

NOTICE OF SOLE SOURCE PROCUREMENT

Date: March 31, 2010

Vendor/Contractor: Delta Education

Contract Amount: \$2,572,414.98

Description of Services: Science instructional materials.

Sole Source Determination: Curriculum materials purchased directly from the publisher.

Date of Award: TBD



VIRGINIA BEACH CITY PUBLIC SCHOOLS

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

*Department of Curriculum and Instruction
Office of Elementary Instructional Services*

MEMORANDUM

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

FROM: Christine W. Caskey, Assistant Superintendent
Department of Curriculum and Instruction

Marie Balen, Director
Judith N. Fisher, Elementary Curriculum Coordinator
Office of Elementary Instructional Services

SUBJECT: **SOLE SOURCE REQUEST**

DATE: March 26, 2010

NAME OF COMPANY: **Delta Education**

REQUISITION #s: **INST-10-0118717, INST-10-0118864, INST-10-0118988**

TOTAL DOLLAR AMOUNT: **\$2,571,414.98**

JUSTIFICATION FOR SOLE SOURCE:

This is to certify that Delta Education is the developer, publisher, sole copyright holder, and sole distributor in the United States for the *Delta/FOSS Science Modules* which have been adopted by the School Board of the City of Virginia Beach as the science instructional program for grades K-5 for implementation in the fall of 2010.

In February of 2008, a committee made up of elementary science teachers and instructional coordinators began the process of selecting a new science instructional program. The committee reviewed materials from ten different publishers, three of which were on the recommended state adoption list, and evaluated them for correlation to Virginia Beach Objectives (VBO) and the Standards of Learning (SOL). Of primary concern was a philosophical approach emphasizing inquiry and literature connections. Samples from four companies were then sent to the schools for evaluation by classroom teachers and were displayed in the city libraries for comment from the public.

After review of the materials, the *Delta/FOSS Science Modules* were selected for use in Virginia Beach City Public Schools due to their quality, their alignment to our curriculum, their support of the VBO and SOL, and their competitive pricing. This purchase is aligned to Strategic Objective #1.

/cm

APPROVED: _____

J. Kevin Beardsley
J. Kevin Beardsley

DATE: _____

3/31/10



VIRGINIA BEACH CITY PUBLIC SCHOOLS
AHEAD OF THE CURVE

School Board Agenda Item

Subject: Textbook Adoption Recommendation: Elementary Science (Grades K-5) Item Number: 13A

Section: Action

Date: December 15, 2009

Cabinet Member: Dr. Christine W. Caskey, Assistant Superintendent, Department of Curriculum and Instruction

Prepared by: Dr. Marie Balen, Director, Office of Elementary Instructional Services
Mrs. Judith N. Fisher, Coordinator, Office of Elementary Instructional Services

Presenter(s): Dr. Christine W. Caskey, Assistant Superintendent, Department of Curriculum and Instruction

Recommendation:

That the School Board review and approve the K-5 science program as recommended by the Elementary Science Textbook Adoption Committee for implementation in the fall of 2010.

Title: *Delta/FOSS Science Modules*

Authors: Lawrence Hall of Science (FOSS) and Delta Education (Delta Science Modules)

Publisher: University of California at Berkley (FOSS) and Delta Education (Delta Science Modules)

Copyright: 2009

Background Summary:

In 2008, the Elementary Science Textbook Adoption was deferred for several reasons including budgetary impacts, the fact that the state department was in the process of reviewing standards, and information from publishers that they were realigning resources to the updated standards. Over the past year, the members of the Elementary Science Textbook Adoption Committee reviewed and analyzed several additional programs. The Elementary Science Textbook Adoption Committee was reconvened to consider budgetary implications of the programs. The committee supports the *Delta/FOSS Science Modules* program for implementation because it strongly supports the current goals and objectives of the elementary science curriculum for the Virginia Beach City Public Schools.

Program components were placed in the public libraries and the School Administration Building for public review.

A negotiations team composed of the director of the Office of Elementary Instructional Services, the director of the Office of Supply Services, the director of the Office of Business Services, an elementary coordinator, the administrative coordinator for the Department of Curriculum and Instruction, and a procurement specialist from the Office of Purchasing Services, met with the appropriate personnel from the publishing companies to discuss preliminary contracts for an eight-year adoption cycle, pending adoption approval by the School Board.

The proposed program will replace *Science: A Closer Look*, published by MacMillan/McGraw Hill which has been in use since 2003.

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252

School Board of the City of Virginia Beach Policy, 6-60

Budget Impact: The initial implementation cost for:

Recommendation One: \$2,571,841.36

Recommendation Two: \$2,893,900.80

Recommendation Three: \$3,719,497.32

**ELEMENTARY SCIENCE
GRADES K-5**

**RECOMMENDATION ONE
IMPLEMENTATION COSTS**

Program	Initial Implementation	Seven Year Projected Costs	Total Implementation (8 years)
<i>Delta/FOSS Science Kindergarten</i>	\$127,915.70	\$44,770.50	\$172,686.20
<i>Delta/FOSS Science Grade 1</i>	\$184,627.50	\$64,619.63	\$249,247.13
<i>Delta/FOSS Science Grade 2</i>	\$319,815.00	\$111,935.25	\$431,750.25
<i>Delta/FOSS Science Grade 3</i>	\$335,265.00	\$117,342.75	\$452,607.75
<i>Delta/FOSS Science Grade 4</i>	\$387,324.39	\$135,563.54	\$522,887.93
<i>Delta/FOSS Science Grade 5</i>	\$362,172.72	\$126,760.45	\$488,933.17
Refills	\$685,268.40	0	\$685,268.40
Shipping @ 3%	\$72,071.66	\$18,029.76	\$90,101.42
Additional Resources – Electronic Teacher Materials (E Teacher)	\$63,460.00	\$22,211.00	\$85,671.00
Additional Resources – Live Materials (LM)	\$32,933.00	\$11,526.55	\$44,459.55
Shipping for Additional Resources – LM @ 3%	\$987.99	\$345.80	\$1,333.79
Total	\$2,571,841.36	\$653,105.23	\$3,224,946.59



Department of Curriculum and Instruction
Textbook Adoption Negotiations Checklist

(Complete electronically, print and attach signed copy before routing for review)

Date of Textbook Negotiations Meeting: 10-30-2009 Coordinator: Judy Fisher
Publisher's Representative (name and title): Tom Guetling (VP Sales)/Kip Bisignano (Sales Manager)
Level(s) (elementary, middle, or high school): K-5 Subject and Course Name: Science
Textbook Title and Edition: Delta Education/FOSS ISBN: _____
Publisher: Delta Education Publication Date: _____
Date submitted to Director: _____
Date submitted to Administrative Coordinator: _____
Date submitted to Assistant Superintendent: _____
Date submitted to Business Services: _____
Text on the state list: _____ Yes No
Length of text adoption agreement with the School Board of the City of Virginia Beach: 8 years

The publisher is registered with the State Corporations Commission (SCC) to conduct business in Virginia:
Yes No _____ (Please attach verification of SCC compliance.)

Yes - NIMAS statement for texts with a publication date of August 2006 or after: "By agreeing to deliver the materials marked with "NIMAS" on this agreement, the publisher agrees to submit a valid NIMAS file set to the NIMAC at the American Printing House for the Blind, Inc. (APH). Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the purchased products to the NIMAC."

NON-ASSIGNMENT
The Publisher shall not, without the prior written consent of the School Board of the City of Virginia Beach, assign, delegate, or otherwise transfer, in whole or in part, the contract or any of the Publisher' rights or obligations arising hereunder. The School Board may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the School Board of the City of Virginia Beach conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Publisher's remaining fully and unconditionally liable to the School Board for any breach of the terms of this Agreement by Publisher's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence or breach of warranty by Publisher's transferee.

APPLICABLE LAW/COMPLIANCE WITH ALL LAWS/VENUE
Applicable Law
This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

COMPLIANCE with ALL Laws:

Contractor agrees to comply with all applicable federal, state and local laws ordinance and regulations.

VENUE:

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach. No claim shall ever be arbitrated.

The availability of the materials listed below are guaranteed for the life of the adoption agreement which starts July 1, 2010 and ends June 30, 2018.

Essential Materials Needed (Textbook Materials) SEE ATTAC HED

Item(s)	ISBN #	# Needed	Cost per Unit	Provided for Life of Agreement (Y/N)	Free (Y/N)	Ordering Responsibility (Supply Services - SS or subject-area coordinator - SAC)
Textbook Materials						
Student Edition		1 per student	\$			
			\$			
			\$			
			\$			
			\$			
Teacher Edition		1 per teacher	\$			
			\$			
			\$			
			\$			
			\$			

Ancillary Materials Needed (Ancillary materials are used in conjunction with textbook materials and are critical to the implementation of the program.)

Item(s)	ISBN #	# Needed	Provided for Life of Agreement (Y/N)	Consumable (Y/N)	Ordering Responsibility (Supply Services - SS or subject-area coordinator - SAC)
Teacher Materials					
		1 per teacher	\$		
			\$		
			\$		
			\$		
			\$		
Student Materials					
		1 per student	\$		
			\$		
			\$		
			\$		
			\$		

Supplementary Materials Desired (Supplementary materials are materials purchased to support the textbook/program implementation.)

Item(s)	ISBN #	# Desired	Cost per Unit (indicate cost) or Free	Provided for Life of Agreement (Y/N)	Consumable (Y/N)	Ordering Responsibility (Supply Services - SS or subject-area coordinator - SAC)
Teacher Materials						
			\$			
			\$			
			\$			
Student Materials						
			\$			
			\$			
			\$			

Supplementary materials, such as test banks, have been certified by the subject-area coordinator for alignment with the VBCPS curriculum.

Yes No

The following procedure will be used for ordering materials:

Technology Approval

All software has been certified by the Department of Technology for compatibility with the VBCPS network.

Yes No

A software license agreement clarifying all licensing restrictions for all software is provided in writing. This should include permission for the software to be reproduced for student and teacher use. This agreement shall be provided to the director of Instructional Technology for review.

Yes No

CD Replacement: In the event that the textbook is available on CD-rom or a CD-rom accompanies the text and is integral to its use, list the replacement cost for lost or damaged CDs.

Replacement cost per CD: \$_____

Please complete the following:

	Yes	No
The cost of shipping will not exceed <u>3</u> % of the total cost. If the freight cost is equal to or below this percent, then the school division will be charged the exact freight.	X	
Freight charges in excess of 0% will be matched with free student textbooks.	X	
The publisher will pay for the freight for complimentary materials.	X	
Electronic versions of the textbooks are available and will be provided. E-Teacher Navigation Guide only.	X	
Textbooks will be ordered on consignment.	X	
Textbooks that cannot be used can be returned to the publisher for full credit and refund.	X	
The boxes will have bar code labels, an ISBN#, name of item(s), quantity, title, grade, and school listed.	X	
The publisher is responsible for safe shipment of textbooks to the warehouse.	X	
The same edition of the textbook will be available for the duration of the agreement.	X	
Consultants will be available for in-service training during the first year.	X	
Consultants will be available for in-service training for subsequent years. Number of years: 4, train-the-trainer model	X	
Support/customer service will be provided for the duration of the agreement. (customer service, program technical assistance, ordering assistance)	X	
Teacher's editions and materials will be delivered by as requested by district.	X	
Complimentary materials will be provided for 8 years as new teachers are added and new schools open.	X	
Any Web site that supports the textbook will remain online and functional for the duration of this agreement.	X	

Negotiations Signature Page

The following members were present during the negotiations process and agree with the details outlined in the checklist.

Name	Position	Signature	Date
1. Kip Bisignano, Regional Sales Manager, Delta Education		<i>Kip Bisignano</i>	11-1-09
2. Chris Fisher, Administrator Coordinator		<i>Chris Fisher</i>	11-1-09
3. Judy Fisher, Curriculum Coordinator		<i>Judy Fisher</i>	
4. Sammy Cohen, Director Business Services		<i>Sammy Cohen</i>	3/25/10
5. Marie Balen, Director Elementary Instructional Services		<i>Marie Balen</i>	
6. Eric Woodhouse, Director Supply Services		<i>Eric Woodhouse</i>	3/26/10