

**FAUQUIER COUNTY GOVERNMENT
AND PUBLIC SCHOOLS**

Date: October 15, 2013
Contract No.: 11-11smc, History & Social Science Textbook Adoption: Grades 4 and 5
Contractor: Five Ponds Press Incorporated
Modification No.: 1
Effective Date: October 15, 2013
Issued by: Fauquier County Government and Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186 PH 540-422-8348 FX 540-422-8355

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Modification:

Addition of the On-Line Electronic Access for Teachers based on the attached Five Ponds Press quote dated 9/26/13, received 10/1/13.

Pricing options are \$ 9,000/year for three years or \$ 26,816 if paid with initial order. The fourth year of access is provided at no charge regardless of pricing option selected.

The expiration of the On-Line Electronic Access expires June 30, 2017 at the same time as the referenced original contract.

Except as provided herein, all terms and conditions of the above referenced agreement, as heretofore changed, remain unchanged and in full force and effect.

Five Ponds Press, Incorporated

By: *Lou Seal*
Signature

President
Title

10-30-13
Date

Fauquier County School Board

By: *Susan R. Monaco*
Susan R. Monaco, CPPO, CPPB

Procurement Manager

11-7-2013
Date

Modification#1: History & Social Science Textbook Adoption, addition of Electronic Access for Teachers, Grades K-3

QUOTE

Five Ponds Press

4165 Ewell Rd.
 Virginia Beach, VA 23455
 877 833 0603 phone
 888 315 7182 fax
 www.FivePondsPress.com
 accounts@fivepondspress.com

Ship to:
 Fauquier County Public Schools
 Pat Downey

Bill to:

date: 09-26-2013
order: Fauquier Electronic Access for Teachers
PO: pending

special notes: Online access to the OUR WORLD Social Studies program for Kindergarten through third grade will be provided through June 2016 for all teachers in Fauquier County for 75% off the cost of our printed textbook. This provides 3 years of access and the fee can be paid in three annual installments by dividing the cost in thirds. With this purchase, based on an estimated 3200 students, Five Ponds Press will provide permission for teachers to copy our resources for all students in Kindergarten through Grade 3. This is a firm quote and the price will not be increased even if the student population increases over the term of the agreement. Access can be purchased for any individual grade level or all grade levels. When all grade levels are purchased teachers can use the resources from any other grade level purchased. When three years of access have been purchased, Five Ponds will continue access through June 2017 for no additional charge.

ship on pallets to loading dock: NO
consignment order: NO

	ISBN #	quantity	price	total
Special Items				
ELECTRONIC ACCESS FOR KINDERGARTEN		800 @	\$ 7.88 =	\$ 6,304.00
ELECTRONIC ACCESS FEE FOR GRADE 1		800 @	\$ 7.88 =	\$ 6,304.00
ELECTRONIC ACCESS FEE FOR GRADE 2		800 @	\$ 8.88 =	\$ 7,104.00
ELECTRONIC ACCESS FEE FOR GRADE 3		800 @	\$ 8.88 =	\$ 7,104.00
subtotal				\$ 26,816.00
shipping and handling				\$ 0.00
total				\$ 26,816.00

Thank you for your interest.

terms: net 30 days



FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT # 11-11smc

History and Social Science Textbook Adoption, Grades 4 and 5

This contract is entered into this 10th day of August 2010, by Five Ponds Press Incorporated 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 Destination, inside delivery, prepaid and charged back and do not include shipping charges (in addition, see A6, Attachment A). The Contractor shall pay all shipping costs above three percent (3%) on the initial order and five percent (5%) on subsequent orders; shipping charges shall be added to the invoice as a separate item. Note: if FCSB chooses to handle shipping details through a third-party carrier, this information will be detailed on the purchase order and shipping charges will not be assessed or invoiced by the Contractor (see A6, Attachment A). Delivery: The Contractor shall make the initial textbook order delivery within ~~fourteen (14)~~ days of receipt of an order, and subsequent deliveries within forty-five (45) days of receipt of an order, or sooner. Payment terms: Payment will be made within thirty (30) days of receipt of a correct, accurate invoice. Ancillary Materials: The Contractor shall provide ancillary/complimentary materials at no charge to FCSB during the term of this contract as outlined in Attachment C. Additional requirements are set forth as Attachments to the contract document as noted herein.

CONTRACT TERM: The term of this contract shall be from August 10, 2010 through June 30, 2017.

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LS/sm

The contract documents shall consist of:

* work books for
OUR VIRGINIA
ship 10-1

- (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;
 - (c) Attachment C: Ancillary Materials

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

CONTRACTOR:

By: Lou Scolnik

Printed Name: Lou Scolnik

Date: 8.12.10

FAUQUIER COUNTY SCHOOL BOARD:

By: Susan R. Monaco

Printed Name: Susan R. Monaco, Proc. Mgr.

Date: 8/13/10

**History and Social Science Textbook Adoption
Five Ponds Press
Grade 4 "Our Virginia"
Grade 5 "Our America"**

Attachment A – Additional Requirements

Shipping Rate – Initial Order: 3% (Delivery to a single location, Central Complex Textbook Department, with books on a pallet on a lift gate equipped truck.) Subsequent Orders: 5%, following Shipping Instructions, A6.

Attachment B – List of Textbooks, ISBN, and Unit Price

Student Edition Text

OUR VIRGINIA	978-0-9824133-6-4	900	\$53.55
OUR AMERICA	978-0-9824133-9-5	900	\$60.75
Replacement Teacher Editions, as needed (ISBN numbers noted below)			\$145.00

laura@fivepondspress.com
Contact Information:
Five Ponds Press
Laura Buckius, VA Coordinator
4165 Ewell Rd.
Virginia Beach, VA 23455
PH 877-833-0603 Ex.103
FX 757-961-7258
VN 645169

Attachment C – Ancillary Materials

Teacher Edition Text

OUR VIRGINIA	978-0-9824133-8-8	45 (included)	\$0.00
OUR AMERICA	978-0-9824133-1-9	45 (included)	\$0.00

Reproducibles and Assessments

OUR VIRGINIA	978-0-9824583-3-4	45 (included)	\$0.00
OUR AMERICA	978-0-9824583-2-7	45 (included)	\$0.00

"Essential Skills" workbook for Grades 4 & 5

7 years of soft cover consumables book for each student to include shipping and handling, no additional charges allowed.

Online Access to Student & Teacher Materials for Grades 4 & 5

Seven year access to begin with the 2010-2011 school year and continue through the 2016-2017 school year.

Online Access to Student & Teacher Materials for Grades K-3

Online access to current edition materials through the 2010-2011 school year.

- 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 of 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.

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. 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 unit price. 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.
- 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. *Shipping via FCSB choice: FCSB may choose, if it is in their best interest, to have a third party carrier handle shipment of any textbook orders. In these instances, shipping instructions will be clearly conveyed on the Purchase Order. Failure to use the shipper noted on the Purchase Order will result in the Contractor paying the resulting difference in freight cost.*
- 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.