



FAUQUIER COUNTY SCHOOL BOARD
STANDARD TEXTBOOK CONTRACT # 03-18smc
Reading Adoption, Elementary Literacy & Intervention, Leveled Literacy Intervention

This contract is entered into this 1st day of July 2017, by *Greenwood Publishing LLC d/b/a Heinemann* 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 unless as otherwise noted on Attachment B (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 July 1, 2017 through June 30, 2024.

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: Publisher's Adoption Training Quote dated 3/2/17 and, Final Quote dated 2/9/17 which shall include List of Textbooks inclusive of Copyright year, 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: 
 Printed Name: Stephen Pergele
 Date: 4/3/17

FAUQUIER COUNTY SCHOOL BOARD:
 By: 
 Printed Name: Susan R. Monaco, CPPO, CPPB
 Date: 4/4/2017

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 outside of an FCPS building. 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.
- A18. **CONTRACT MODIFICATIONS:** During the term of this contract, if supplemental materials, additions or deletions are required at the request of FCSB, the Contractor shall review and sign a mutually agreeable contract modification, to be co-signed by FCSB and added to this original contract.
- A19. **ON-LINE ELECTRONIC TEXTBOOK COMPONENT INTERFACE:** Contractors shall provide any and all on-line electronic textbook components with the capacity and capability to interface with Blackboard, to maximize FCSB's use of the electronic component.

Sales Representative: Cam McIntyre, 8810 Avalon, Richmond, VA PH 703-408-6834, E-mail: cam@tceducation.net

*PAYMENTS/REMITTANCES TO: Greenway Publishing, LLC, d/b/a Heinemann, 15963 Collections Center Drive, Chicago, IL 60693,
E-mail: ar@heinemann.com PH 800-225-5800 FX 603-766-0597*

*PURCHASE ORDERS TO: Greenwood Publishing LLC d/b/a Heinemann, 361 Hanover Street, Portsmouth, NH 03801,
E-mail: custserv@heinemann.com PH 800-225-5800, FX 877-231-6980*

TEXTBOOK CONTRACT # 03-18smc, Attachment B

***Reading Adoption, Elementary Literacy & Intervention, Leveled Literacy Intervention
Initial Adoption Year Professional Development, based on PD for both Primary & Intermediate Kits***

Proposal

Date: March 2, 2017

To:
Steven Payne
Fauquier County Public Schools
320 Hospital Dr. Suite 40
Warrenton, VA 20186

From:
Gina Cullen
F&P On-site Specialist
800-541-2086 ext. 1124



361 Hanover Street • Portsmouth, NH 03801

Heinemann Professional Development is very pleased that you are interested in scheduling a series of professional development days with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

PROFESSIONAL DEVELOPMENT			
Proposed Service	Description	Proposed Dates	Pricing
<i>Leveled Literacy Intervention (LLI) Primary Training</i>	3-day, comprehensive training on <i>LLI Primary</i> . (\$2,900.00 per day) 30 participants maximum for grades K-2	TBD	\$8,700.00
<i>Leveled Literacy Intervention (LLI) Intermediate Training</i>	3-day, comprehensive training on <i>LLI Intermediate</i> . (\$2,900.00 per day) 30 participants maximum for grades 3+ <i>LLI Systems</i> must be purchased separately and is required for these training sessions. All costs are all-inclusive, covering consultant's per diem fees, all related travel expenses, plus cost of production, shipping, and handling of simulation materials.		\$8,700.00
Quote is valid for 60 days		Total Estimated Cost	\$17,400.00

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DEDICATED TO TEACHERS™

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 Portsmouth, NH 03801-3912

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(603) 431-4971

www.heinemann.com

February 9, 2017

Fauquier County Public Schools
 320 Hospital Drive, Suite 40
 Warrenton, VA 20186

We have please to provide you with the following quote for Leveled Literacy Intervention systems:

ISBN	Item #	Title/Grade/Reading Level/Copyright	Qty	Cost per	Total
978-0-325-06077-4	E06077	Leveled Literacy Intervention Kindergarten, Levels A-C, 2 nd Edition/2017	11	\$2,900.00	\$31,900.00
978-0-325-06079-8	E06079	Leveled Literacy Intervention Grade 1, Levels A-J, 2 nd Edition/2017	11	\$3,416.00	\$37,576.00
978-0-325-06080-4	E06080	Leveled Literacy Intervention Grade 2, Levels C-N, 2 nd Edition/2017	11	\$3,324.00	\$36,564.00
978-0-325-06047-7	E06047	Leveled Literacy Intervention Grade 3, Levels L-Q, 1 st Edition/2015	11	\$4,950.00	\$54,450.00
978-0-325-02852-1	E02852	Leveled Literacy Intervention, Grade 4, Levels O-T, 1 st Edition/2013	11	\$4,950.00	\$54,450.00
978-0-325-06078-1	E06078	Literacy Continuum, Expanded Edition/2016	20	\$65.63	\$1,312.60
		Subtotal			\$216,252.60
		Shipping to one location @ 5%			\$10,812.63
		Product Total			\$227,065.23
978-0-325-02833-0	E02833	Online Data Management System, Version 2 - yearly teacher subscription after year one - A single one-year teacher subscription is included with each purchase of LLI/2009		\$30.00	\$30.00
		Total			\$227,095.23

Note: Pricing valid for four years/to 2021, with right to increase pricing for years 5-7 by no more than 4% maximum

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Professional Development				
LLI Primary Training		3-day comprehension training on LLI Primary – Orange, Green & Blue (\$3,200 per day)	LLI Primary Day 1&2 TBD	\$9,600.00
			LLI Primary Day 3 TBD	
LLI Intermediate Training		3-day comprehensive training on LLI intermediate – Red & Gold (\$3,200 per day)	LLI Intermediate Training Day 1&2 TBD	\$9,600.00
			LLI Intermediate Day 3 TBD	
		One-day Custom Follow-Up seminar for teachers who were previously trained by Heinemann on LLI (\$3,200 per day, max of 30 participants)		\$3,200.00
Maximum number of participants is 30 for LLI seminars		LLI Systems must be purchased separately and is required for these training sessions All costs are all-inclusive, covering consultant's per diem fees, all related travel expenses, plus cost of production, shipping, and handling of simulation materials.		
		Total Estimated PD cost		\$22,400.00
		Grand total for both product and PD		\$249,495.23

Optional purchases after year 1				
978-0-325-09326-0	E09326	Leveled Literacy Intervention Kindergarten, Levels A-C, Take Home Book Package, 2 nd Edition (6-pack of each title)	Per package	\$515.00
		Individual Take Home Books (6-packs)	Per pack	\$5.00
978-0-325-08848-8	E08848	Leveled Literacy Intervention Grade 1, Levels A-J, Take Home Book Package, 2 nd Edition (6-pack of each title),	Per package	\$595.00

Note: Professional Development costs for years 2-7 as noted on this page
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		Individual Take Home Books (6-packs)		Per pack	\$5.00
978-0-325-02109-6	E02109	Leveled Literacy Intervention Grade 2, Levels C-N, Take Home Book Package (6-pack of each title), 2009		Per package	\$540.00
		Individual Take Home Books (6-packs)		Per Pack	\$5.00
978-0-325-02112-6	E02112	Primary System Student Folders (18 pack)			\$14.00
978-0-325-02110-2	E02110	My Writing Book Package (18 pack)			\$27.50
978-0-325-02111-9	E02111	Take-Home Bags Package (6 pack)			\$19.00
978-0-325-04634-1	E04634	Intermediate Systems Student Folders (16-pack)			\$13.00
978-0-325-06070-5	E06070	Red System Literacy Notebooks (16 pack)			\$70.00
978-0-325-04835-2	E04835	Gold System Literacy Notebooks (16 Pack)			\$70.00
978-0-325-04635-8	E04635	Student Portfolios (4 pack)			\$27.50
978-0-325-06058-3	E06058	Red System Test Preparation Booklets Level L (16 pack)			\$31.50
978-0-325-06060-6	E06060	Red System Test Preparation Booklets Level M (16 pack)			\$31.50
978-0-325-06062-0	E06062	Red System Test Preparation Booklets Level N (16 pack)			\$31.50
978-0-325-06064-4	E06064	Red System Test Preparation Booklets Level O (16 pack)			\$31.50
978-0-325-06066-8	E06066	Red System Test Preparation Booklets Level P (16 pack)			\$31.50
978-0-325-06068-2	E06068	Red System Test Preparation Booklets Level Q (16 pack)			\$31.50
978-0-325-04837-6	E04837	Gold System Test Preparation Booklets Level O (16 pack)			\$31.50
978-0-325-04839-0	E04839	Gold System Test Preparation Booklets Level P (16 pack)			\$31.50
978-0-325-04841-3	E04841	Gold System Test Preparation Booklets Level Q (16 packs)			\$31.50
978-0-325-04843-7	E04843	Gold System Test Preparation Booklets Level R (16 pack)			\$31.50
978-0-325-04845-1	E04845	Gold System Test Preparation Booklets Level S (16 pack)			\$31.50
978-0-325-04847-5	E04847	Gold System Test Preparation Booklets Level T (16 pack)			\$31.50