



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

June 19, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Pearson Education, Inc. Operating as Pearson Learning Solutions
Dollar Approval Request-Sole Source

On June 5, 2012, the Board approved the adoption of a new state mandated course-*Math for College Readiness*. In addition, the Board approved materials used for this state mandated course are custom packages containing the following components (see attached quote): 1,566 units of Intermediate Algebra Nasta, Martin-Gay, MathXL for School custom bundle (use for 3 years), Intermediate Algebra Student Organizer, and Teacher Materials totaling \$179,292.59. The above-referenced materials are a sole source as Pearson Education, Inc. is the publisher and copyright owner. The materials covered under this contract are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(7).

It is my recommendation that the Board approve the above referenced purchase totaling \$179,292.59. Due to the dollar amount exceeding \$50,000, this request is being forwarded for your consideration and subsequent approval.

Should you have any questions or wish to discuss this further, please contact me at your convenience.

KDG/sb

Date/Time: June 13, 2012 08:58:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

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Curriculum and Instructional Services
Jill Nielsen, Supervisor
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352/524-2717
E-mail: jnielsen@pasco.k12.fl.us

**MEMORANDUM
MA-011-012**

June 6, 2012

To: Kendra Goodman, CPPO, CPPB, Purchasing Agent

From: Jill Nielsen, Supervisor of Curriculum and Instructional Services, Mathematics *dn*
Vanessa Hilton, Director of Curriculum and Instructional Services *VH*
Wendy Spriggs, Director of Instructional Media and Technology Services *W*

Subject: Approval of the Contract to Purchase Instructional Materials from Pearson

History

As required by HB 1255 from 2011, the District has developed a new course - Math for College Readiness (1200700), which will serve to enhance the college and career readiness of those students who have not demonstrated that readiness on the PERT test (or other concordant scores). Florida has no state adopted textbook for this course. The materials chosen for this new state mandated course, Math for College Readiness, are the Intermediate Algebra package by Martin-Gay, a Pearson Prentice-Hall product which is not available from the Florida School Book Depository, so we propose purchasing directly from the publisher.

This package and others were reviewed by a committee of Pasco mathematics teachers/experts and was determined to be the best available resource. These are the same materials currently being used by Pasco-Hernando Community College for the Dual Enrollment course on which the state based its requirements. The Pearson materials also follows the lead established by English/Language Arts last year as they adopted the partner Pearson product for the state required English 4: College Prep course and use the same software platform providing consistency for students enrolled in both courses. This Intermediate Algebra textbook package allows the District to offer this new course in a variety of formats: the virtual school model through Pasco eSchool, the blended model with materials online and a teacher in the classroom, and the traditional model with students using textbooks in class.

Description

The custom package components described in the contract will permit the District to offer the new course in a variety of formats: the virtual school model through Pasco eSchool, the blended model with materials online and a teacher in the classroom, and the traditional model with students using textbooks in class.

Action Requested

Approval of the contract in the amount of \$179,306.14 between the District School Board of Pasco County and Pearson Education, Inc., Operating as Pearson Learning Solutions for the purchase of custom packages with the following components: Intermediate Algebra Common Core, 6th Edition, Martin-Gay; **MathXL for School** (use for 3 years); Intermediate Algebra Student Organizer; Teacher Materials (Annotated Instructor's Edition, Interactive DVD Series, Test Generator, Student Solutions Manual, and Student Organizer).

JN/LW

cc: Ruth Reilly, Assistant Superintendent for Curriculum and Instructional Services; Tina Tiede, Assistant Superintendent for Secondary Schools; Beth Brown, Executive Director for Secondary Schools; Lori Wiggins, Supervisor for Curriculum and Instructional Services

Pasco County Schools Custom Bundle Intermediate Algebra + Student Organizer and MathXLforSchool 3 Yr Proposal

Sales Rep: William Shelley
 PASCO CO SCHOOL DISTRICT
 7227 Land O Lakes Blvd
 Land O Lakes FL, 34638
 Phone: () -

| Description | ISBN | Price | Quantity | | Total | |
|--|---------------|--------|----------|--------|--------------------|---------------------|
| | | | Frees | Charge | Frees | Charge |
| MARTIN-GAY INTERMEDIATE ALGEBRA NASTA + MATHXLFOR SCHOOL CUSTOM BUNDLE + STUDENT ORGANIZER | 1256718106 | 106.01 | 69 | 1,566 | 7,314.69 | 166,011.66 |
| INTERMEDIATE ALGEBRA INTERACTIVE DVD SERIES | 9780321785596 | 25.97 | 50 | 0 | 1,298.50 | 0.00 |
| INTERMEDIATE ALGEBRA INSTRUCTORS EDITION | 9780321785947 | 99.97 | 50 | 0 | 4,998.50 | 0.00 |
| MARTIN-GAY INTERMEDIATE ALGEBRA NASTA TEST GEN EXAM GENERATOR | 9780132850384 | 49.97 | 50 | 0 | 2,498.50 | 0.00 |
| INTERMEDIATE ALGEBRA STUDENT SOLUTIONS MANUAL | 9780321785529 | 18.97 | 50 | 0 | 948.50 | 0.00 |
| INTERMEDIATE AND BEGINNING ALGEBRA SOLUTIONS MANUAL, POWERPOINTS, RESOURCE MANUAL | ONLINE ONLY | 299.97 | 50 | 0 | 14,998.50 | 0.00 |
| INTERMEDIATE ALGEBRA STUDENT ORGANIZER | 9780321785312 | 9.97 | 50 | 0 | 498.50 | 0.00 |
| BEGINNING ALGEBRA INSTRUCTORS EDITION | 9780321785282 | 99.97 | 50 | 0 | 4,998.50 | 0.00 |
| Purchase Subtotal | | | | | \$37,554.19 | \$166,011.66 |
| Shipping & Handling | | | | | 8% | \$13,280.93 |
| Proposal Total | | | | | \$37,554.19 | \$179,292.59 |

* Prices effective through Sept. 30, 2012.
 ** Prices do not include applicable taxes.
 *** Titles are subject to change without notice.

Note: This is a cost proposal. It is not a formal contract.

Pearson
 Curriculum Customer Service
 PO Box 2500
 145 S. Mt. Zion Road
 Lebanon, IN 46052
 Phone 1-800-848-9500 or Fax 1-877-260-2530
 Monday-Friday, 8am - 5pm EST; 8am - 6pm DST
 Order OASIS: <http://k12oasis.pearson.com>

For additional information regarding product go to:
<http://www.pearsonschool.com>

PEARSON

ALWAYS LEARNING

CONTRACT REVIEWED
 AND APPROVED:
KAG
 6-12-12

Pearson Learning Solutions Addendum

Effective Date: May 15, 2012

Parties: This Addendum is made between:

| Customer |
|------------------------------|
| Pasco County School District |
| 7227 Land O' Lakes Boulevard |
| Land O' Lakes, FL 34638 |
| |

| Pearson |
|---|
| Pearson Education, Inc. |
| Operating as Pearson Learning Solutions |
| 501 Boylston Street, Suite 900 |
| Boston, MA 02116 |

Background: Customer entered into a Pearson Learning Solutions Agreement dated July 14, 2011 (the "PLS Agreement") for the adoption and use of certain Pearson Products (as defined in the PLS Agreement). Customer now desires to enter into this Addendum to amend and /or supplement one or more of the provisions contained in the PLS Agreement.

1. Attachment 1 of the PLS Agreement shall be amended by incorporating those additional Pearson Products listed in the Table set forth in the Attachment to this Addendum.
2. Except as specifically provided for in this Addendum, all other terms and conditions of the PLS Agreement shall remain in full force and effect, and each party hereto agrees to be bound by the terms thereof. The PLS Agreement shall govern the terms of use regarding the Pearson Products described in this Addendum.

Acceptance & Authority: By signing below, each party accepts this Addendum (including Attachment 1) and represents that the individual executing this Addendum on behalf of a party has been authorized by all necessary actions (corporate or otherwise) to bind such party.

Pasco County School District

Pearson Education, Inc.

Signature
 Joanne Hurley

Printed Name
 District School Board of Pasco County
Title
 Board Chairperson

Date of Signature

Signature

Printed Name

Title

Date of Signature

CONTRACT REVIEWED
 AND APPROVED:
Kayla 6-12-12

Attachment 2:

General Terms & Conditions

Termination. This Agreement may be terminated by either party in the event of a material breach hereof by the other party, effective on sixty (60) days' prior written notice; provided that, during such sixty (60) day notice period, the breaching party fails to cure the breach to the reasonable satisfaction of the non-breaching party. Either party may also terminate this Agreement upon the other party's dissolution, liquidation, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for Customer's business or property. On expiration or termination of this Agreement, each party shall promptly remit to the other all unpaid monies due, or to become due, under this Agreement. Customer further agrees to cease all access and use of the Pearson Products, and provide written notification from an officer of Customer to that effect. Those provisions which by their nature are intended to survive any termination or expiration of this Agreement shall survive such termination or expiration.

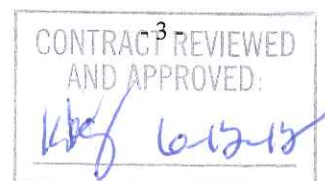
Ownership; Restrictions on Use. All right, title and interest in and to the Pearson Products and the content, materials and data contained therein, and any derivative works thereof is expressly reserved by Pearson (collectively, the "Pearson Materials"). Nothing in this Agreement will be construed to prevent Pearson from selling, licensing, using, repurposing or permitting any third party to use the Pearson Materials. Except as expressly set forth in this Agreement, all rights with regards to the Pearson Products offered herein are reserved by Pearson and under no circumstances shall Customer or any students resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the Pearson Products or the content contained therein without the express written permission of Pearson. Customer will indemnify and hold harmless Pearson from any demand, claim, suit, action, proceeding, cost, damages, and expenses, including reasonable attorneys' fees, arising out of any third party claim regarding the distribution, alteration or unauthorized use of the Pearson Products in any manner and to any extent not authorized in this Agreement, subject to §768.28, Florida Statutes and arising out of Customer's negligence regarding any third party claim ... Each party will provide the other with notice of any such claim. Pearson will have the right to defend and settle any such claim with counsel of its choosing or to tender the defense to Customer. Customer agrees to cooperate with Pearson, its insurers and attorneys, and provide reasonable assistance in defending against any such claim.

Reservation of Rights. Except as specifically set forth in this Agreement, Customer agrees that it acquires no rights to use, display, market, license or promote (including but not limited to marketing tools, promotional or preview use allowances, printing allowances, cut/paste allowances or lending or sharing rights) in connection with its rights under this Agreement or any Authorized Users' use of the Pearson Products. Unless otherwise agreed to in writing by the parties, in no event will Customer or its Authorized Users have the right to further distribute, display or transmit the Pearson Products to anyone else including (i) in any physical form (CDs, DVDs, portable media, etc.), or (ii) in portions or in parts less than the complete eBook and (iii) in or as any derivative work.

Personal Use Only. Customer agrees that the online Pearson Products are intended to be used solely by Authorized Users solely for individual, personal, non-commercial and non-transferable use in accordance with this Agreement and are not otherwise to be shared, copied, distributed or hosted online. Customer agrees that it will notify Authorized Users of these restrictions.

Cessation of Use. Notwithstanding Customer's rights to use the Pearson Products, Pearson may require Customer to promptly cease (within three business days) using any Pearson Products, if (i) Pearson notifies Customer that Pearson no longer has the necessary rights to the Pearson Materials contained therein or the Pearson Product has been discontinued, (ii) Pearson believes cessation is necessary to limit or avoid liability or (iii) Pearson is otherwise required by law or court order to cease and desist. In such events, Pearson will use commercially reasonable efforts to replace, at no cost to Customer, any affected Pearson Products with other materials to be used by Customer pursuant to the terms of this Agreement.

Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, PEARSON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PEARSON DOES NOT WARRANT THAT THE PEARSON PRODUCTS WILL MEET



CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESSED WARRANTIES PROVIDED IN THIS AGREEMENT.

Use of Marks. Each party owns certain trade names and trademarks (collectively, "Marks"), and such Marks are and will remain the exclusive property of such party. This Agreement gives the other party no rights therein, and the other party will never assert any rights therein; provided, however, that Customer grants to Pearson a non-exclusive, non-royalty bearing license to reproduce Customer's Marks in conjunction with the publication and sale of the Pearson Products. Customer further agrees not to remove or alter any trademark or other proprietary notice in or on any Pearson Product.

LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE PEARSON PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PEARSON'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S USE OF THE PEARSON PRODUCTS WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PEARSON PRODUCT GIVING RISE TO THE CLAIM. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF LIMITATIONS OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTIES.

Assignment. This Agreement will be binding on the parties and their respective successors and permitted assigns. Customer may not assign its rights or delegate its obligations under this Agreement to any third party without the prior written consent of Pearson.

Publicity. Neither party will issue any press release concerning its relationship with the other, without the other party's prior written consent (not to be unreasonably withheld).

Confidentiality. Neither party will disclose the terms of this Agreement to any third party without the other party's prior written consent, except as required by law.

Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, labor conditions, shortages in materials or equipment, riots, insurrection, fires, earthquakes, floods, storms, explosions, acts of God, war, terrorism, acts of civil or military authority, governmental action, unavailability of energy or communication resources, unavailability of internet service, network outages, or any other cause which is beyond the reasonable control of such party.

Governing Law and Venue. This Agreement will be governed by the laws of the State of Florida, excluding principles of conflicts of law.

Entire Agreement. This Agreement, together with any attachments and schedules hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Pearson and Customer by their duly authorized representatives.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by electronic signatures, facsimile or PDF transmission.



SCHOOL DIVISION

Pearson Education
One Lake Street
Upper Saddle River, NJ
07458

V: (201) 236-6897
F: (201) 236-5608

www.PearsonSchool.com

May 11, 2012

Pasco County School District
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

RE: Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Pearson Education, Inc. publishing as Pearson Learning Solutions, is the sole source publisher and copyright owner for the items below, and that these items are sold and distributed exclusively by Pearson Education, Inc. and its affiliates. These items must be purchased directly by institutions from Pearson Education, Inc. and its affiliates.

| Custom Package Component | ISBN |
|---|---------------|
| Intermediate Algebra <u>Common Core</u> Student Organizer, 6 th Edition, Martin-Gaye | <u>JBA</u> |
| Intermediate Algebra Common Core, 6 th Edition, Martin-Gaye | TBA |
| MathXL for School <u>1650 students X 3 years = 4950 access cards.</u> | 9780321600554 |

Shipping and handling charges of approximately 8-10% will be prepaid and added to your invoice. Our federal tax ID number is 22-1603684. If you need assistance with your order or have any questions, our toll-free customer service phone number is 800-848-9500, Monday-Friday, 8 a.m. to 6 p.m. EST.

Sincerely,

Richard Hrazanek

Supervisor, Adoption Administrator
Pearson School
V: (201) 236-6897
E: Richard.hrazanek@pearson.com

Pearson 5/23/12 6:56 PM

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Pearson 5/10/12 9:00 PM

Deleted: (to include eBooks described above), 3000 student online access for 3-years