

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 Pearson Education, Inc.
Publishing Company hereinafter referred to as Provider, who mutually agrees as follows:

1. The term of this agreement for El. Stats, Thinking Mathematically, [REDACTED]
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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

4.12.2017

 Date

**PEARSON EDUCATION INC., CONDITIONS AND EXCEPTIONS TO
Washoe County School District
RFP # 2017G
Probability/Statistics with Discrete Mathematics and Pre-Calculus
with Trigonometry Mathematics Program Materials**

Pearson Education, Inc. ("Pearson"), as part of its response to the Washoe County School District (the "District" or "Customer"), submits the following conditions and/or exceptions with respect to the above-referenced Request for Proposal ("RFP"). Pearson understands that the terms of the final agreement may be subject to further negotiations between the District and Pearson in the event the District awards a contract pursuant to the RFP.

GENERAL CONDITION: Any digital products and/or services provided by Pearson to the Customer shall be governed exclusively by the terms and conditions of Pearson's then-current agreement applicable to the services to be provided by Pearson or the products being licensed. Sample license agreement(s) are available upon request. If requested by the Customer, Pearson will negotiate in good faith with the Customer regarding the possible inclusion of additional or modified provisions in Pearson's applicable license agreements, whether such terms arise from the Customer's RFP document or otherwise.

In connection with any digital products being offered under this RFP, Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. This will allow Pearson to continue to deliver the most up-to-date content and technology to customers. The Customer will be notified of any change prior to the beginning of the new school year.

SPECIFIC CONDITIONS AND EXCEPTIONS: Without in any way limiting the generality of the foregoing, Pearson's response to the RFP is subject to the following specific conditions and exceptions, wherever located. Again, Pearson is willing to discuss these conditions and exceptions, as well as any other proposed agreement terms, with the District.

Master Price Agreement For Supply And Use Of Textbooks By The School Districts Of The State Of Nevada

Page 1, Section 2: Given the varying nature of the products and services offered by Pearson and the different quantities and implementation plans required by customers, Pearson does not offer "most favored nation" pricing and therefore takes exception to this clause.

Page 2, Section 9: Pearson proposes the following alternate language:

Pearson shall indemnify the District and hold the District harmless against any loss, damage, liability, claim or expense resulting from injury or death to any person or from damage to any tangible property resulting from Pearson's performance of the agreement. Notwithstanding the foregoing, Pearson shall only be responsible for any loss, damage, liability, claim or expense to the extent that (1) it is alleged and established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of Pearson or its employees or agents; and (2) Pearson is given prompt written notice of any such claim and is accorded the opportunity, at its own expense, to handle the defense against any such claim. The defense and/or settlement of any such claim by the District without such notice and opportunity to Pearson shall relieve Pearson of any further obligations with regard to any such claim.

Page 2, Section 10: As a point of clarification, any termination or cancellation of the agreement for convenience will not result in any refund or credit for products and services already delivered, or for the remaining balance of any unused subscription period.

SCHEDULE A

TEXT 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

Bid Name: Probability/Statistics with Discrete Mathematics and Pre-Calculus
 with Trigonometry Mathematics Program Materials
 Bid Number: 2017G
 Opening Date: April 14, 2017

CONTRACT PERIOD:

FROM: July 1, 2018 **TO:** June 30, 2025

TYPE ALL DATA

Publisher	Pearson Education, Inc.
Subject Area	Probability/Statistics w/ Discrete Mathematics
Readability Level (Identify Formula)	

Series Name (if any) Custom Edition - Utilizing Elementary Statistics and Thinking Mathematically (or a combination of other 3rd/4th year Pearson titles that meet the needs of the course objectives.)

Title(s) of Text 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.	Edition	Grade Level	Main Author	ISBN Number AND Publisher Catalog Number	Copy Right	School Price
Probability/Statistics w/Discrete Mathematics Student Edition 1-year access to MathXL for School (combination of Elementary Stats & Thinking Mathematically)	Custom	11-12	Elem Statistics; Larson, Farber Thinking Mathematically; Blitzer	Custom: TBD (combined 9780133541441 & 9780133551907)	2015	\$140.97 - \$200.97
Probability/Statistics w/Discrete Mathematics Student Edition + w/6-year access to MathXL for School (combination of Elementary Stats & Thinking Mathematically)	Custom	11-12	Elem Statistics; Larson, Farber Thinking Mathematically; Blitzer	Custom: TBD (combined 9780133541441 & 9780133551907)	2015	\$140.97 - \$200.97
Probability/Statistics w/Discrete Mathematics Student Edition + w/6-year access to MyMathLab for School	Custom	11-12	Elem Statistics; Larson, Farber Thinking Mathematically; Blitzer	Custom: TBD (combined 9780133541441 & 9780133551907)	2015	\$140.97 - \$200.97

Signature:  Date: 4/12/17

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

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

Bid Name: Probability/Statistics with Discrete Mathematics and Pre-Calculus
 with Trigonometry Mathematics Program Materials
 Bid Number: 2017G
 Opening Date: April 14, 2017

CONTRACT PERIOD:

FROM: July 1, 2018 **TO:** June 30, 2025

TYPE ALL DATA

Publisher	Subject Area	Series Name (if any)	Title of Corresponding Text(s)	Supplemental Materials Description	Copy-right	ISBN Number AND Publisher Catalog Number	Free Materials Ratio	School Price
Pearson Education, Inc.	probability/Statistics w/ Discrete Mathematics	Elementary Statistics & Thinking Mathematically - Combine Custom Edition	Elementary Statistics & Thinking Mathematically - Combine Custom Edition		2015	9780134192390	*One per classroom teacher with a minimum classroom purchase of 75 Level 1 student editions 7-year subscription (75:1)	\$117.97
					2015		Online Only -- w/Purchase of Program	
					2015	9780321914873	*One per classroom teacher with a minimum classroom purchase of 75 Level 1 student editions 7-year subscription (75:1)	\$117.97
					2015		Online Only -- w/Purchase of Program	

Maria Munoz
 Signature

4/12/2017
 Date

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