



**FAUQUIER COUNTY SCHOOL BOARD**  
**Contract # 22-12smc**  
**Ways of the World: A Global History**  
**Honors History, 9<sup>th</sup> Grade; AP History, 10<sup>th</sup> Grade**

This contract is entered into this 29<sup>th</sup> day of July, 2011, by Bedford, Freeman and Worth Publishers, LLC, having a place of business at 41 Madison Avenue, New York, NY 10010, hereinafter called the "Contractor" and the Fauquier County School Board, having a place of business at 320 Hospital Drive, Warrenton, VA 20186, 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; the Student Edition prices shall be fixed for the entire term of the agreement. Prices quoted are FOB Shipping Point and do not include shipping charges. The Contractor shall pay all shipping costs above five percent (5%) on each order for the initial order and duration of the contract and shall charge whichever shipping cost is less, actual cost or the not-to-exceed 5%; shipping charges shall be added to the invoice as a separate item. When possible, UPS is the preferred shipping method, it being understood however, that Contractor shall have the right to use the most economical shipping method. Delivery: The Contractor shall make deliveries within forty-five (45) days of receipt of an order, or sooner. Payment terms: Payment will be made by FCSB within thirty (30) days of FCSB's receipt of a correct, accurate invoice. Ancillary Materials: The Contractor shall provide ancillary 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 07/29/2011 through 07/31/2018 (unless earlier terminated by either party as provided for in this Agreement).

The contract documents shall consist of:

- (1) This signed form;
- (2) The attachments, which consist of:
  - (a) Attachment A: Additional Requirements and
  - (b) Attachment B: List of Textbooks and Ancillary Materials, ISBN and Unit Price as noted herein.
  - (c) Attachment C: Terms and Conditions Governing eBook Access and Use

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

BEDFORD, FREEMAN AND FAUQUIER COUNTY SCHOOL BOARD:  
 WORTH PUBLISHERS, LLC

By: [Signature]  
 Printed Name: Jamie Demas  
 Date: 8/15/2011

By: [Signature]  
 Printed Name: Susan R. Monaco  
 Date: August 12, 2011

**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 Contractor 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. . NOT APPLICABLE
- 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, provided however that FCSB notifies Contractor in writing of such defective copies (accompanied by a reasonable number of the defective copies) within thirty (30) days of FCSB's receipt of the applicable textbook(s).
- 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, Contractor shall instruct its 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
- A7. ASSIGNMENT OF CONTRACT: This Agreement shall not be assignable by either party in whole or in part without the written consent of the other party. 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 prior written 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. Each of Contractor and FCSB shall have the right to terminate this Agreement in the event the other party defaults in the performance or observance of any of its obligations under this Agreement. The non-defaulting party shall provide the defaulting party with written notice of the default, and the defaulting party shall then have thirty (30) days to cure such

default to the non-defaulting party's satisfaction. If the defaulting party fails to cure the default within such thirty (30) day period, this Agreement shall terminate immediately and without further notice. Each party's right to terminate this Agreement shall not be deemed to waive or limit any other right or remedy either party may have at law or in equity (including, without limitation, injunctive relief).

- A18. This Agreement constitutes the entire agreement between Contractor and FCSB concerning the subject matter hereof. This Agreement cannot be amended or modified, nor may any of its provisions be waived, except in a writing signed by the party against whom such amendment, modification or waiver is to be enforced.
- A19. Neither party shall be responsible to the other for any failure to perform hereunder (other than obligations to make payment) to the extent and for the length of time that performance is rendered impossible owing to, force majeure or other circumstances of substantially similar character beyond the reasonable control of, and not reasonably foreseeable by, the affected party. If a force majeure event directly impacts the payment systems of a party such that the making of payment is technically not feasible, such party shall be given a grace period to fulfill its payment obligation until the earlier of (i) the day the cause of the payment system failure is resolved and (ii) thirty (30) days from when payment is due, during which grace period, no penalty interest shall accrue.

Fauquier County Public Schools, Contract # 22-12smc

Attachment B

Ways of the World, Bedford/St. Martin's, AP History

<u>ITEM</u>	<u>ISBN</u>	<u>QTY.</u>	<u>COST</u>	<u>TOTAL</u>
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**\*TEACHERS:**

Ways of the World: A Global History,

Teacher's Edition	0-312-48710-X	3	\$50.00	\$0.00
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Resource CD- Rom	0-312-48708-8	3	\$100.00	\$0.00
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Computerized Test bank	0-312-48708-8	3	\$100.00	\$0.00
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\* All teacher materials provided complimentary/no charge with initial order of 300 Student Editions (per e-mail dated 6/30/11)

**STUDENT'S:**

Ways of the World: A Global History

Student Edition with e-book	0-312-64466-3	300	\$69.00	\$20,700.00
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Ebook Access Code for 2,100 uses or seven (7) years (whichever comes first).	1-4576-61855-9		\$15.00	\$4,500
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Free Companion Site and Online Study Guide		0	Free	_____
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<b>TOTAL COSTS</b>				<b>\$25,250.00</b>
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FAUQUIER COUNTY PUBLIC SCHOOLS, CONTRACT # 22-12smc

ATTACHMENT C

WAYS OF THE WORLD, BEDFORD/ST. MARTIN'S, AP HISTORY

TERMS AND CONDITIONS OF EBOOK ACCESS AND USE

Subject to FCSB's purchase of three hundred (300) copies of the print edition of *Ways of the World, A Global History with Sources* by Robert Strayer (ISBN: 0-312-64466-3) at \$69.00, Contractor shall provide FCSB with a single activation code (ISBN: 1-4576-61855-9) for 2,100 user accounts of one year duration to the e-book version of *Ways of the World, A Global History with Sources* (the "eBook") for \$15.00 per student.

To access the eBook, users will go to the book companion site for *Ways of the World: A Brief Global History with Sources* located at the following URL: <http://bcs.bedfordstmartins.com/strayerdocutext1e/>

Users will enter the activation code at this URL and will then be granted access to the eBook.

After one year of use per student account, the account will expire. Accounts are measured to 365 days from the date of creation. Instructors will be given adopters access and will not need to use the activation code to create their own accounts. FCSB must ensure that the applicable instructor(s) contact the applicable high school sales representative for activation of his or her instructor account.

This code is good for up to seven (7) years or 2,100 registrations, whichever comes first. After seven (7) years or 2,100 accounts have been activated, whichever comes first, this single activation code will no longer work.

FCSB is responsible for distributing the code. The code is non-refundable and non-transferable.

FCSB is responsible for ensuring that students and instructors in **Fauquier County Public Schools** do not share the activation code or otherwise make it available to users who are not students in the classes for which the eBook is intended.

Contractor will not be able to cancel unwarranted accounts nor will FCSB be able to reset activation code back if unwarranted use is discovered by the FCSB. All account creations are final and will count towards the total activation number **2,100** student accounts.

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