

Washoe County School District

MASTER PRICE AGREEMENT FOR
SUPPLY AND USE OF TEXTBOOKS BY THE WASHOE COUNTY SCHOOL DISTRICT

THIS PRICE AGREEMENT is made and entered into by and between Washoe County School District hereinafter referred to as Purchaser, and Vista Higher Learning Publishing Company hereinafter referred to as Provider, who mutually agrees as follows:

1. The term of this agreement for Imagina 3rd Edition shall be seven years from July 1, 2018 to June 30, 2025. After completion of the fourth year of adoption, the Provider may request a one-time price increase for the remaining three years of the adoption period at a price not more than the current price being charged to other school districts.
2. Provider certifies that the prices set forth in Schedule A/A.1 represents the lowest price Provider has charged for the same textbook and related support materials anywhere in the continental United States to meet the standards of "most favored nations" clause. If at any time during the life of this agreement, lower prices are utilized, Provider agrees to immediately disclose this information to Purchaser and modify the agreed price (Schedule A/A.1) to reflect the lower amount. Washoe County School District shall be able to negotiate for ancillary, related support material, and/or gratis material.
3. Depository(s) will be designated by Washoe County School District and approved by the Provider. The Depository will be from a shipping point(s) in the State of Nevada or from a state contiguous to Nevada. The cost of transportation beyond such shipping point(s) is to be paid by Washoe County School District. If Washoe County School District and Provider agree, purchase may be made direct from the Provider.
4. Provider agrees to: (a) furnish and make available for sale at all times throughout the terms of this agreement, sufficient quantities of the adopted instructional materials to supply the needs of Purchaser, and (b) pay a delay of delivery fee at the rate of one percent (1%) per day of the undelivered portion of the purchase order, if the Provider fails to deliver within 45-days of the date the purchase order was received by the designated supplier, unless otherwise agreed. The total penalty for any delivery shall not exceed the value of the undelivered portion of the purchase order.
5. In cases where the Purchaser agrees to include a more recent copyright ("compatibility") for an adopted textbook and support materials at the request of Provider, the original agreed price shall prevail for the life of the agreement for both the original and compatible materials.
6. Provider agrees that textbooks and designated support materials will be equal or superior to the sample deposited with Purchaser in printing, binding, quality of paper and other essential features. Provider agrees to replace any textbook that fails (including, but not limited to broken binding, unreadable printing, wrinkled pages etc.), because it is not equal in quality to the sample of same item deposited by Provider with Purchaser. Such replacement will be at Provider's expense including all related shipping charges.

7. Provider agrees to provide appropriate staff development and/or services as reasonably requested by Washoe County School District, in accordance with Provider's standard practices with respect to providing such types of services and support. The specific terms of this item shall be addressed in the Washoe County School District's Schedule A1.
8. Provider agrees to indemnify and save and hold the Purchaser, Washoe County School District, its agents and employees harmless from any and all claims, causes of action or liability arising from the failure of the performance of this agreement by Provider or Provider's agents or employees.
9. If sufficient cause exists for Purchaser to change or revoke this agreement, such change or revocation will not be considered a breach of the agreement, and the Purchaser may terminate the agreement without termination charge or penalty upon issue of written notification to Provider stating the reasons for such determination. Sufficient causes may include; for example, performance of an interim adoption, revision of curriculum, revocation of a textbook adoption, lack of funds, cultural and/or racial diversity standards, and subversive or sectarian content. Provider guarantees that there is no subversive or sectarian doctrine, as determined by the laws of Nevada and the United States, in any of the textbooks covered by this agreement.
10. Notwithstanding any provision of Paragraph 9 to the contrary, Purchaser shall not terminate this agreement based on a claim that Provider has failed to satisfactorily perform a material obligation on its part, unless Purchaser first gives Provider not less than thirty (30) days prior written notice that Purchaser intends to terminate this agreement and the reasons for such termination, and Provider does not cure such specified performance failure to Purchaser's satisfaction prior to the expiration of the such 30 day cure period. If Provider fails to cure the specified performance failure during such period, then termination of this agreement shall be effective at the end of the 30-day period.

By _____
Traci Davis, Superintendent of Washoe County School District

Date

TEXTBOOK COMPANY

By  _____
Authorized Signature/Title

10/6/2017

Date

**SCHEDULE A
TEXT MATERIALS BID SHEET**

Contact: Maria Munoz, Instructional Materials Program Coordinator
 Washoe County School District
 380 Edison Way
 Reno, NV 89502
 mmmunoz@washoeschools.net
 FAX: (775) 861-1216

WASHOE COUNTY SCHOOL DISTRICT
 RENO, NEV ADA 89512

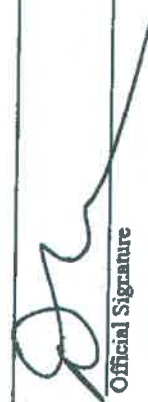
**CONTRACT PERIOD:
 FROM 7/1/18 until 6/30/25**

TYPE ALL DATA

Publisher Vista Higher Learning						
Subject Area Spanish level 4						
Readability Level (Identify Formula) N/A						
Series Name (if any)						
Titles of Text	Edition	Grade Level	Main Author	ISBN Number AND Publisher Catalog Number	Copy Right	School Price
NOTE: Please use a separate form for each grade level. List text on Schedule A Text Materials Bid Sheet and supplements on A.1 Supplementary Materials Bid Sheet.						
See Attached.						

10/6/2017

Date


 Official Signature

PLEASE NOTE: If your materials are adopted by Washoe County School District, Schedules A/A.1 Supplementary Materials Bid Sheets will become the official contract. Please have the appropriate official sign each of these Pages.

Washoe County School District
 Master Price Agreement-1A-07

SCHEDULE A.1

SUPPLEMENTARY MATERIALS BID SHEET

Contact: Maria Munoz, Instructional Materials Program Coordinator
 Washoe County School District
 380 Edison Way
 Reno, NV 89502
 mmunoz@washoeschools.net
 FAX: (775) 861-1216

WASHOE COUNTY SCHOOL DISTRICT
 RENO, NEVADA 89512

CONTRACT PERIOD:
 FROM 7/1/18 until 6/30/25

TYPE ALL DATA

Publisher Vista Higher Learning Subject Area Spanish Level 4 Series Name (if any) Imagina 3rd Edition			
Title of Corresponding Text(s) Imagina 3rd Edition			
Supplemental Materials Description Imagina 3e Student Activities Manual (10-Pack)	Copy-right 2015	ISBN Number AND Publisher Catalog Number 978-1-62680-100-4	Free Materials Ratio Free workbooks for first year of adoption
			School Price \$455.00


 Official Signature
 Date **10/6/2017**

PLEASE NOTE: If your materials are adopted by Washoe County School District, Schedules A/A.1 Supplementary Materials Bid Sheets will become the official contract. Please have the appropriate official sign each of these Pages.

Title of Text	Edition	Grade Level	Main Author	ISBN Number	Copyright	School Price
Imagina 3e SE(HC) + SSPlus(VTxt) (7Y)(e)	3rd edition	8-12	José A. Blanco & C. Cecilia Tocalmaza-Hatch	978-1-68004-928-2	2015	\$170.00
Imagina 3e SE(HC) + SSPlus(VTxt) + wSAM (7Y)(e)	3rd edition	8-12	José A. Blanco & C. Cecilia Tocalmaza-Hatch	978-1-68004-929-9	2015	\$205.00
Imagina 3e Supersite Plus(VText) (7Y)(e)	3rd edition	8-12	José A. Blanco & C. Cecilia Tocalmaza-Hatch	978-1-68004-930-5	2015	\$180.00
Imagina 3e Supersite Plus(VText) + wSAM (7Y)(e)	3rd edition	8-12	José A. Blanco & C. Cecilia Tocalmaza-Hatch	978-1-68004-931-2	2015	\$215.00