

MASTER PRICE AGREEMENT FOR SUPPLY AND USE OF INSTRUCTIONAL MATERIALS BY THE
SCHOOL DISTRICTS OF THE STATE OF NEVADA

THIS PRICE AGREEMENT is made and entered into by and between the State of Nevada, on behalf of all Nevada Public School Districts who order adopted items, hereinafter referred to as Purchaser, and _____ Publishing Company, hereinafter referred to as Provider, who mutually agree as follows:

1. The term of this agreement for (title and copyright of the student text) _____ shall be seven years from _____ to June 30, _____. 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 agrees to furnish, sell, and deliver designated instructional materials and related support materials pursuant to prices set forth in Schedule A/A.1 of this agreement to any Nevada School District that issues a purchase order during the term of this agreement. Provider certifies that the prices set forth in Schedule A/A.1 represents the lowest price Provider has charged for the same instructional material 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. All Nevada School Districts shall be able to separately negotiate for ancillary, related support material, and/or gratis material using Schedule B.
3. Depository(s) will be designated by the Purchasing Nevada 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 the Purchasing Nevada School District. If the Purchasing Nevada 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 instructional material 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 instructional materials 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 instructional material that fails, 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 any individual 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 individual Nevada School District’s Schedule B.
8. Purchaser agrees that books and related support materials set forth in Schedule A/A.1 and B shall be purchased for use as instructional materials in the State of Nevada for the term of this agreement.
9. Provider agrees to indemnify and save and hold the Purchaser, State of Nevada, 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.

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10. 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 instructional material 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 instructional materials covered by this agreement.

11. Notwithstanding any provision of Paragraph 1 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.

12. The Provider understands the Purchaser may make available to all Nevada School District, a copy of this executed agreement including Schedules A/A.1.

By _____ Date _____
Jhone Ebert, Superintendent of Public Instruction
State of Nevada

INSTRUCTIONAL MATERIAL COMPANY

By _____
Authorized Signature/Title

Date

SUBMITTING SCHOOL DISTRICT _____

STUDENT TEXT ISBN _____

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Contact Information (please type)

Instructional material Facilitator/Coordinator:

Address:

Phone number:

School district:

CONTRACT PERIOD: FROM: _____ TO: _____

Instructional Material Submission Form (Schedule A) 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*.

Publisher:

Subject area:

Series name (if applicable):

Title of text:

Edition:

Grade Level

Main Author

ISBN Number AND Publisher Catalog Number

Copyright

School Price

Official Signature

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.

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Contact Information (please type)

Instructional Material Facilitator/Coordinator:

Address:

Phone number:

School district:

CONTRACT PERIOD: FROM: _____ TO: _____

Instructional Material Submission Form (Schedule A-1) NOTE: Please use a separate form for each supplementary materials.

Publisher:

Subject area:

Series name (if applicable):

Title of supplemental text:

Supplemental Materials Description

Copyright

ISBN Number AND Publisher Catalog Number

Free Materials Ratio

School Price

Official Signature

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.