

January 8, 2014

Ms. Susan R. Monaco
Fauquier County School Board
320 Hospital Drive
Warrenton, Virginia 20186

Dear Ms. Monaco:

Re: Fauquier County School Board and Houghton Mifflin Harcourt Publishing Co. for contracts #02-14smc and #09-13smc

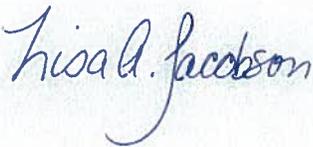
Ms. Monaco:

Effective January 1st, 2014, Houghton Mifflin Harcourt (HMH) will no longer distribute Cengage Learning, Inc. program materials in the high school market. As a result of this action, HMH will be reverting to Cengage all high school distribution rights for the Cengage Learning products. As part of this transition, HMH is assigning agreements for these programs to Cengage. The attached Exhibit A(s) (Assigned Titles) details the specific programs HMH has on an agreement with Fauquier County School Board.

Please sign below to indicate your consent to this assignment, and return a copy as soon as possible to both Lisa.Jacobson@hmhco.com and Kristen.Jensen@cengage.com. Once we have received your countersigned letter, Cengage will be acting as the principal with respect to the Assigned Titles represented in the Bid, representing its products and continuing the bid process.

If you have any questions, please feel free to contact me at Lisa.Jacobson@hmhco.com/617-351-5415 or Kristen Jensen with Cengage at Kristen.Jensen@cengage.com/831-333-7666.

Respectfully,



Lisa Jacobson , Southern Region
Manager, Bids and Contracts
Houghton Mifflin Harcourt



Kristen Jensen
Director, Sales Administration & Planning
Cengage Learning, Inc.

We hereby consent to the assignment of the above referenced contract(s) to Cengage Learning, Inc.

NAME

TITLE

DATE

2-4-2014

cc: Evelyn Curley
UPS Tracking # 1Z48221W1291276972

Remittance:
Cengage Learning VN 643604
PO Box 95999
Chicago, IL 60694-5999
PH 800-354-3906 FX 800-487-8488

Purchase Order:
Cengage Learning, Attn: Order Fulfillment
PO Box 6904
Florence, KY 41022-6904
PH 800-354-9706 FX 800-487-8488



FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT # 09-13smc
Introduction to Statistics & Data Analysis, 2012 Math Adoption

This contract is entered into this 15th day of May 2012, by Houghton Mifflin 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 six and one-half percent (6 ½ %) of the initial FOB Origin adoption order; shipping charges shall be added to the invoice as a separate item. All subsequent orders shall be FOB Destination, at 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: Nicole Genova

Printed Name: Nicole Genova
 Manager, Bids & Sales Contracts

Date: May 22, 2012

FAUQUIER COUNTY SCHOOL BOARD:

By: Susan R. Monaco

Printed Name: Susan R. Monaco, CPPO, CPPB

Date: May 22, 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.

Proposal Date: 3/19/2012

Proposal for

Expiration Date: 12/31/2012

**Fauquier Co Schools And Govt
Fauquier Co Schools And Government
Intro to Stats & Data Analysis**

ISBN	Title	Sale Price	Purchase		Complimentary	
			Quantity	Amount	Quantity	Value
Introduction to Statistics & Data Analysis, 4th Edition by Peck						
Student Edition						
1467711 9780840068415	Introduction to Statistics & Data Analysis, Pupil Edition (4e)	\$133.75	75	\$10,031.25		
Totals for Student Edition				\$10,031.25		
Teacher Resources						
1467709 9780840068385	Annotated Instruction Edition	\$155.50			3	\$466.50
1467751 9781111574734	Teacher Resource Binder	\$25.00			3	\$75.00
1467738 9781111574741	Teacher Resource CD-ROM	\$25.00			3	\$75.00
1467735 9781111574246	PowerLecture CD-ROM with Examview Testing	\$50.00			3	\$150.00
Totals for Teacher Resources						\$766.50
Totals for Introduction to Statistics & Data Analysis, 4th				\$10,031.25		\$766.50

Proposal Summary	Total Value of Proposal:	\$11,449.78
	Total Complimentary:	\$766.50
	Subtotal Purchase Amount:	\$10,031.25
	Shipping & Handling (6.50%):	\$652.03
	Total Cost of Proposal (PO Amount):	\$10,683.28



HOLT McDOUGAL
a division of Houghton Mifflin Harcourt

Prices: Prices quoted 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.

Other than as noted for initial adoption order, 1 set of ancillary/gratis Teacher materials provided for every 25 Student Editions ordered. Freight: FOB Destination, 6 ½ % of initial adoption order; 10 ½ % of any subsequent order.