

## NOTICE OF SOLE SOURCE PROCUREMENT

**Date:** Tuesday, August 19, 2008

**Vendor/Contractor:** **School Improvement Network**

**Contract Amount:** \$194,985.00

**Description of Services:** On-line professional development

**Sole Source Determination:** Copyrighted materials purchased directly from the publisher.

**Date of Award:** TBD

AUG19:08 PM 3:41 VBPS



# VIRGINIA BEACH CITY PUBLIC SCHOOLS

A H E A D O F T H E C U R V E

## *Office of Organizational Development*

### **MEMORANDUM**

**TO:** J. Kevin Beardsley, Director  
Office of Purchasing Services

**FROM:** Toni M. Patterson, Director *Toni Patterson*  
Office of Organizational Development

**SUBJECT:** **SOLE SOURCE REQUEST**

**DATE:** August 19, 2008

**COMPANY:** School Improvement Network

School Improvement Network is the developer and sole source provider for the professional development online service, PD 360-Professional Development On Demand, and all video programs associated with PD 360.

The software entitled PD 360 provides comprehensive online professional development training that will meet the needs of our school district. Teachers and administrators can use PD 360 to access Video Journal of Education programs. Our district will have access to hundreds of searchable learning segments, over 1,000 best practice examples showing teachers what effective teaching actually looks like and follow-up tools to help teacher know how to implement improved practices. The Office of Organizational Development found this program to be superior to similar online professional development programs.

APPROVED: Elizabeth E Taylor DATE: 8-19-08

Approved for sole source J. Kevin Beardsley 8/19/08

  
**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
 A H E A D O F T H E C U R V E  
**NON-EMPLOYEE CONTRACT FOR SERVICES**

<b>CONTRACTOR:</b>	<u>School Improvement Network</u>
<b>SCHOOL/DEPARTMENT:</b>	<u>Office of Organizational Development</u>
<b>PURPOSE/SERVICES:</b>	PD 360 Professional Development On-Demand will provide web-based, on-demand professional learning resources that support VBCPS in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. License includes unlimited access to: <ul style="list-style-type: none"> <li>▪ The entire teacher and leadership library.</li> <li>▪ Technical support and installation.</li> <li>▪ All content upgrades and program updates.</li> <li>▪ Facilitator guides, reporting, and functionality.</li> </ul> Please see sole source letter attached.
<b>CONTRACT DATES:</b>	<u>September 1, 2008 to September 1, 2010</u>
<b>COST OF SERVICES:</b>	<u>\$69, 995.00; see payment schedule below</u>

**PAYMENT SCHEDULE:** VBCPS hereby agrees to payment as follows:

a. 1st Year Invoice, 2008	\$69,995.00
b. 2nd Year Invoice, 2009	\$62,495.00
c. 3rd Year Invoice, 2010	\$62,495.00

**TERM:** The initial term of this contract shall begin on the date a purchase order is received by SINET in the amount of \$69,995.00, and shall continue for a period of one (1) year unless terminated sooner as provided herein. This contract will automatically renew for two consecutive one-year terms at a rate of \$62,495.00 per year unless VBCPS delivers written notice of its intent not to renew due to funding limitations no later than thirty (30) days prior to the end of the then current term. All usage of PD 360 content in any form is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 8686 South 1300 East, Sandy, UT 84094; or faxed to 801-566-6885.

**HOSTING OPTIONS:** SINET hosted: content will live on SINET servers and will be available via Internet..

**CONFIRMATION:** Receipt of the signed contract constitutes confirmation. Any changes in this agreement must be prearranged and agreed to by both parties in writing.

**ACCEPTANCE OF CONTRACT:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to complete the services as specified and payment will be made as outlined.

**GOVERNING LAW/VENUE:** This Contract shall be governed by the laws of the Commonwealth of Virginia regardless of where accepted or delivered. Venue for all litigation shall be in the Circuit Court of the City of Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division.

*Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.*

*The undersigned Contractor certifies that he or she, or any employee or subcontractor, or future employee or subcontractor, of the Contractor that will be in the presence of students during regular school hours or school-sponsored activities, has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or convicted of a crime of moral turpitude.*

*Contractor will indemnify and hold harmless the School Board and its officials, agents, employees, and volunteers from any and all claims, losses or expenses arising out of the performance of this contract including all litigation expenses and reasonable attorney's fees.*

\_\_\_\_\_  
School Improvement Network  
8686 South 1300 East  
Sandy, UT 84094

\_\_\_\_\_  
Date

*Elizabeth E Taylor*  
\_\_\_\_\_  
Toni Patterson, Director, Office of Organizational Development

*8-19-08*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sammy Cohen, Director, Office of Business Services

\_\_\_\_\_  
Date



**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
AHEAD OF THE CURVE

OBS Rev. 2/03

**GENERAL CONTRACT EXECUTION POLICY 3-89**

**FISCAL NOTE**

Organizational Development  
**SCHOOL/DEPARTMENT**

115.51710.603407  
**ACCOUNT NUMBER**

PD 360 Professional Development On-Demand will provide web-based, on-demand professional learning resources that support VBCPS in the establishment of a systemic, job-embedded program that emphasis classroom implementation.

**CONTRACT INFORMATION**

YEAR	FISCAL YEAR	(a) ESTIMATED COSTS	(b) ESTIMATED REVENUES	NET DIFFERENCE (a) - (b)
1	2008-2009	\$ 69,995.00		\$ (69,995.00)
2	2009-2010	\$ 62,495.00		\$ (62,495.00)
3	2010-2011	\$ 62,495.00		\$ (62,495.00)
4				\$ -
<b>TOTAL</b>		<u>\$ 194,985.00</u>	<u>\$ -</u>	<u>\$ (194,985.00)</u>

**SCHOOL CONTRACTS ONLY**

**SCHOOL BOOKEEPER VERIFICATION THAT FUNDS ARE AVAILABLE OR WILL BE AVAILABLE IN THE ABOVE ACCOUNT NUMBER**

**SCHOOL BOOKEEPER'S SIGNATURE**

**DATE**

**CAPITAL PROJECTS ONLY**

TOTAL COST TO COMPLETE THE PROJECT: \$ \_\_\_\_\_

PROJECT BUDGET: \$ \_\_\_\_\_

CONTRACT BASE COST \$ \_\_\_\_\_

Elizabeth E Taylor  
**SCHOOL/DEPT. AUTHORIZED SIGNATURE**

8-19-08  
**DATE**