded contractor shall furnish all labor, material, equipment for the work indicated on drawings and specifications provided by Long and Associates, Architect and Engineers, Inc.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

**School Board Meeting of: June 10, 2025**

**Contract No:** 25-CR-050

**Title:** Chiller Replacement

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

**Agenda Item Categories:**

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

**Contract Period:** N/A

N/A - One Time Purchase

**Contract Value:** \$ 1,091,800.00

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

**Renewal Options:**

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

**Rationale/Reason**

This chiller replacement is necessary as the existing chiller and cooling towers are old and past their useful life cycle.

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

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

**AIR MECHANICAL SERVICE CORPORATION**

The awarded contractor shall furnish all labor, material, equipment for the work indicated on drawings and specifications provided by BCER Engineering, Inc.

**PURCHASING AGENDA ITEM**

School Board of Pinellas County, Florida

School Board Meeting of: **June 10, 2025**

**Contract No:** 25-070-088

**Title:** 2025 Ford Transit T-350 Van: 10 Passenger

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

**Agenda Item Categories:**

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

**Contract Period:**

N/A - One Time Purchase

**Contract Value:** \$ 2,615,214.00

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

**Renewal Options:**

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

**Rationale/Reason**

Utilizing Sourcewell Contract RFP #091521 for Alan Jay Fleet to purchase forty-two (42) 10-passenger transit vans, thirty-two (32) for Athletic Programs and ten (10) for the Transportation Department. A purchase order was issued in advance of school board approval by authority of School Board Policy 6320.

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

**Submitted By:** Joe Benjamin, NIGP-CPP, CPPO, CPPB **For:** Athletic Programs & Transportation

**Title:** Director, Purchasing Department

**Requested By:** Marc Allison / T.Mark Hagewood **Buyer:** Angelo Molfetta, NIGP-PPA

**Title:** Director, PreK-12 Physical Education, Health and Driver's Education / Director of Transportation  
Purchasing Analyst

Contractor Name: Alan Jay Fleet Sales  
Contact: Ashlee Wilson  
Phone: 863-402-4234  
Email: ashlee.wilson@alanjay.com



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	62864-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
4/9/2025

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
4/9/2025

REQUESTING AGENCY	PINELLAS COUNTY SCHOOLS		
CONTACT PERSON	ANGELO MOLFETTA	EMAIL	<a href="mailto:MOLFETTAA@pcsb.org">MOLFETTAA@pcsb.org</a>
PHONE	727-588-6232	MOBILE	FAX

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

[www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	X2Y 301A	MSRP	\$57,840.00
2025D FORD TRANSIT T-350 WAGON LOW ROOF RWD 148" WB XL - (12-PASS BASE)			

CUSTOMER ID \_\_\_\_\_ CONTRACT PRICE \$54,587.00

BED LENGTH

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
CK	Dark Palazzo Gray, Cloth Front Bucket Seats	\$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
21L	OPTIONS Dark Palazzo Gray Cloth Bucket Seats	\$0.00
301A	Order Code 301A	\$0.00
310	Ship-Thru: Driverge Vehicle Innovations LLC	\$0.00
43B	Back Up Alarm	\$180.00
43R	Reverse Sensing System	\$290.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	\$60.00
68H	Passenger Running Board	\$305.00
86F	2 Additional Keys (4 Total)	\$70.00
92E	Privacy Glass	\$495.00
D9K	Built: Kansas City Plant	\$0.00
X73	3.73 Axle Ratio	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
MW 10 PASS	Package 12 to 10 Passenger on 148" WB Medium Roof Wagon Re-arrange Rear OEM Seating, Disable Seat Mounting Locations, Cover Floor Pockets with Non-Slip Surface. ** Re-Classify OEM Vehicle from Bus to MPV IMPORTANT NOTES: ** Can only be built on an Untitled Vehicle ** This build can only be built on a Ford Transit Wagon WITH SEATS!		\$7,280.00
OGD	OPTION GROUP DISCOUNT - BULK ORDER		(\$1,000.00)
<b>CONTRACT OPTIONS</b>			<b>\$6,280.00</b>

TRADE IN

TOTAL COST

\$62,267.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

32

\$1,992,544.00

Estimated Annual payments for 60 months paid in advance: \$14,316.47 Extended: \$458,127.05  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

[Ashlee.Wilson@AlanJay.com](mailto:Ashlee.Wilson@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	63525-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
5/19/2025

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
5/19/2025

REQUESTING AGENCY	PINELLAS COUNTY SCHOOLS		
CONTACT PERSON	ANGELO MOLFETTA	EMAIL	<a href="mailto:MOLFETTAA@pcsb.org">MOLFETTAA@pcsb.org</a>
PHONE	727-588-6232	MOBILE	FAX

**SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF** [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

MODEL	X2Y 301A	MSRP	\$57,840.00
2025D FORD TRANSIT T-350 WAGON LOW ROOF RWD 148" WB XL - (12-PASS BASE)			

**CUSTOMER ID 62850** **CONTRACT PRICE \$54,587.00**

**BED LENGTH**

*\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
CK	Dark Palazzo Gray, Cloth Front Bucket Seats	\$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
21L	OPTIONS Dark Palazzo Gray Cloth Bucket Seats	\$0.00
301A	Order Code 301A	\$0.00
310	Ship-Thru: Driverge Vehicle Innovations LLC	\$0.00
43B	Back Up Alarm	\$180.00
43R	Reverse Sensing System	\$290.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	\$60.00
68H	Passenger Running Board	\$305.00
86F	2 Additional Keys (4 Total)	\$70.00
92E	Privacy Glass	\$495.00
D9K	Built: Kansas City Plant	\$0.00
X73	3.73 Axle Ratio	\$0.00

**FACTORY OPTIONS \$1,400.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
MW 10 PASS	Package 12 to 10 Passenger on 148" WB Medium Roof Wagon Re-arrange Rear OEM Seating, Disable Seat Mounting Locations, Cover Floor Pockets with Non-Slip Surface. ** Re-Classify OEM Vehicle from Bus to MPV IMPORTANT NOTES: ** Can only be built on an Untitled Vehicle ** This build can only be built on a Ford Transit Wagon WITH SEATS!	\$7,280.00
OGD	OPTION GROUP DISCOUNT - BULK ORDER	(\$1,000.00)

**CONTRACT OPTIONS \$6,280.00**

TRADE IN

TOTAL COST

\$62,267.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

10

\$622,670.00

Estimated Annual payments for 60 months paid in advance: \$14,316.47 Extended: \$143,164.70  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

[Ashlee.Wilson@AlanJay.com](mailto:Ashlee.Wilson@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.