



FAUQUIER COUNTY SCHOOL BOARD

Contract # 23-12smc

Latin Levels 1-3, Units 1-4

This contract is entered into this 1st day of July, 2011, by Cambridge University Press, 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 fixed unit price(s) noted on Attachment B for the entire term of the agreement. Prices quoted are FOB Shipping Point, West Nyack, NY and do not include shipping charges. The Contractor shall pay all shipping costs above six percent (6%) on each order for the initial order and duration of the contract and shall charge whichever shipping cost is less, actual cost or not to exceed 6%; shipping charges shall be added to the invoice as a separate item. When possible, UPS is the preferred 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 within forty-five (45) days of receipt of a correct, accurate invoice. Ancillary Materials: Gratis items shall be offered for the duration of the agreement as noted on 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 07/01/2011 through 06/30/2018.

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.

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

CONTRACTOR:

By: Ken Clinton

Printed Name: Ken Clinton

Date: 9/8/11

FAUQUIER COUNTY SCHOOL BOARD:

By: Susan Monaco

Printed Name: Susan Monaco

Date: 9/8/2011

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 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. Contractor shall provide hands-on training on FCSB premises, initially for all staff and in subsequent years for new staff, as outlined in attachment B. Cambridge University Press agrees to provide initial product training for the Cambridge Latin Course at a time mutually agreed by the Press and Fauquier County. After the initial training, trainings in subsequent years will be for new staff and conducted on-line.
- 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. NIMAS files for the Cambridge Latin Course Student Books and Omnibus Workbooks are on file at NIMAC, filed under an older 10-digit ISBN as noted below and only for use in obtaining the NIMAS files: Cambridge Latin Course Student Book Unit 1 (0521782287)
Cambridge Latin Course Student Book Unit 2 (0521782295)
Cambridge Latin Course Student Book Unit 3 (0521782309)
Cambridge Latin Course Student Book Unit 4 (0521782317)
Cambridge Latin Course Omnibus Workbook Unit 1 (0521787475)
Cambridge Latin Course Omnibus Workbook Unit 2 (0521787416)
Cambridge Latin Course Omnibus Workbook Unit 3 (0521787432)
Cambridge Latin Course Omnibus Workbook Unit 4 (0521787459)
- 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
- 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. (Omitted from 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 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-~~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 VAILIDITY:** By signing this contract, Publisher 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.



CAMBRIDGE
UNIVERSITY PRESS

Cambridge Latin Course

Virginia Textbook Administrator's Information Sheet
Approved for Latin Levels 1, 2, 3 in Fauquier County, VA
Price Fixed July 1, 2011-June 30, 2018
Product Information

Latin Level 1 (Unit 1 & 2)

Student materials

9780521782289	Cambridge Latin Course Student Book Unit 1	© 2001	Qty. 100 @	\$31.05
9780521787475	Cambridge Latin Course Omnibus Workbook Unit 1	© 2001	Qty. 100	\$12.60*
9780521782296	Cambridge Latin Course Student Book Unit 2	© 2001	Qty. 100 @	\$31.05
9780521787413	Cambridge Latin Course Omnibus Workbook Unit 2	© 2001	Qty. 100	\$12.60*

Total Initial Adoption, Level 1: \$ 6,210.00

Teacher Materials

One Package 1 and one Package 2 provided at no charge per teacher of Latin Level 1

Cambridge Latin Course Teacher's Package 1
includes:

- Unit 1 Teacher's Manual
- Unit 1 Tests
- Unit 1 Audio CD

Cambridge Latin Course Teacher's Package 2
includes:

- Unit 2 Teacher's Manual
- Unit 2 Tests
- Unit 2 Audio CD

Also provided at no charge: TestCrafter CD-ROM for Units 1 - 4

Latin Level 2

Student materials

9780521782302	Cambridge Latin Course Student Book Unit 3	© 2002	Qty. 40 @	\$58.50
9780521787437	Cambridge Latin Course Omnibus Workbook Unit 3	© 2002	Qty. 40	\$16.20*

Total Initial Adoption, Level 2: \$ 2,340.00

Teacher Materials

One Package 3 provided at no charge per teacher of Latin Level 2

Cambridge Latin Course Teacher's Package 3
includes:

- Unit 3 Teacher's Manual
- Unit 3 Tests
- Unit 3 Audio CD

Also provided at no charge: TestCrafter CD-ROM for Units 1 - 4

ATTACHMENT B**Latin Level 3**Student materials

9780521782319	Cambridge Latin Course Student Book Unit 4 © 2003	Qty. 70 @	\$58.50
9780521787451	Cambridge Latin Course Omnibus Workbook Unit 4© 2003	Qty. 70	\$17.10*
Total Initial Adoption, Level 3:			\$ 4,095.00

Teacher Materials

One Package 4 provided at no charge per teacher of Latin Level 3

Cambridge Latin Course Teacher's Package 4
includes:

Unit 4 Teacher's Manual
Unit 4 Tests
Unit 4 Audio CD

Total Initial Adoption Order: \$ 12,645.00

Also provided at no charge: TestCrafter CD-ROM for Units 1 - 4

***Important Note:** For the *Cambridge Latin Course*, one copy of the corresponding Student Workbook will be provided at no charge for each Student Textbook ordered, for the length of the adoption. The following notation should be included on the purchase order: "Student workbooks are gratis as per contract" and then list the workbooks as a separate line item with ISBN number and put "free" or "gratis" in the price column.

Cambridge University Press ordering and staff information:

Steven Blatt - Customer Services
Cambridge University Press, The Americas
100 Brook Hill Drive
West Nyack, NY 10994
Phone (800) 431-1580 ext. 4368
Fax (845) 348-4545
Email: sblatt@cambridge.org

Shipping charges: Please estimate 6% of total order or actual cost, whichever is less, for shipping and handling; UPS is preferred when possible. Shipping cost must be broken out on all invoices; shipping is FOB Shipping Point or West Nyack, NY.

No-charge Teacher Packages should be requested, via email or phone, through your Cambridge representative for Virginia listed below:

Phone or email requests to:

Eve Walker
Toll free: 888-75-6575
ehwalker@cambridge.org