



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/ 794-2221 Fax: 813/ 794-2111  
727/ 774-2221 TDD: 813/ 794-2484  
352/ 524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

April 5, 2011

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPO, CPPB, Purchasing Agent 

**RE:** Renaissance Learning, Inc.  
Purchase Order #10008128-10008131

The purchase orders to Renaissance Learning, Inc. have reached the threshold that requires Board approval. Therefore, I am attaching the current purchase orders referenced above for the Board's review and approval.

Under the Department of Education Rule 6A-1.012(11)(b), the requesting of bids from three (3) or more sources is waived for the purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, printed instructional materials, computer software, etc., where such items are purchased directly from the manufacturer, producer, publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution. Considering Renaissance Learning, Inc., holds the copyrights (see attached), it is my recommendation that the Board approve the attached purchase orders to Renaissance Learning, Inc. for \$15,127.16.

Should you have any questions regarding this request, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/amj

Attachments

Date/Time: March 30, 2011 08:12:00

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
PURCHASING DEPARTMENT  
20430 GATOR LANE LAND O' LAKES, FL 34638  
PHONE: 813.794.2221 FAX: 813.794.2111**

**PURCHASE ORDER NUMBER**  
10008128

**INVOICE IN TRIPLICATE**  
INCLUDING THIS PURCHASE ORDER NUMBER TO:  
District School Board of Pasco County  
Accounts Payable  
7227 Land O Lakes Blvd  
Land O Lakes FL 34638  
Telephone 813/794-2290

**A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.**

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

**VENDOR**  
RENAISSANCE LEARNING INC  
PO BOX 8036  
ATTN: BID DEPARTMENT  
WISCONSIN RAPIDS WI 54495-8036

**SHIP TO F.O.B. DESTINATION**  
Fox Hollow Elementary School  
8309 Fox Hollow Drive  
Port Richey FL 34668

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
03/21/11	E. TURNER/TECH SPECIALIST	20843	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	AR ENTERPRISE REAL TIME SUBSCRIPTION RENEWAL 6/1/11-5/31.12 QOTE #677593 INCLUDES HOSTING PRICE \$399.00-TOTAL \$2,949.00		1	EACH	2,949.0000	2,949.00
	* * * ITEM TOTAL * * *					2,949.00
	* * * TERMS & CONDITIONS * * *					
	The District School Board of Pasco County will be closed for spring break March 14 - March 18, 2011. The District will resume normal business hours at 8:00 am on Monday, March 21, 2011.					
	SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009 rule reference number changed to 6A-1.012(11) (b)					
	AS PER ATTACHED					
	*PASCO SCHOOL BOARD USE ONLY*					
	421.0351.3131.0360.5100.0000					2,949.00
	* * ACCT TOTAL * *					2,949.00
	REQ NBR: 0351 10186 VNDR NBR: V0000043355					

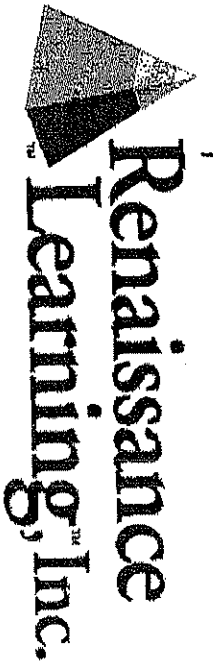
INFORMATION ON REVERSE

1 - VENDOR COPY

*Kendra Brodman*  
PURCHASING AGENT/S/

RECEIVED  
2/27/11

70351  
KJG  
10/86



PO Box 8036, Wfs. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal ID: 39-1559474

Quote #: 677593 Created: 02/15/2011 Incident #: 9220769

Fox Hollow Elementary School - 72514

8309 Fox Hollow Dr  
Port Richey, FL 34688-4211

Contact: Carol White - (727) 774-7680

Email: cowwhite@pasco.k12.fl.us

Quote Totals by Product

	Reading		Hosting		Totals
	Accelerated Reader	Reader	Hosting	Hosting	
Fox Hollow Elementary School - 72514	\$2,550.00		\$399.00		\$2,949.00
Quote Totals	\$2,550.00		\$399.00		\$2,949.00

ATTACHMENT "A"  
INCORPORATED HEREIN

*Kendra Goodman*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date 3/2/11

Quote #:	677593	Quote Total:	\$2,949.00
----------	--------	--------------	------------

This quote contains subscription-based software.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Lori Greenwood at (866)846-0768 or Denise Lieberman at (866)391-5328. Thank You.

Authorized signature: *[Signature]* PO# \_\_\_\_\_

Date: 3/2/11

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

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax). Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

ATTACHMENT "A" *[Signature]*  
INCORPORATED HEREIN

*[Signature]*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date 3/2/11

Subscription Student Summary

		Student Qty	Alignment	Subscription	Totals
Accelerated Reader	Enterprise Real Time	600		\$2,550.00	\$2,550.00
Start Date: 6/1/2011	Fox Hollow Elementary School - 72514				
Renewal Date: 6/1/2012	Enterprise Real Time Subtotal	600		\$2,550.00	\$2,550.00
Subscription Totals (Included in Quote Totals Section Above)		600		\$2,550.00	\$2,550.00

ATTACHMENT "A"  
INCORPORATED HEREIN

*Kendra Goodman*  
 Signature  
 Kendra Goodman, Purchasing Agent  
 District School Board of Pasco County  
 Date 3/21/11

Quote 677593

Fox Hollow  
Elementary School  
8309 Fox Hollow Dr  
Port Richey, FL  
34668-4211

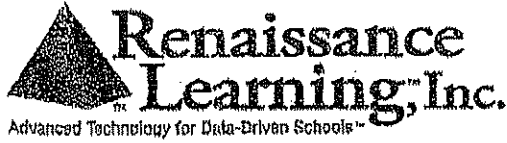
Fox Hollow Elementary School - 72514

Description	Qty	Extended Price
AR Enterprise Real Time Subscription Renewal <small>Includes access for up to 600 students</small>		\$2,550.00
Annual All Product RP Hosting Fee Renewal	1	\$399.00
<b>Fox Hollow Elementary School Subtotal:</b>		<b>\$2,949.00</b>

Quote Subtotal: \$2,949.00  
 Shipping & Processing: \$0.00  
 Grand Total: \$2,949.00

ATTACHMENT "A"  
INCORPORATED HEREIN

*Brenda Goodhue*  
 Signature  
 Kendra Goodman, Purchasing Agent  
 District School Board of Pasco County  
 Date 3/1/11



P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036  
Phone: (715) 424-3636  
Fax: (715) 424-4242  
www.renlearn.com

**Renaissance Learning Return Policy**  
*Addendum to 'Attachment A'*

**Returns/Exchanges:** All unopened, undamaged merchandise may be returned at no charge during the first 30 days after invoice date for full refund; Exchanged at no charge during the first 60 days after invoice date; Returned between 31-60 days after invoice date for refund, less a \$25.00 restocking fee. Returns and exchanges will be charged actual shipping plus handling, please call 800-338-4204 for details. We no longer accept returns or exchanges more than 60 days after the invoice date.

ATTACHMENT "A"  
INCORPORATED HEREIN

Cost Center \_\_\_\_\_ Date 3/11/11  
Asia Miller

Kendra Goodman  
Signature \_\_\_\_\_ Date 3/21/11  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

Shelley Tesnow  
Authorized Signature \_\_\_\_\_ Date 3/10/2011

Shelley Tesnow, Submissions Services Manager  
Type Name and Title

Attachment A Renaissance Learning, Inc.

- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should RENAISSANCE LEARNING, INC. cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board.  
  
In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.
- B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
- C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) RENAISSANCE LEARNING, INC. must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.

Disclosing confidential information:

The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.

RENAISSANCE LEARNING, INC shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. RENAISSANCE LEARNING, INC shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

Shelley Tesnow 3/8/2011  
RENAISSANCE LEARNING, INC. Date  
Shelley Tesnow

Kendra Goodman  
Kendra Goodman Date  
Purchasing Agent, CFFO, CFPB  
District School Board of Pasco County 3/21/11

Christ Miller  
Christ Miller Signature Date



af

## Renaissance Learning Trademarks

The following product names and designs are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States and other countries:

2Know!

Accelerated Math

Accelerated Math Best Practices

Accelerated Products design



Accelerated Reader

Accelerated Vocabulary

Accelerated Writer

AccelScan

AccelTest

Advanced Technology for Essential Practice

AlphaQuiz

AlphaWord

AM Best Practices

AR

AR Best Practices

AR BookFinder

AR BookGuide

AR Enterprise

ATOS

Beamer

English in a Flash

Fluent Reader

inFormative

Math Facts in a Flash

NEO

NEO 1

NEO 2

NEO Best Practices

NEO 2 Best Practices

NEO Direct

NEO Manager

NEO Text2Speech

Power Lessons

Quiz Designer

Quiz Manager

Read Now

Read On!

Renaissance

Renaissance Best Practices

Renaissance Classroom Response System

Renaissance Home Connect

Renaissance Learning

Renaissance Learning Best Practices

Renaissance Learning design



Renaissance Place

Renaissance Receiver

Renaissance Responder

Renaissance Learning Training Center

SmartOption

STAR Early Literacy

STAR Math

STAR Products logo



STAR Reading

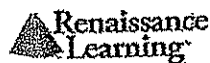
Successful Math

Successful Reader

The Better Laptop for Schools

TestCheck

Write On!



**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
PURCHASING DEPARTMENT  
20430 GATOR LANE LAND O' LAKES, FL 34638  
PHONE: 813.794.2221 FAX: 813.794.2111**

**PURCHASE ORDER NUMBER** PAGE 1 OF 1  
10008129

**INVOICE IN TRIPLICATE**  
INCLUDING THIS PURCHASE ORDER NUMBER TO:  
District School Board of Pasco County  
Accounts Payable  
7227 Land O Lakes Blvd  
Land O Lakes FL 34638  
Telephone 813/794-2290

**A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.**  
Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

**VENDOR**  
RENAISSANCE LEARNING INC  
PO BOX 8036  
ATTN: BID DEPARTMENT  
WISCONSIN RAPIDS WI 54495-8036

**SHIP TO F.O.B. DESTINATION**  
Mary Giella Elementary School  
14710 Shady Hills Road  
Spring Hill FL 34610

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
03/21/11	DAN PALACIOS/MEDIA TECH	20843	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	AR ENTERPRISE REAL TIME SUBSCRIPTION RENEWAL 6/1/2011 THRU 6/1/2012		1	EACH	2,975.0000	2,975.00
002	ANNUAL ALL PRODUCT HOSTING FEE RENEWAL		1	EACH	399.0000	399.00
	* * * ITEM TOTAL * * *					3,374.00
	* * * TERMS & CONDITIONS * * *					
	SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009 rule reference number changed to 6A-1.012(11) (b)					
	*PASCO SCHOOL BOARD USE ONLY*					
	421.0451.3131.0360.5100.0000					3,374.00
	* * ACCT TOTAL * *					3,374.00
	REQ NBR: 0451 10185 VNDR NBR: V0000043355					

INFORMATION ON REVERSE  
1 - VENDOR COPY

*Kendra Brodman*  
PURCHASING AGENT/S/

RECEIVED  
3/5/11

# Renaissance Learning, Inc.

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone: (800) 338-4204 Fax: (877) 280-7642 Federal I.D. 39-1559474

Quote #: 681309 Created: 02/28/2011 Incident #: 9252349

Mary Giella Elementary School - 72265  
14710 Shady Hills Rd  
Spring Hill, FL 34610-8075  
Contact: Dan Palacios - (813) 794-5800  
Email: dpalacios@pasco.k12.fl.us

### Quote Totals by Product

	Reading		Housing		Totals
	Accelerated Reader		Housing		
Mary Giella Elementary School - 72265	\$2,975.00		\$399.00		\$3,374.00
<b>Quote Totals</b>	\$2,975.00		\$399.00		\$3,374.00

20843

68101

G4

*Kendra Goodman*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date 3/24/11

ATTACHMENT A  
INCORPORATED HEREIN

*Kadga*

Quote #:	681309	Quote Total:	\$3,374.00
----------	--------	--------------	------------

This quote contains subscription-based software.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Lori Greenwood at (866)846-0760 or Denise Lieberman at (866)391-5378. Thank you.

Authorized signature: *Kendra Goodman* printed signature: Kendra Goodman Date: 3/24/11

Title: Purchasing Agent PO# \_\_\_\_\_

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

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and current tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax.) Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

*Kendra Goodman*  
 Signature  
 Kendra Goodman, Purchasing Agent  
 District School Board of Pasco County  
 Date 3/24/11

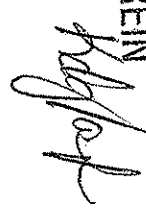
ATTACHMENT "A"  
 INCORPORATED HEREIN

*Kathy Jay*

**Subscription Student Summary**

Accelerated Reader Start Date: 6/1/2011 Renewal Date: 6/1/2012	Enterprise Real Time	Mary Giella Elementary School - 72288	Student Qty	Alignment	Subscription	Totals
	Enterprise Real Time Subtotal		700	-	\$2,975.00	\$2,975.00
	Accelerated Reader Subtotal		700	-	\$2,975.00	\$2,975.00
<b>Subscription Totals (Included in Quota Totals section above)</b>					<b>700</b>	<b>\$2,975.00</b>

ATTACHMENT "A"  
INCORPORATED HEREIN



*Kendra Goodman*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date 3/24/11

Quote 681309

Mary Giella  
Elementary School  
14710 Shady Hills  
Rd  
Spring Hill, FL  
34610-8075

Mary Giella Elementary School - 72268

Description  
AR Enterprise Real Time Subscription Renewal  
Includes access for up to 700 students  
Annual All Product RP Hosting Fee Renewal

Mary Giella Elementary School Subtotal:

Qty Extended Price  
Subscription \$2,975.00

\$399.00

\$3,374.00

Quote Subtotal: \$3,374.00

Shipping & Processing: \$0.00

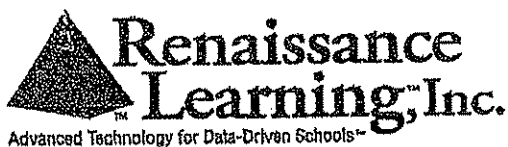
Grand Total: \$3,374.00

ATTACHMENT "A"  
INCORPORATED HEREIN



Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

*Kendra Goodman*  
Date 1/3/2011



P.O. Box 8036  
 Wisconsin Rapids, WI 54495-8036  
 Phone: (715) 424-3636  
 Fax: (715) 424-4242  
 www.renlearn.com

**Renaissance Learning Return Policy**  
*Addendum to 'Attachment A'*

**Returns/Exchanges:** All unopened, undamaged merchandise may be returned at no charge during the first 30 days after invoice date for full refund; Exchanged at no charge during the first 60 days after invoice date; Returned between 31-60 days after invoice date for refund, less a \$25.00 restocking fee. Returns and exchanges will be charged actual shipping plus handling, please call 800-338-4204 for details. We no longer accept returns or exchanges more than 60 days after the invoice date.

ATTACHMENT "A"  
 INCORPORATED HEREIN

Cost Center \_\_\_\_\_ Date \_\_\_\_\_  
*Patricia Bail* 3/23/11  
 \_\_\_\_\_  
*Kendra Goodman* 3/24/11  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Kendra Goodman, Purchasing Agent  
 District School Board of Pasco County

*Shelley Tesnow* \_\_\_\_\_ 3/10/2011 \_\_\_\_\_ Shelley Tesnow, Submissions Services Manager  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ Type Name and Title

Attachment A - Renaissance Learning, Inc.

- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should RENAISSANCE LEARNING, INC. cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board.  
  
In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.
- B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
- C) Termination or Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) RENAISSANCE LEARNING, INC. must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.

Disclosing confidential information:

The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.

RENAISSANCE LEARNING, INC shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. RENAISSANCE LEARNING, INC shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

*Shelley Tesnow*  
RENAISSANCE LEARNING, INC. Date  
Shelley Tesnow 3/8/2011

*Kendra Goodman*  
Kendra Goodman Date  
Purchasing Agent, CPPQ, CPPB 3/24/11  
District School Board of Pasco County

*Kathleen Paul*  
Cost Center Signature Date  
3/23/11

0416588:07:Mar:11:09:33A



**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
PURCHASING DEPARTMENT  
20430 GATOR LANE LAND O' LAKES, FL 34638  
PHONE: 813.794.2221 FAX: 813.794.2111**

PURCHASE ORDER NUMBER PAGE 1 OF 1  
10008130

**INVOICE IN TRIPLICATE**  
INCLUDING THIS PURCHASE ORDER NUMBER TO:  
District School Board of Pasco County  
Accounts Payable  
7227 Land O Lakes Blvd  
Land O Lakes FL 34638  
Telephone 813/794-2290

**A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.**

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

**VENDOR**  
RENAISSANCE LEARNING INC  
PO BOX 8036  
ATTN: BID DEPARTMENT  
WISCONSIN RAPIDS WI 54495-8036

**SHIP TO** F.O.B. DESTINATION  
Supervisor - Title I  
7227 Land O' Lakes Boulevard  
Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
03/21/11	DJJ Pace/Guy/Suarez	20700	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	NEO 2 Smart Option Mobile Lab NOE2SOMLL		1	EACH	4,050.0000	4,050.00
002	Shipping/Processing Freight Fee (Carts) 4.5% of Order		1	EACH	182.2500	182.25
	* * * ITEM TOTAL * * *					4,232.25
	* * * TERMS & CONDITIONS * * *					
	SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009 rule reference number changed to 6A-1.012(11)(b)					
	*PASCO SCHOOL BOARD USE ONLY*					
	421.5242.3151.0641.5100.0000					4,232.25
	* * ACCT TOTAL * *					4,232.25
	REQ NBR: 9227 10193 VNDR NBR: V0000043355					

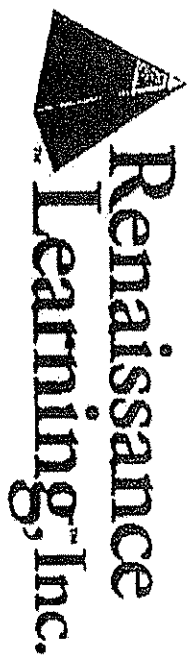
INFORMATION ON REVERSE  
1 - VENDOR COPY

*Kendra Dredman*  
PURCHASING/AGENT/S/

received  
3/8/11 ay

W

9227-10193  
5242



P.O. Box 3036, Wisc. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474  
Quote #: 668284 Created: 01/18/2011 Incident #: 9154210  
PACE Center for Girls-Pasco - 989038  
5462 Grand Blvd  
New Port Richey, FL 34652-4002  
Contact: Tim Guy - (813) 794-2000  
Email: tguy@pasco.k12.fl.us

Quote Totals by Product

	Hardware	Other	Totals
	MED2	Shipping and Processing	
PACE Center for Girls-Pasco - 989038	\$4,050.00	\$182.25	\$4,232.25
Quote Totals	\$4,050.00	\$182.25	\$4,232.25

ATTACHMENT "A"  
INCORPORATED HEREIN

*Kolgyaef*

*Kendra Goodman*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date 3/8/11

Quote #:	668284	Quote Total:	\$4,232.25
----------	--------	--------------	------------

This quote is for 1 school and includes the following discounts:  
 \$1,699.00 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Kendra Gooden at (866)391-8334. Thank You.

Authorized signature: Kendra Gooden Printed signature: Kendra Gooden Date: 3/24/11

Title: Purchasing Agent PO# \_\_\_\_\_

United States government and agency transactions that Arizona: The Tax on A.Z. APT (using) based on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Retailer's Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to this quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of products and the product subject to taxation, you are responsible for sales and other taxes associated with this order. (Merchandise subject to Hawaii retail tax will be subject to the 4.16% Hawaii General Excise tax, Standard payment terms are net 30 days from invoice date.

ATTACHMENT "A"  
 INCORPORATED HEREIN  
*Koldfoef*

*Kendra Gooden*  
 Signature  
 Kendra Gooden, Purchasing Agent  
 District School Board of Pasco County  
 Date 3/24/11

Quote 668284  
 PACE Center for Girls-Pasco  
 5462 Grand Blvd  
 New Port Richey, FL 34652-4002

PACE Center for Girls-Pasco - 989038

Item Code	Description	Qty	Extended Price
NEODARTRIAL	NEO 2 AR Trial Kit Fee	1	\$0.00
NEODSOMLL	NEO 2 SmartOption Mobile Lab	1	\$4,050.00

*Includes:*

- Renaissance Receiver with Cable
- AccessFast 3 x Serial Number
- 3-Pack Alkaline Batteries
- AccessFast 3 & Installation CD
- AccessFast Software Installation Guide
- USB Cable
- NEO 2 Resource Guide and 2Know! Toolbar CD
- NEO 2 Keyboard only
- AR on NEO 2 & Keyboarding Wall Charts for NEO 1 and NEO 2
- NEO 2 Quick Guide
- Documentation CD Version 3.6
- NEO 1 and NEO 2 User's Manual
- NEO Manager 3.6
- NEO Share CD 2.0
- Neo Share User Manual
- SmartOption Cart with Hub

201635 Shipping/Processing Freight Fee (Charg) 4.5% of order

Shipping & Processing: \$182.25

Quote Subtotal: \$4,050.00

201635 Shipping/Processing Freight Fee (Charg) 4.5% of order

Shipping & Processing: \$182.25

Quote Subtotal: \$4,050.00

ATTACHMENT "A"  
 INCORPORATED HEREIN

*Kelley*

Signature: *Kendra Goodman*  
 Date: *2/24/11*  
 Kendra Goodman, Purchasing Agent  
 District School Board of Pasco County

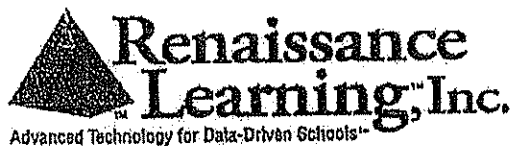
Grand Total: \$4,232.25

ATTACHMENT "A"  
INCORPORATED HEREIN

*Kodylaef*

Recreation Learning, Inc. - PO Box 5016, Wts. Rm. 101, WI 54915-2016 - Phone: (920) 339-4284 Fax: (920) 280-3648 Federal ID: 39-1539474

*Kendra Goodman*  
Signature  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County  
Date *3/28/11*



P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036  
Phone: (715) 424-3636  
Fax: (715) 424-4242  
www.renlearn.com

### Renaissance Learning Return Policy Addendum to 'Attachment A'

**Returns/Exchanges:** All unopened, undamaged merchandise may be returned at no charge during the first 30 days after invoice date for full refund; Exchanged at no charge during the first 60 days after invoice date; Returned between 31-60 days after invoice date for refund, less a \$25.00 restocking fee. Returns and exchanges will be charged actual shipping plus handling, please call 800-338-4204 for details. We no longer accept returns or exchanges more than 60 days after the invoice date.

ATTACHMENT "A"  
INCORPORATED HEREIN

Cost Center \_\_\_\_\_ Date \_\_\_\_\_  
*Ron L. Linn* 3/23/11

*Kendra Goodman* 3/24/11  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

*Shelley Tesnow*  
Authorized Signature \_\_\_\_\_ Date 3/10/2011

Shelley Tesnow, Submissions Services Manager  
Type Name and Title \_\_\_\_\_

**Attachment A - Renaissance Learning, Inc.**

A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should RENAISSANCE LEARNING, INC. cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon in accordance.

B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.

C) **Termination of Contract:** This contract may be terminated when it is in the best interest of the District within 30 days notice. ~~Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.~~

D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

E) This contract is governed by the laws put forth by the State of Florida.

F) RENAISSANCE LEARNING, INC. must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.

**Disclosing confidential information:**

The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.

RENAISSANCE LEARNING, INC shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. RENAISSANCE LEARNING, INC shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

Shelley Teenow 3/8/2011  
RENAISSANCE LEARNING, INC. Date  
Shelley Teenow

Kendra Goodman  
Kendra Goodman Date  
Purchasing Agent, CPPC, CPPB  
District School Board of Pasco County 3/24/11

[Signature] 3/24/11  
Civil Center Signature Date

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
PURCHASING DEPARTMENT  
20430 GATOR LANE LAND O' LAKES, FL 34638  
PHONE: 813.794.2221 FAX: 813.794.2111**

**PURCHASE ORDER NUMBER**

10008131

PAGE 1 OF 1

**INVOICE IN TRIPLICATE**

INCLUDING THIS PURCHASE ORDER NUMBER TO:

District School Board of Pasco County  
Accounts Payable  
7227 Land O Lakes Blvd  
Land O Lakes FL 34638  
Telephone 813/794-2290

**A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.**

Reasonable cost changes may be permitted, provided they are not on a blanket purchase order, bid, quote or contracted item, but must not exceed 5% of the total order without prior approval in writing from the Purchasing Department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

**VENDOR**

RENAISSANCE LEARNING INC  
PO BOX 8036  
ATTN: BID DEPARTMENT  
WISCONSIN RAPIDS WI 54495-8036

**SHIP TO F.O.B. DESTINATION**

Supervisor - Title I  
7227 Land O' Lakes Boulevard  
Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
03/21/11	AMIKids/DJJ/Guy/Suarez	78500	59-6000792	85-8013921275C-1

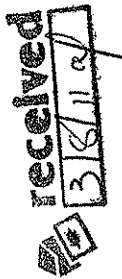
SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	NEO 2 Smart Option Moble Lab NEO2SOMLL		1	EACH	4,050.0000	4,050.00
002	Shipping		1	EACH	521.9100	521.91
	* * * ITEM TOTAL * * *					4,571.91
	* * * TERMS & CONDITIONS * * *					
	SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009 rule reference number changed to 6A-1.012(11)(b)					
	The District School Board of Pasco County will be closed for spring break March 14 - March 18, 2011. The District will resume normal business hours at 8:00 am on Monday, March 21, 2011.					
	*PASCO SCHOOL BOARD USE ONLY*					
	421.7242.3151.0641.5100.0000					4,571.91
	* * ACCT TOTAL * *					4,571.91
	REQ NBR: 9227 10196 VNDR NBR: V0000043355					

INFORMATION ON REVERSE

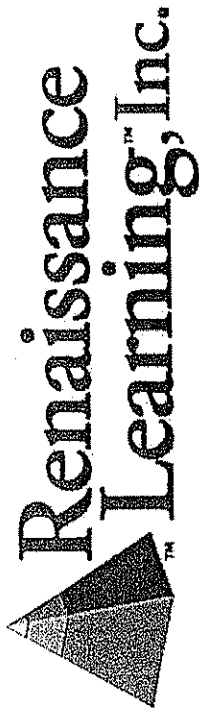
1 - VENDOR COPY

*Kendra Brodman*  
PURCHASING AGENT/S/





W 9227-10196



PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 685299 Created: 03/02/2011 Incident #: 9154231

AMI Kids Pasco - 386076  
5324 Sunset Rd  
New Port Richey, FL 34652-1738  
Contact: Tim Guy - (813) 794-2000  
Email: tguy@pasco.k12.fl.us

Quote Totals by Product

	Hardware	Other		Totals
		Shipping and Processing		
AMI Kids Pasco - 386076	NEO2	\$4,050.00	\$521.91	\$4,571.91
Quote Totals	\$4,050.00	\$521.91	\$521.91	\$4,571.91

*Kendra Goodman*  
Signature Date 3/24/11  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

ATTACHMENT "A"  
INCORPORATED HEREIN

*Kdgfoaf*

Quote #:	685299	Quote Total:	\$4,571.91
----------	--------	--------------	------------

This quote is for 1 school and includes the following discounts:

\$1,699.00 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Julia Hollis at (866)391-5330, Thank You.

Authorized signature: Kendra Goodman Printed signature: Kendra Goodman Date: 3/24/11

Title: Purchasing Agent PO# \_\_\_\_\_

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

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax.). Standard payment terms are net 30 days from invoice date.

Kendra Goodman / Date  
Signature / Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

ATTACHMENT "A"  
INCORPORATED HEREIN

Quote 685299

AMI Kids Pasco  
5324 Sunset Rd  
New Port Richey, FL 34652-1738

AMI Kids Pasco - 386076

Item Code	Description	Qty	Extended Price
NEO2ARTRIAL	NEO 2 AR Trial Kit Fee	1	\$0.00
NEO2SOMLL	NEO 2 SmartOption Mobile Lab	1	\$4,050.00
	<i>Includes:</i>		
	<i>Renaissance Receiver with Cable</i>	1	
	<i>AccelTest 3 x Serial Number</i>	1	
	<i>3-Pack Alkaline Batteries</i>	30	
	<i>AccelTest 3.4 Installation CD</i>	1	
	<i>AccelTest Software Installation Guide</i>	1	
	<i>USB Cable</i>	5	
	<i>NEO 2 Resource Guide and 2Know! Toolbar CD</i>	1	
	<i>NEO 2 Keyboard only</i>	30	
	<i>AR on NEO 2 &amp; Keyboarding Wall Charts for NEO 1 and NEO 2</i>	1	
	<i>NEO 2 Quick Guide</i>	1	
	<i>Documentation CD Version 3.6</i>	1	
	<i>NEO 1 and NEO 2 User's Manual</i>	1	
	<i>NEO Manager 3.6</i>	1	
	<i>NEO Share CD 2.0</i>	1	
	<i>Neo Share User Manual</i>	1	
	<i>SmartOption Cart with Hub</i>	1	
SHFRT	Shipping/Handling for Freight	1	\$521.91
AMI Kids Pasco Subtotal:			\$4,571.91

Quote Subtotal: \$4,050.00  
Shipping & Processing: \$521.91

Renaissance Learning, Inc. - PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

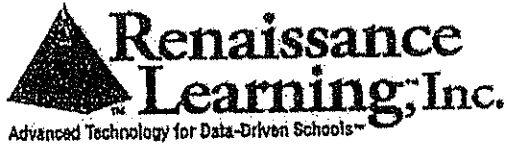
Pages of 4  
*Kendra Goodman* 3/21/11  
Signature Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

ATTACHMENT "A"  
INCORPORATED HEREIN

Grand Total: \$4,571.91

ATTACHMENT "A"  
INCORPORATED HEREIN *Kdyjaef*

*Kendra Goodman* / *jaef* / *3/24/11*  
Signature Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County



P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036  
Phone: (715) 424-3636  
Fax: (715) 424-4242  
www.renlearn.com

### Renaissance Learning Return Policy Addendum to 'Attachment A'

**Returns/Exchanges:** All unopened, undamaged merchandise may be returned at no charge during the first 30 days after invoice date for full refund; Exchanged at no charge during the first 60 days after invoice date; Returned between 31-60 days after invoice date for refund, less a \$25.00 restocking fee. Returns and exchanges will be charged actual shipping plus handling, please call 800-338-4204 for details. We no longer accept returns or exchanges more than 60 days after the invoice date.

ATTACHMENT "A"  
INCORPORATED HEREIN

Cost Center \_\_\_\_\_ Date \_\_\_\_\_  
*K. J. [Signature]* *3/23/11*

*Kendra Goodman [Signature]* *3/24/11*  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

*Shelley Tesnow [Signature]* \_\_\_\_\_ *3/10/2011* \_\_\_\_\_ *Shelley Tesnow, Submissions Services Manager*  
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ Type Name and Title

Attachment A - Renaissance Learning, Inc.

- A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorders, or other emergency making it illegal or impossible to provide facilities or hold the events. Should RENAISSANCE LEARNING, INC. cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board.  
  
In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and RENAISSANCE LEARNING, INC. shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.
- B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
- C) ~~Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.~~
- D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- E) This contract is governed by the laws put forth by the State of Florida.
- F) RENAISSANCE LEARNING, INC. must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.

Disclosing confidential information:

The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.

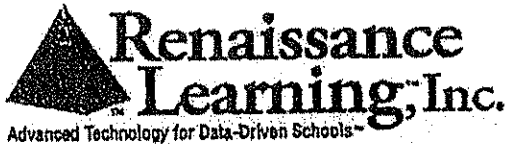
RENAISSANCE LEARNING, INC shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. RENAISSANCE LEARNING, INC shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

Shelley Feenow 3/18/2011  
RENAISSANCE LEARNING, INC. Date  
Shelley Feenow

Kendra Goodman / acf  
Kendra Goodman Date  
Purchasing Agent, CFPD, CPPB  
District School Board of Pasco County 3/24/11

[Signature] 3/23/11  
District Officer Signature Date





P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036  
Phone: (715) 424-3636  
Fax: (715) 424-4242  
www.renlcam.com

**Renaissance Learning Return Policy**  
*Addendum to 'Attachment A'*

Returns/Exchanges: All unopened, undamaged merchandise may be returned at no charge during the first 30 days after invoice date for full refund; Exchanged at no charge during the first 60 days after invoice date; Returned between 31-60 days after invoice date for refund, less a \$25.00 restocking fee. Returns and exchanges will be charged actual shipping plus handling, please call 800-338-4204 for details. We no longer accept returns or exchanges more than 60 days after the invoice date.

ATTACHMENT "A"  
INCORPORATED HEREIN

Cost Center \_\_\_\_\_ Date 3/23/11  
*[Signature]*

Kendra Goodman / 3/24/11  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

Shelley Tesnow  
Authorized Signature \_\_\_\_\_ Date 3/10/2011

Shelley Tesnow, Submissions Services Manager  
Type Name and Title \_\_\_\_\_