FAUQUIER COUNTY SCHOOL BOARD
TEXTBOOK CONTRACT # 36-14smc
French 4: Imaginez 2e

This contract is entered into this 10th day of December 2013, by **Vista Higher Learning** 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 four and one-half (4 1/2) 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 six percent (6 %) on each order, or as noted in either A6 or Attachment B; shipping charges shall be added to the invoice as a separate item. Delivery: The Contractor shall make deliveries no later than thirty (30) 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 at no charge to FCSB during the term of this contract or, 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 December 10, 2013 through June 30, 2018.

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: Debbie R. Secrist

Printed Name: Debbie R. Secrist

Date: Dec. 2, 2013

FAUQUIER COUNTY SCHOOL BOARD:

By: Susan R. Monaco

Printed Name: Susan R. Monaco, CPPO, CPPB

Date: Dec. 2, 2013

FAUQUIER COUNTY SCHOOL BOARD
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.

FAUQUIER COUNTY SCHOOL BOARD
TEXTBOOK CONTRACT # 36-14smc, Attachment B
Copyright: 2012

COST PROPOSAL

Quote Prepared On Nov 20, 2013
Quote Valid Through Feb 18, 2014
Payment Terms Net 30 Days
Quote No. 13112081

Prepared For	Prepared By
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Imaginez 2e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
60	978-1-61767-139-5	Imaginez 2e SE(HC) + SSPlus(SS & wSAM & vTxt)	$140.00	$8,400.00	$8,400.00
3	978-1-60576-896-0	Imaginez 2e/Revez Answer Key	$5.00	$15.00	$0.00
3	978-1-60576-948-6	Imaginez 2e Instructor Resource Manual	$0.00	$0.00	$0.00
3	978-1-60576-957-8	Imaginez 2e/Revez Lab MP3 CD	$0.00	$0.00	$0.00
3	978-1-60576-947-9	Imaginez 2e/Revez Testing Program	$0.00	$0.00	$0.00
3	978-1-60576-886-1	Imaginez 2e *Instructor Annotated Edition	$108.00	$324.00	$0.00
3	978-1-61767-009-1	Imaginez 2e *Instructor Resource Pack (w/IAE)	$155.00	$465.00	$0.00
3	978-1-60576-942-4	Imaginez 2e Film Collection DVD	$0.00	$0.00	$0.00
3	978-1-60576-895-3	Imaginez 2e Student Activities Manual	$68.00	$204.00	$0.00

Total Value	$9,408.00
Total Gratis	$1,008.00
Total Cost	$8,400.00
Est. Shipping (6%)	$564.48
Est. Grand Total Cost	**$8,964.48**

Special Instructions

Please include a copy of your signed and dated tax exemption certificate when sending in your purchase order.

To Order Contact Customer Service

Phone (800) 269-6311 ext. 1 | **Fax** (617) 426-5215
Email info@vistahigherlearning.com
Vista Higher Learning
500 Boylston St. Suite 620 Boston, MA 02116

Thank you for your business!