



**FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT # 02-13smc
Big Ideas Math Grades 6-8, 2012 Math Adoption**

This contract is entered into this 15th day of May 2012, by Holt McDougal, a division of Houghton Mifflin Harcourt hereinafter called the "Contractor" and the Fauquier County School Board hereinafter called "FCSB".

WITNESSETH that the Contractor and FCSB, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: This contract is established in accordance with the requirements as set forth in the Code of Virginia, § § 22.1-238 and 22.1-241-243. The Contractor shall provide the attached list of approved textbooks ordered by FCSB for a period of seven (7) years at the unit price(s) noted on the list, which will be fixed for the entire term of the agreement (in addition, see A 1, Attachment A). Prices quoted are FOB Origin/Shipping Point, inside delivery, and do not include shipping charges (in addition, see A6, Attachment A). The Contractor shall pay all shipping costs above seven percent (7 %) of the initial adoption order; shipping charges shall be added to the invoice as a separate item. All subsequent orders will be charged FOB Destination, ten and one-half percent (10 ½%) or as noted in either A6 or Attachment B; shipping charges shall be included within the unit price(s) on the invoice. **Delivery:** The Contractor shall make deliveries no later than forty-five (45) days of receipt of an order, or sooner. **Payment terms:** Payment will be made within forty-five (45) days of receipt of a correct, accurate invoice. **Ancillary Materials:** The Contractor shall provide ancillary/complimentary materials as outlined in Attachment B. Additional requirements are set forth as Attachments to the contract document as noted herein.

CONTRACT TERM: The term of this contract shall be from July 1, 2012 through June 30, 2019.

The contract documents shall consist of the following documentation, listed in order of precedence:

- (1) This signed form;
- (2) The attachments, which consist of:
 - (a) Attachment A: Additional Requirements
 - (b) Attachment B: List of Textbooks, ISBN and Unit Price, and Ancillary Materials;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: Nicougenova

Printed Name: Nicole Genova
Manager, Bids & Sales Contracts

Date: May 23, 2012

FAUQUIER COUNTY SCHOOL BOARD:

By: Susan R. Monaco

Printed Name: Susan R. Monaco, CPPO, CPPB

Date: May 23, 2012

FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT
ATTACHMENT A, Additional Requirements

- A1. The Contractor certifies that the textbook unit price appearing in the contract is the lowest wholesale price at which the book or books are currently bid under contract anywhere in the United States or that the price to be charged has been reduced and is the same price as sold anywhere outside of Virginia. The publisher shall, when applicable, offer FCSB the option of using any special or other edition of a textbook named in the contract and adapted for use in Virginia at a lower price as sold elsewhere in the United States. As applicable, in the event the reduced price is permanent the Contractor further agrees to notify the Virginia Department of Education to update its website with the new price.
- A2. The Contractor shall furnish sample copies of all books listed herein to FCSB and all textbooks furnished by the Contractor shall in all respects as to texts, paper, binding, printing, illustrations, copyright date, and in all other particulars be equal to the same copy purchased by FCSB. Changes may be made in the textbook(s) if mutually agreed to by the FCSB and Contractor.
- A3. When available, Contractor shall provide hands-on training on FCSB premises, initially for all staff and in subsequent years for new staff. Contractor shall identify and include any and all associated costs for training as an addendum to Attachment B, Textbook Pricing.
- A4. The Contractor shall replace any textbooks adopted for use and received from the Contractor, proven to have weak or defective bindings within the adoption period for which they were purchased.
- A5. The Contractor shall, for each textbook ordered, furnish an electronic file in the National Instructional Materials Accessibility Standards (NIMAS) format that will be deposited in the National Instructional Materials Access Center (NIMAC) from which accessible versions of the particular textbook may be produced for students with print disabilities. The Contractor shall deliver the NIMAS file of the textbook on or before the date of delivery of the regular text version.
- A6. SHIPPING INSTRUCTIONS: FCSB does not have central warehousing with loading docks and unloading equipment; only one or two select schools have loading docks. Therefore, Contractors shall instruct their freight carrier to provide shipments to FCSB locations with vehicles having lift gates and pallet jacks, for unloading of shipments at each location. All deliveries must be inside deliveries; no shipment will be accepted if it's left out on a school sidewalk. FCSB understands that shipping costs based on percentage of order most commonly applies to initial large adoption orders, unless otherwise noted on Attachment B; Contractors agree to ship subsequent smaller textbook orders placed after initial adoption by UPS or the most reliable, affordable method, FOB Destination, and that all freight pricing must be listed in detail on each invoice.
- A7. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the FCSB. In the event of Contractor change in ownership, the Contractor shall notify FCSB in writing at least thirty days in advance of such change and indicating if the new owner will assume ownership and full compliance with the contract, at which time FCSB will modify the contract to reflect the change in ownership.
- A8. FCSB reserves the right to test other textbooks in designated schoolrooms for experimental study during the term of this contract.
- A9. With the approval of FCSB and the Contractor, any private school within Fauquier County that so requests may purchase from the FCSB contract with the Contractor. Such private school shall be fully responsible for ordering, purchasing, and receiving shipments of books to be provided from the Contractor pursuant to this section. FCSB shall be immune from any civil liability as a result of a private school purchasing from the FCSB contract.
- A10. TAX EXEMPTION: FCSB is exempt from the payment of any federal excise or any Virginia sales tax. All invoices must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Contractor.

- A11. **APPLICABLE LAW AND COURTS:** This contract shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- A12. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- A13. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FCSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by FCSB under said contract.
- A14. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to FCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the contract is with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)). In every contract over \$10,000 the provisions in A and B below apply:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- A15. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- A16. **CONTENT VALIDITY:** By signing this contract, Contractor hereby verifies that all materials provided have been thoroughly examined and reviewed by content experts, whose credentials were verified prior to contract signature, for factual

and content accuracy, typographical, grammatical, spelling, formatting and written expression errors, and that all such errors have been corrected prior to publication.

- A17. **CUSTOMER SERVICE:** To ensure continual service during the entire term of the contract, the Contractor must provide the name, phone, fax and e-mail address of the inside contact person who has the authority and knowledge to answer contractual questions or issues both during the initial adoption period and for the entire contract term. Should that person leave the Contractor's employ or be replaced by another person, the Contractor must promptly notify the FCSB Textbook Office in writing of the new customer service representative's name, phone, fax and e-mail. If multiple customer service representatives are assigned, the Contractor must note each representative's area of expertise (for example, Ordering vs. Billing and Invoicing). If the Contractor Sales Representative should change during the term of this contract, the Contractor must notify the FCSB Textbook Office in writing of the new Sales Representative's name, phone, fax and e-mail and effective date as our representative.



HOLT McDOUGAL

a division of Houghton Mifflin Harcourt

Prices: Prices quotes are wholesale school prices and do not include transportation charges unless otherwise stated in this proposal. These wholesale school prices apply to the educational customers of Houghton Mifflin Harcourt. Prices quoted are valid for orders submitted on or before the expiration date set forth in the proposal.

Educational customers are billed at wholesale school price, f.o.b. shipping point, with a prepaid transportation charge and, unless the customer specifically requests otherwise, a charge for our guarantee of delivery is added to the invoice when shipped via U.S. Postal service. For educational customers preferring f.o.b. destination billing, ten and a half percent (10.5%) of wholesale school price is added and we pay transportation charges and guarantee delivery. Prices do not include any sales tax. Applicable sales tax, if any, will be added to the invoice unless an appropriate tax exemption certificate has been furnished to Houghton Mifflin Harcourt.

Upon receipt of purchase order, gratis items will be shipped in direct proportion to pupil materials purchased. If purchases vary from those included in this proposal, gratis items will change accordingly. Gratis items may also change if purchase is other than a direct school district to publisher order, such as via a third-party vendor or jobber.

Proposal Date: 3/23/2012

Proposal for

Expiration Date: 6/18/2012

**Fauquier Co Schools And Govt
Fauquier Co Schools And Government
VA Big Ideas Math Grades 6 - 8**

ISBN	Title	Sale Price	Purchase		Complimentary	
			Quantity	Amount	Quantity	Value
Grade 6						
Student Resources						
1457064	9781608401598 Larson Big Ideas Virginia Student Edition Grade 6 2012	\$68.50	900	\$61,650.00		
	<i>Includes Record and Practice Journal for 7 yrs 9781608401611. First year is shipped with bundle. The remaining years are shipped upon request.</i>					
1457124	9781608401062 Larson Big Ideas Online Interactive Student Edition Green 2012 7 yrs.	\$59.70			900	\$53,730.00
	<i>(includes: Basic Skills Handbook, Skills Review Handbook, Record and Practice Journal and Lesson Tutorials)</i>					
Totals for Student Resources				\$61,650.00		\$53,730.00
Teacher Resources						
1457082	9781608401604 Larson Big Ideas Virginia Teacher Edition Grade 6 2012	\$120.00			36	\$4,320.00
1457130	9781608401079 Larson Big Ideas Online Teaching Edition Green 2012	\$122.40			36	\$4,406.40
	<i>(includes: Pupil Edition, Teaching Edition, Record and Practice Journal, Record and Practice Journal Answer Key, Dynamic Classroom, Assessment Book, Resources By Chapter, Differentiating the Lesson, Basic Skills Handbook, Skills Review Handbook, Worked-Out Solutions, Lesson Plans, Lesson Tutorials, Answer Presentation Tool, Teacher Tools, Graphic Organizer, Descriptions Test, Taking Strategies)</i>					
1457073	9781608401635 Larson Big Ideas Virginia Assessment Book Grade 6	\$64.50			36	\$2,322.00
1457115	9781608401642 Larson Big Ideas Virginia Resources by Chapter Grade 6	\$280.80			36	\$10,108.80
1457107	9781608401826 Larson Big Ideas Virginia Teacher Resource DVD-ROM Grades 6-8	\$436.80			36	\$15,724.80
1457105	9781608401840 Larson Big Ideas Virginia Dynamic Assessment Resources DVD-ROM Grades 6-8	\$436.80			36	\$15,724.80
	District requested DVD's and Basic Skills Workbooks:					
1457106	9781608401833 Larson Big Ideas Virginia Student Resource DVD-ROM Grades 6-8	\$208.55			100	\$20,855.00
1457113	9781608401550 Larson Big Ideas Skills Review and Basic Skills Handbook	\$10.25			600	\$6,150.00
Totals for District requested DVD's and Basic Skills Workbooks						\$27,005.00
Totals for Grade 6				\$61,650.00		\$133,341.80

Other than as noted for initial adoption order, 1 set of ancillary/gratis print Teacher Edition, Teacher Online Access Teaching Edition Resources and Examview DVDROM provided for every 50 Student Editions ordered. Freight: FOB Origin/Shipping Point, 7 % of initial adoption order; 10 ½% of any subsequent FOB Dest. order.

Proposal Date: 3/23/2012

Expiration Date: 6/18/2012

Proposal for
Fauquier Co Schools And Govt
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VA Big Ideas Math Grades 6 - 8

ISBN	Title	Sale Price	Purchase		Complimentary	
			Quantity	Amount	Quantity	Value
Grade 7						
Student Resources						
1457065	9781608401659 Larson Big Ideas Virginia Student Edition Grade 7 2012	\$68.50	925	\$63,362.50		
	<i>Includes Record and Practice Journal for 7 yrs 9781608401673. First year is shipped with bundle. The remaining years are shipped upon request.</i>					
1457125	9781608401208 Larson Big Ideas Online Interactive Student Edition Red 2012 7 yrs.	\$59.70			925	\$55,222.50
	<i>(includes: Basic Skills Handbook, Skills Review Handbook, Record and Practice Journal and Lesson Tutorials)</i>					
Totals for Student Resources				\$63,362.50		\$55,222.50
Teacher Resources						
1457083	9781608401666 Larson Big Ideas Virginia Teacher Edition Grade 7 2012	\$120.00			37	\$4,440.00
1457131	9781608401215 Larson Big Ideas Online Teaching Edition Red 2012	\$122.40			37	\$4,528.80
	<i>(includes: Pupil Edition, Teaching Edition, Record and Practice Journal, Record and Practice Journal Answer Key, Dynamic Classroom, Assessment Book, Resources By Chapter, Differentiating the Lesson, Basic Skills Handbook, Skills Review Handbook, Worked-Out Solutions, Lesson Plans, Lesson Tutorials, Answer Presentation Tool, Teacher Tools, Graphic Organizer, Descriptions Test, Taking Strategies)</i>					
1457074	9781608401697 Larson Big Ideas Virginia Assessment Book Grade 7	\$64.50			37	\$2,386.50
1457117	9781608401703 Larson Big Ideas Virginia Resources by Chapter Grade 7	\$280.80			37	\$10,389.60
1457107	9781608401826 Larson Big Ideas Virginia Teacher Resource DVD-ROM Grades 6-8	\$436.80			37	\$16,161.60
1457105	9781608401840 Larson Big Ideas Virginia Dynamic Assessment Resources DVD-ROM Grades 6-8	\$436.80			37	\$16,161.60
	District Requested DVD's and Basic Skills Workbooks:					
1457106	9781608401833 Larson Big Ideas Virginia Student Resource DVD-ROM Grades 6-8	\$208.55			100	\$20,855.00
1457113	9781608401550 Larson Big Ideas Skills Review and Basic Skills Handbook	\$10.25			600	\$6,150.00
	Totals for District Requested DVD's and Basic Skills Workbo					\$27,005.00
Totals for Grade 7				\$63,362.50		\$136,295.60

Other than as noted for initial adoption order, 1 set of ancillary/gratis print Teacher Edition, Teacher Online Access Teaching Edition Resources and Examview DVDROM provided for every 50 Student Editions ordered. Freight: FOB Origin/Shipping Point, 7 % of initial adoption order; 10 ½% of any subsequent FOB Dest. order.

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**Fauquier Co Schools And Govt
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VA Big Ideas Math Grades 6 - 8**

ISBN	Title	Sale Price	Purchase		Complimentary	
			Quantity	Amount	Quantity	Value
Grade 8						
Student Resources						
1457066	9781608401710 Larson Big Ideas Virginia Student Edition Grade 8 2012	\$68.50	650	\$44,525.00		
	<i>Includes Record and Practice Journal for 7 yrs 9781608401734. First year is shipped with bundle. The remaining years are shipped upon request.</i>					
1457126	9781608401352 Larson Big Ideas Online Interactive Student Edition Blue 2012 7 yrs.	\$59.70			650	\$38,805.00
	<i>(includes: Basic Skills Handbook, Skills Review Handbook, Record and Practice Journal and Lesson Tutorials)</i>					
Totals for Student Resources				\$44,525.00		\$38,805.00
Teacher Resources						
1457084	9781608401727 Larson Big Ideas Virginia Teacher Edition Grade 8 2012	\$120.00			26	\$3,120.00
1457132	9781608401369 Larson Big Ideas Online Teaching Edition Blue 2012	\$122.40			26	\$3,182.40
	<i>(includes: Pupil Edition, Teaching Edition, Record and Practice Journal, Record and Practice Journal Answer Key, Dynamic Classroom, Assessment Book, Resources By Chapter, Differentiating the Lesson, Basic Skills Handbook, Skills Review Handbook, Worked-Out Solutions, Lesson Plans, Lesson Tutorials, Answer Presentation Tool, Teacher Tools, Graphic Organizer, Descriptions Test, Taking Strategies)</i>					
1457075	9781608401758 Larson Big Ideas Virginia Assessment Book Grade 8	\$64.50			26	\$1,677.00
1457119	9781608401765 Larson Big Ideas Virginia Resources by Chapter Grade 8	\$280.80			26	\$7,300.80
1457107	9781608401826 Larson Big Ideas Virginia Teacher Resource DVD-ROM Grades 6-8	\$436.80			26	\$11,356.80
1457105	9781608401840 Larson Big Ideas Virginia Dynamic Assessment Resources DVD-ROM Grades 6-8	\$436.80			26	\$11,356.80
	District Requested DVD's and Basic Skills Workbooks:					
1457106	9781608401833 Larson Big Ideas Virginia Student Resource DVD-ROM Grades 6-8	\$208.55			100	\$20,855.00
1457113	9781608401550 Larson Big Ideas Skills Review and Basic Skills Handbook	\$10.25			600	\$6,150.00
Totals for District Requested DVD's and Basic Skills Workbo						\$27,005.00
Totals for Grade 8				\$44,525.00		\$103,803.80

**Proposal
Summary**

Total Value of Proposal:	\$554,846.33
Total Complimentary:	\$373,441.20
Subtotal Purchase Amount:	\$169,537.50
Shipping & Handling (7.00%):	\$11,867.63
Total Cost of Proposal (PO Amount):	\$181,405.13

Other than as noted for initial adoption order, 1 set of ancillary/gratis print Teacher Edition, Teacher Online Access Teaching Edition Resources and Examview DVDROM provided for every 50 Student Editions ordered. Freight: FOB Origin/Shipping Point, 7 % of initial adoption order; 10 ½% of any subsequent FOB Dest. order.