



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

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

May 3, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Renaissance Learning, Inc.
Purchase Order #10008880 and 10008881

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 \$6,639.29.

In addition to the \$6,639.29 requested, we are requesting an additional \$30,000 to cover future orders through June 30, 2011.

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

**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
10008880

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.
04/11/11	MANDALA/DJJ/Guy/Suarez	78500	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	NEO 2 SmartOption Mobile Lab NEO2SOMLL		1	EACH	4,050.0000	4,050.00
002	Shipping		1	EACH	489.2900	489.29
	* * * ITEM TOTAL * * *					4,539.29
	* * * TERMS & CONDITIONS * * *					
	SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009 rule reference number changed to 6A-1.012(1.1)(b)					
	PASCO SCHOOL BOARD USE ONLY					
	421.6242.3151.0641.5100.0000					4,539.29
	* * ACCT TOTAL * *					4,539.29
	REQ NBR: 9227 10194 VNDR NBR: V0000043355					

INFORMATION ON REVERSE

1 - VENDOR COPY

Kendra Brodman
PURCHASING AGENT/S/

PURCHASE CONDITIONS

The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age, or handicap.

The failure of any contractor or supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

IT IS THE RESPONSIBILITY OF THE VENDOR TO COMPLY WITH THE PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

When the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel any agreement without penalty and shall be refunded all monies, including deposits, within thirty calendar days.

The School Board shall have the right to audit transactions (including invoices, direct costs, expenses, and distributions made or incurred) resulting from this purchase for a period of three years after final payment.

Unless otherwise specified, all shipments must be received within 30 days from receipt of this purchase order. Notify the Ship To location on this order if there is a problem with meeting any/all delivery deadlines.

Unless otherwise specified, all shipments must be F.O.B. destination, shipping included.

No C.O.D., freight collect orders or overshipments will be accepted.

Ship via best means unless otherwise specified.

Packing slips must accompany all shipments.

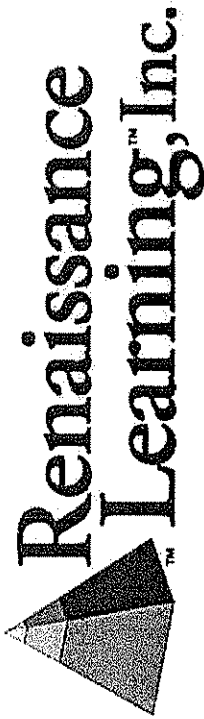
NOTE: Wherever possible, it is requested that all items supplied on this purchase order be packaged using environmentally safe materials.

The Pasco County School Board requires that (2) Material Safety Data Sheets be furnished upon initial purchase of any chemical or toxic substance. One sheet is to accompany the product shipment and one copy must be sent to:

**Environmental Specialist
11939 Treebreeze Drive
New Port Richey, FL 34654**

received
4/17/11

9227-10194



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

Quote #: 693674 Created: 03/23/2011 Incident #: 9154244

Mandala Treatment Center - 2327994

7227 Land O Lakes Blvd

Land O Lakes, FL 34638-2826

Contact: Tim Guy - (813) 794-2000

Email: tguy@pasco.k12.fl.us

Quote Totals by Product

	Hardware	Other	Totals
	NEO2	Shipping and Processing	
Mandala Treatment Center - 2327994	\$4,050.00	\$489.29	\$4,539.29
Quote Totals	\$4,050.00	\$489.29	\$4,539.29

ATTACHMENT "A" *KG*
INCORPORATED HEREIN

Kendra Goodman
Signature 4-18-11 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

Quote #:	693674	Quote Total:	\$4,539.29
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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: _____ Date: _____

Title: _____ 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.

Quote #:	693674	Quote Total:	\$4,539.29
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Authorized signature: Kendra Goodman Date: 4-18-11

Title: _____ PO# _____

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ATTACHMENT "A" NOT
INCORPORATED HEREIN

Kendra Goodman
Signature 4-18-11 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

Quote 693674

Mandala Treatment Center
7227 Land O Lakes Blvd
Land O Lakes, FL 34638-2826

Mandala Treatment Center - 2327994

<u>Item Code</u>	<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
NEO2ARTRIAL	NEO 2 AR Trial Kit Fee	1	\$0.00
NEO2SOMILL	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>#1 Phillips Screw Driver for Carts</i>	1	
	<i>NEO 2 Resource Guide and 2Know! Toolbar CD</i>	1	
	<i>NEO 2 Keyboard only</i>	30	
	<i>AR on NEO 2 & 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	\$489.29
	Mandala Treatment Center Subtotal:		\$4,539.29
	Quote Subtotal:		\$4,050.00

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

ATTACHMENT "A"
 INCORPORATED HEREIN

Shipping & Processing: \$489.29
Grand Total: \$4,539.29

Shipping & Processing: \$489.29
Grand Total: \$4,539.29

WD
ATTACHMENT "A"
INCORPORATED HEREIN

Kendra Goodman
Signature *4/18/11* Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

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 of Contract: This contract may be terminated when it is in the best interest of the District within 90 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.

Delvafchevick 4/11/2011
RENAISSANCE LEARNING, INC. Date

Kendra Goodman
Kendra Goodman 4-18-11 Date
Purchasing Agent, CPIO, CPPB
District School Board of Pasco County

Paul Swaney 4/12/2011
Cost Center 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

*in*Formative

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

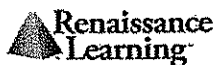
Successful Math

Successful Reader

The Better Laptop for Schools

TestCheck

Write On!



received
4/17/11

9227-10194



PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1539474
Quote #: 693674 Created: 03/23/2011 Incident #: 9154244

Mandala Treatment Center - 2327994
7227 Land O Lakes Blvd
Land O Lakes, FL 34638-2826
Contact: Tim Guy - (813) 794-2000
Email: tguy@pasco.k12.fl.us

Quote Totals by Product

	Hardware	Other		Totals
		Shipping and Processing		
Mandala Treatment Center - 2327994	NEO2	\$4,050.00	\$489.29	\$4,539.29
Quote Totals		\$4,050.00	\$489.29	\$4,539.29

ATTACHMENT "A" *KDG*
INCORPORATED HEREIN

Kendra Goodman
Signature *4-18-11* Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

Quote #:	693674	Quote Total:	\$4,539.29
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Authorized signature: Kendra Goodman Date: 4-18-11

Title: _____ PO# _____

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Signature 4-18-11 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

Quote 693674

Mandala Treatment Center
7227 Land O Lakes Blvd
Land O Lakes, FL 34638-2826

Mandala Treatment Center - 2327994

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

Includes:

- Renaissance Receiver with Cable*
- AccelTest 3 x Serial Number*
- 3-Pack Alkaline Batteries*
- AccelTest 3.4 Installation CD*
- AccelTest Software Installation Guide*
- USB Cable*
- #1 Phillips Screw Driver for Carts*
- 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*

SHFRT Shipping/Handling for Freight

Mandala Treatment Center Subtotal: \$489.29

\$4,539.29

Quote Subtotal: \$4,050.00

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

ATTACHMENT "A"
INCORPORATED HEREIN

Shipping & Processing: \$489.29
Grand Total: \$4,539.29

WD
ATTACHMENT "A"
INCORPORATED HEREIN

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

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.

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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.

Debra Schmitt 4/11/2011
RENAISSANCE LEARNING, INC. Date

Kendra Goodman
Kendra Goodman 4/8/11 Date
Purchasing Agent, CPPD, CPPB
District School Board of Pasco County

Cost Center Signature 4/12/2011 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!

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Accelerated Products design



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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

*in*Formative

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

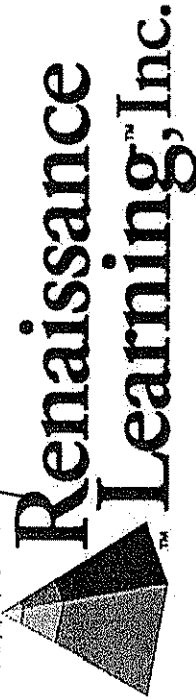
Successful Reader

The Better Laptop for Schools

TestCheck

Write On!

received
4/17/11



Apr 7-10/11

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

Quote #: 685300 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

	Services		Totals
	Seminar		
AMI Kids Pasco - 386076	\$2,100.00		\$2,100.00
Quote Totals	\$2,100.00		\$2,100.00

ATTACHMENT "A"
INCORPORATED HEREIN

Kendra Goodman
Signature Date 4-18-11
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

FB746 ***** PURCHASE REQUISITION APPROVAL FORM *****
REQ NBR: 9227-10197 VENDOR: V0000043355 PAGE: 1
DATE: 03/02/2011 FOR: AMIKids/DJJ/Guy/Suarez

***** VENDOR NAME & ADDRESS ***** SHIP TO NAME & ADDRESS *****

RENAISSANCE LEARNING INC
PO BOX 8036
ATTN: BID DEPARTMENT
WISCONSIN RAPIDS , WI 544958036

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

ITEM	DESCRIPTION	QTY	UOM	PRICE	EXT
	Onsite Professional Developmt NEO Prof. Trng - 1 Day Item Code ONSITEPD	1	EACH	2100.0000	2100.00
TOTAL					2100.00

* * * TERMS & CONDITIONS * * *

SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009
rule reference number changed to 6A-1.012(11) (b)

* * * * ACCOUNTS * * * *

421.7242.3151.0311.5100.0000 2100.00

APPROVED BY:

Red Guy

DATE:

3/25/11

APPROVED BY:

DATE:

Quote #:	685300	Quote Total:	\$2,100.00
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This quote is for 1 school and includes the following discounts:
\$900.00 in applied discounts.

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Authorized signature: Kendra Goodman Date: 4-18-11

Title: _____ PO# _____

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All professional development hours must be delivered within 12 months of order acceptance.

Kendra Goodman
Signature 4-18-11 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

ATTACHMENT "A" *KOT*
INCORPORATED HEREIN

Quote 685300

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

AMI Kids Pasco - 386076

Description

Onsite Professional Development Day(s)

Includes:

NEO Professional Development- Onsite Day

Qty	Extended Price	Qty	Extended Price
1	\$2,100.00	1	\$2,100.00

AMI Kids Pasco Subtotal: \$2,100.00

Quote Subtotal: \$2,100.00
 Shipping & Processing: \$0.00
 Grand Total: \$2,100.00

ATTACHMENT "A" (WJ)
INCORPORATED HEREIN

Kendra Goodman
 Signature 4-18-11 Date
 Kendra Goodman, Purchasing Agent
 District School Board of Pasco County

Quote #:	685300	Quote Total:	\$2,100.00
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This quote is for 1 school and includes the following discounts:
 \$900.00 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: _____ Date: _____

Title: _____ PO# _____

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All professional development hours must be delivered within 12 months of order acceptance.

9227-10197

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.

Lynda Bergen 4-11-11
RENAISSANCE LEARNING, INC. Date

Kendra Goodman
Kendra Goodman Date
Purchasing Agent, CPO, CPE
District School Board of Pasco County 4-18-11

Paul Smith 4-12-11
Cost 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 PAGE 1 OF 1
10008881

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

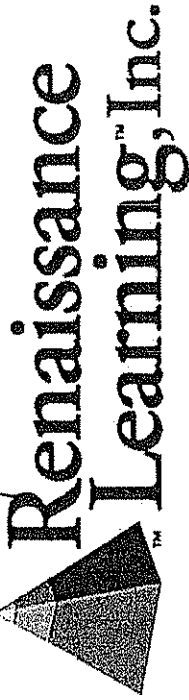
SHIP TO F.O.B. DESTINATION
Supervisor - Title I
7227 Land O' Lakes Boulevard
Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
04/11/11	AMIKids/DJJ/Guy/Suarez	92435	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	Onsite Professional Developmt NEO Prof. Trng - 1 Day Item Code ONSITEPD		1	EACH	2,100.0000	2,100.00
	* * * ITEM TOTAL * * *					2,100.00
	* * * 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					
	421.7242.3151.0311.5100.0000					2,100.00
	* * ACCT TOTAL * *					2,100.00
	REQ NBR: 9227 10197 VNDR NBR: V0000043355					

Kendra Dodman
PURCHASING AGENT/S/

received
4/7/11



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

Quote #: 685300 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

	Services		Totals
	Seminar		
AMI Kids Pasco - 386076	\$2,100.00		\$2,100.00
Quote Totals	\$2,100.00		\$2,100.00

Apr 7-10/11

Kendra Goodman
Signature
Kendra Goodman, Purchasing Agent
District School Board of Pasco County
Date 4-18-11

ATTACHMENT "A"
INCORPORATED HEREIN

REQ NBR: 9227-10197 VENDOR: V0000043355 PAGE: 1

DATE: 03/02/2011 FOR: AMIKids/DJJ/Guy/Suarez

***** VENDOR NAME & ADDRESS ***** SHIP TO NAME & ADDRESS *****

RENAISSANCE LEARNING INC
PO BOX 8036
ATTN: BID DEPARTMENT
WISCONSIN RAPIDS , WI 544958036

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

ITEM	DESCRIPTION	QTY	UOM	PRICE	EXT
	Onsite Professional Developmt NEO Prof. Trng - 1 Day Item Code ONSITEPD	1	EACH	2100.0000	2100.00
TOTAL					2100.00

* * * TERMS & CONDITIONS * * *

SOLE SOURCE - RULE DOE 6A-1.012(7); effective 2/25/2009
rule reference number changed to 6A-1.012(11) (b)

* * * * ACCOUNTS * * * *

421.7242.3151.0311.5100.0000 2100.00

APPROVED BY: *Red [Signature]*

DATE: 3/25/11

APPROVED BY: _____

DATE: _____

Quote #:	685300	Quote Total:	\$2,100.00
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Authorized signature: Kendra Goodman Date: 4-18-11

Title: _____ PO# _____

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Kendra Goodman Date 4-18-11
Signature _____ Date _____
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

ATTACHMENT "A" KOD
INCORPORATED HEREIN

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New Port Richey,
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AMI Kids Pasco Subtotal: \$2,100.00

Quote Subtotal: \$2,100.00
Shipping & Processing: \$0.00
Grand Total: \$2,100.00

ATTACHMENT "A" W/D
INCORPORATED HEREIN


Signature 4-18-11 Date
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

Quote #:	685300	Quote Total:	\$2,100.00
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Synda Bergen 4-11-11
RENAISSANCE LEARNING, INC. Date

Kendra Goodman
Kendra Goodman Date
Purchasing Agent, CPPO, CPPE
District School Board of Pasco County 4-18-11

Paul Jones 4-12-11
Cost Center Signature Date