

CONTRACT NO. 6883 M

**SCHOOL BOARD OF THE CITY OF RICHMOND
PROFESSIONAL / NONPROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT made and entered into this the 30th day of April, 2020 by and between the School Board of the City of Richmond, acting by and through its duly authorized representative (hereinafter referred to as the "School Board"), and Houghton Mifflin Harcourt Publishing Company (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the School Board desires to engage the services of the Contractor to provide the Services detailed in RFP # 18-6883-11 Web-Based Digital Learning Software in accordance with specifications contained herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Contractor hereby agree that the Contractor shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

ARTICLE I - SCOPE OF SERVICES

1.1 The services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP#18-6883-11 Web-Based Digital Learning Software, Exhibit I, and the proposal submitted by the Contractor, all attached hereto and by this reference made a part hereof.

ARTICLE II - COMMENCEMENT AND COMPLETION

2.1 This Contract shall commence on May 1, 2020, and terminate on April 30, 2021, unless terminated earlier or renewed in accordance with other provisions herein.

ARTICLE III - PAYMENT

3.1 As total compensation for the services to be rendered under this Contract, the School Board agrees to pay the Contractor the fee set forth in Exhibit II, attached hereto and by this reference made a part hereof.

3.2 Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit II.

3.3 The Contractor shall submit three (3) copies of an invoice which shall contain:

- a. Details and dates of services rendered;
- b. School Board's Purchase Order Number.

ARTICLE IV - ABANDONMENT AND TERMINATION

4.1 This Contract can be terminated by the School Board or the Contractor, upon delivery of written notice, one to the other, at least thirty (30) days prior to such proposed termination date.

4.2 Upon termination of this Contract by the Contractor, payment shall not be made for any portion of the work completed unless the School Board determines, in its sole discretion, that the termination is to its advantage, in which event payment through the date of termination shall be as set forth below.

4.3 Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use

such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

ARTICLE V - ASSIGNMENTS

5.1 Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of such other party.

ARTICLE VI - RESPONSIBILITIES OF THE CONTRACTOR

6.1 The Contractor shall comply with the provisions of all labor laws, the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations which may be applicable to the performance of this Contract, and the Contractor shall obtain all necessary licenses and permits as required thereunder.

6.2 During the performance of this Contract, the Contractor, the Contractor's assignees and successors in interest, affirms and agrees to comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. The essence of this requirement is found in the United States Code annotated Title 42, Section 2000-E-2 which states in part:

"Unlawful employment practices - Employer practices

- a. It shall be an unlawful employment practice for an employer -
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin."

"By entering into this Contract the Contractor certifies compliance with the aforesaid terms to wit: Title VI and Title VII of the Civil Rights Act of 1964, as amended."

6.3 The Contractor shall not use as a reference (for commercial or advertising purposes) any indication of undertakings on behalf of the School Board without prior written consent.

6.4 The Contractor warrants that no person or company has been employed or retained, other than bona fide employees working solely for the Contractor, to solicit or secure this Contract, and that the Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the School Board shall have the right to annul or void this Contract without liability.

6.5 The Contractor shall certify that Contractor, Contractor's employees, and all other persons that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit IV and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

6.6 To the extent that Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the

certification attached hereto as Exhibit V and submit the certification contemporaneously with this executed Contract.

6.7 The Contractor certifies that it does not, 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.

6.8 The School Board shall have the right, no more than once in any calendar year, upon written notice to the Contractor, to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Contractor including, but not limited to those kept by the contractor, its employees, agents, assigns, successors and subcontractors. The contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least three (3) years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon thirty (30) day written audit notification request, to the School Board, through its employees, agents, representatives, contractors or other designees, during normal business hours, and the audit shall be conducted in the most effective and efficient manner possible, subject to scheduling according to the mutual convenience of the parties at the contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Richmond, Virginia, which is mutually convenient for the parties. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which the School Board may have by state, the School Board, or

federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

ARTICLE VII - RESPONSIBILITIES OF THE SCHOOL BOARD

7.1 Any data or material furnished by the School Board to the Contractor shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.

7.2 The School Board shall be bound under this Contract only to the extent that there are funds available to perform its obligations hereunder.

7.3 The School Board shall be bound under this Contract only to the extent that there is a need for services to be provided. Such need for services is to be determined by the School Board and its agents. A thirty day notice will be provided if there is no longer a need for services to be provided.

ARTICLE VIII - SEVERABILITY

8.1 It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

ARTICLE IX - TAXES

9.1 The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the Contractor, and all such taxes shall be paid by the Contractor; provided, however, should the School Board nevertheless pay any such taxes, the Contractor shall reimburse the School Board therefor. Upon request, the Contractor shall provide the School Board with evidence of payment of such taxes.

ARTICLE X - INDEMNIFICATION

10.1 Indemnification

Pursuant to the terms and conditions of this Contract, It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all actual damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, or its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract that is due to the Contractor's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by the Contractor. In any event the Contractor is required to indemnify the School Board, the Contractor shall be entitled to contribution to the extent of the relative fault, if any, of the School Board or its agents only in the event that a court of competent jurisdiction rules that the School Board does not continue to have sovereign immunity in relation to the particular matter.

Contractor agrees to indemnify and hold harmless the School Board and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with

(a) any and all such actual damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by the Contractor or those for whom Contractor is legally liable that is due to the Contractor's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by the Contractor. In any event the Contractor is required to indemnify the School Board, the Contractor shall be entitled to contribution to the extent of the relative fault, if any, of the School Board only in the event that a court of competent jurisdiction rules that the School Board does not continue to have sovereign immunity in relation to the particular matter. Upon written demand by the School Board, the Contractor shall assume and defend at contractor's sole expense any and all such suits or defense of claims made against the

School Board, or its agents, volunteers, servants, employees or officials. Nothing in this paragraph and/or this contract is an express or implied waiver of the sovereign immunity of the School Board of the City of Richmond and/or Richmond Public Schools.

10.2 Insurance

a. The Contractor shall furnish the School Board with a copy of its insurance certificate which provides evidence of protection under the Worker's Compensation Act and for employers' liability coverage. The insurance certificate will also indicate that a comprehensive general liability (CGL) policy with the CGL endorsement is in force. Also an appropriate professional liability policy will be indicated on the certificate. These insurance coverages should provide protection for the performance of services under this contract, as well as the obligations under Article XI.

b. In addition to the requirements as set forth in paragraph 10.1, the Contractor further agrees to defend, save harmless, and indemnify the School Board from and against any and all actual claims for damages against the School Board allegedly caused by its errors, omission, or negligent acts in the performance of services under this contract that is due to the Contractor's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by Contractor. In any event Contractor is required to indemnify the School Board, Contractor shall be entitled to contribution to the extent of the relative fault, if any, of the School Board only in the event that a court of competent jurisdiction rules that the School Board does not continue to have sovereign immunity in relation to the particular matter. The Contractor further agrees to defend, save harmless, and indemnify the School Board from and against all claims for actual damages against the School Board allegedly caused, or efficiently contributed to, by its intentional failure to perform pursuant to the terms and conditions of this contract that is due to the Contractor's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by Contractor. a In any event Contractor is required to indemnify the School Board, Contractor shall be entitled to contribution to the extent of the relative fault, if any, of the School Board only in the event that a court of competent jurisdiction rules that the School Board does not continue to have sovereign immunity in relation to the particular matter. Nothing in this paragraph and/or this

contract is an express or implied waiver of the sovereign immunity of the School Board of the City of Richmond and/or Richmond Public Schools.

c. Such evidence of insurance must be approved by Counsel for the School Board and shall require at least thirty (30) days' prior notice to the School Board before cancellation.

ARTICLE XI - COMPLIANCE WITH LAWS

11.1 For the purpose of this Contract, it is understood and agreed that the laws, rules and regulations of the Commonwealth of Virginia shall govern.

ARTICLE XII - ADDITIONAL PROVISIONS

12.1 Additional provisions relating to Employment Discrimination by Contractor Prohibited, Drug-Free Workplace, Option to Renew, in Exhibits I, II, and III, are attached to and made a part of this Contract.

ARTICLE XIII - NOTICES

13.1 All notices or other communications given or required to be given under this Contract shall be in writing, and shall be deemed to have been given when hand delivered; or if delivered by mail, such notice shall be sent by registered or certified mail, return receipt requested, first class, postage prepaid, and shall be deemed to have been delivered or received on the fifth (5th) day following the deposit of such in the United States mail.

All notices required hereunder shall be addressed as follows:

If to School Board:

Director of Purchasing
Richmond Public Schools
2395 Hermitage Road

Richmond, Virginia 23220

If to Contractor:

Houghton Mifflin Harcourt Publishing Company

125 High Street

Boston, MA 02110

Attention: General Counsel

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 This Contract represents the entire understanding between the parties and supersedes all previous negotiations, representations or agreement either written or oral. This Contract shall not be amended, altered or modified unless such amendment, modification or alteration is reduced to writing signed by both parties and attached hereto.

14.2 When used herein, the singular shall be held to include the plural, the male gender shall include the female gender and the neuter, and vice versa.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED:

Houghton Mifflin Harcourt Publishing Company

THE SCHOOL BOARD OF THE CITY OF
RICHMOND

Contractor

By: DocuSigned by:
Shawn Weirather
AC44EFCAD1564BD...

By: DocuSigned by:
Michelle Hudaesko
65306EF250004FF...

Superintendent/Designee

4/30/2020 | 16:26 EDT

5/16/2020 | 08:01 ADT

Date

Date

Attest: _____

Approved as to form:

(Seal) (If a corporation)

HARRELL CHAMBLISS, LLP DocuSigned by:
Harrell & Chambliss
B8EC0122A4F34F9...

Counsel to The School Board of the City of Richmond

5/15/2020 | 14:52 CDT

Date

EXHIBIT I

SCOPE OF SERVICES

The Contractor shall provide the Services detailed in RFP # 18-6883-11 Web-Based Digital Learning Services to Richmond Public Schools (“RPS”) for the period May 1, 2020 through April 30, 2021, unless otherwise terminated or extended in accordance with RFP#18-6883-11. The services to be furnished by the Contractor shall include, but are not necessarily limited to those stated in the RFP, Contractor’s proposal and Negotiation letter dated January 28, 2019.

EXHIBIT II

PAYMENT

For services provided as described in Exhibit I above, RPS shall pay the Contractor an amount not to exceed amounts listed in Attachment A and on the payment schedule as listed in Attachment A.

Additional Provisions

Pursuant to the requirements of Section 2.2-4354 of the Code of Virginia of 1950, as amended the Contractor shall include the following in any Contract with a subcontractor related to this Contract:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or
 - b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
2. The Contractor shall provide its federal employer identification number to the School Board.
3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.
4. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Contractor's obligations to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the School Board.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. The Contractor shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

Richmond Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EXHIBIT III

OPTION TO RENEW

It is further understood and agreed that the Contract may be extended by mutual consent thirty (30) days prior to the established expiration date. Richmond Public Schools and the Contractor may, in writing, one to the other, mutually agree to extend such contract for additional one (1) year terms, not to exceed eight (8) additional consecutive years.

COST COMPONENT – READ 180 UNIVERSAL

EVALUATION CRITERIA – Cost Component: to include pricing of product itself, per student fees and/or per school fee based on varying number of licenses/users (can propose varying pricing models to include site licensing, concurrent licensing, tiered pricing structures, etc.), Professional Development Services, Customization costs (if applicable) (20 points)

IX. Costs to Include Upgrade(s), Maintenance & Professional Development Training

Describe your pricing model in full detail itemizing all costs including any one time training and ongoing annual costs. It is appropriate to provide various pricing tiers based on total schools and enrollment level. It is the expectation of RPS that teachers, administrators, students, and possibly parents have access to the application(s).

Please refer to the Cost Proposal immediately following this narrative section for the annual subscription pricing for ***READ 180 Universal***.

If the proposed application(s) have additional functionality, or features targeted for future version release that go beyond what is required to satisfy the requirements of this RFP, list each additional functional module as a separate option with associated pricing. Contractor should provide all required maintenance and support during the contract period. Contractor should align maintenance and necessary down-time with breaks and planned staff development days as set forth by the yearly District calendar. Contractor should coordinate any planned maintenance and necessary down-time with the Director of Academic Operations, Lucas Hostetter, and Director of Academic Instruction, Autumn Nabors.

The pricing presented is inclusive of all components necessary to satisfy the requirements outlined in the RFP. The Cost Proposal is based on the following:

- This product is the leading, blended learning solution for struggling readers. It provides reading intervention for students in Grades 4–12, so it would not be purchased for all students.
- Costs are based on varying number of licenses/users – one-year subscription.



- We do not have a per-user fee, but the READ 180 program is sold in bundles and varying bundle options are available.

For Maintenance and Support – Supports all HMH Purchased Products

HMH's technical service team is committed to ensuring your digital success by helping you get the most out of your technical implementations. Our team of technical experts is ready to share best practices and lessons learned from years of experience in districts and schools just like yours. Whether you are looking for help with advanced product support, coaching for end users, technical staff training, data analytics, or other digital initiatives, HMH's technical services coaches and consultants deliver proactive guidance and ongoing assistance on a flexible, as-needed basis, custom-fit to meet your specific needs.

TechAdvise is an annual subscription-based service that provides HMH customers with an expert advisor and a technical project manager to help raise technical service levels and proactively support successful implementation of any or all of your digital initiatives.

- Advanced Single Sign-On (SSO) implementation support
- Customized rostering strategy, training, planning, and implementation support
- Prioritized support from Technical Services
- Technical Health Check
- Technical Professional Learning for school-based or district-based staff
- Collecting data from HMH platforms and programs for analytics support
- Onsite Support
 - ▲ A designated Technical Consultant and Technical Project Manager
 - ▲ End-to-end guidance for planning and implementing programs and systems
 - ▲ Assistance with issue resolution and reporting
 - ▲ Technical Implementation assistance with HMH Core, Supplemental, and Intervention solutions



*The City of Richmond Public Schools, VA
Web-Based Digital Learning Software - RFP #18-6883-11
Cost Component – READ 180 Universal*

XVII. Pricing Schedule

Proposals submitted by vendors should include all services required, excluding hardware, to successfully obtain and operate proposed solution (initial training and LTI setup and integration as appropriate). Do not include cost for on-going professional development.

The pricing provided in the pricing schedule is for comparative purposes. Alternative pricing structures may be negotiated.

Description	TOTAL
Proposed Total Cost of Product Offering:	
Year 1 Site of at least 2,000 students and staff with a minimum of 400 simultaneous students accessing the product.	<u>\$495,690.43</u>
Year 2	<u>\$326,293.60</u>
Year 3	<u>\$326,293.60</u>
Year 4	<u>\$326,293.60</u>
Year 5	<u>\$326,293.60</u>
GRAND TOTAL (SUM OF YEARS 1-5):	<u>\$1,800,864.83</u>



*The City of Richmond Public Schools, VA
Web-Based Digital Learning Software - RFP #18-6883-11
Cost Component – READ 180 Universal*

A. Detailed Cost Breakdown

In addition to cost above, provide costs based on the following:

- a. Per user fees and/or per school fee based on varying number of licenses/users (can propose varying pricing models to include site licensing, concurrent licensing, tiered pricing structures, etc.)**

The Cost Proposal immediately following this narrative section is figured on an annual subscription model and based on 2,000 students and 33 classrooms. Various bundle options are also available.

b. Professional Development Services

Please refer to the Cost Proposal immediately following this narrative section for professional development services costs. We have included a Professional Service Implementation Plan in *Section 3 - Quality of Implementation Plan and Subsequent Service*.

c. Customization costs (if applicable)

HMH offers custom professional development opportunities based on the unique needs of the school division, schools, and staff. We have included a Professional Service Implementation Plan as a reference in *Section 3 - Quality of Implementation Plan and Subsequent Service*.





Houghton Mifflin Harcourt

Proposal

Prepared For

Richmond City School District

For the Purchase of:

***Read 180 Universal Subscription Package 1 Yr -
2000 Students, 33 Classrooms and 2 Getting
Started Days**

Prepared By
Robin Lauver
robin.lauver@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Cost Proposal Discount Charge

Houghton Mifflin Harcourt

Attention:
Davonia Holland
dholland@richmond.k12.va.us
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hnhco.com

Richmond City School District

***Read 180 Universal Subscription Package 1 Yr - 2000 Students, 33 Classrooms and 2 Getting Started Days**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>R180 U Stage A</u>						
Student Subscription Package						
6002936	9781328018960 READ 180 Universal Stage A Student Subscription Package, 1 Year	\$199.00	2,000	\$398,000.00	\$79,600.00	\$318,400.00
<i>Includes READ 180, Reading Inventory, and Phonics Inventory student software subscription and Real Book for 1 student. Software to be hosted by HMH.</i>						
Total for Student Subscription Package				\$318,400.00		
Teacher Subscription						
	9781328018953 READ 180 Universal Stage A Teacher License, 1 Year	\$299.00	33	\$9,867.00	\$1,973.40	\$7,893.60
Total for Teacher Subscription				\$7,893.60		
Classroom Package						
3031460	9781328017635 READ 180 Universal Stage A Classroom Package	\$4,499.00	33	\$148,467.00	\$29,693.40	\$118,773.60
<i>Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)</i>						
Total for Classroom Package				\$118,773.60		
Total for R180 U Stage A				\$445,067.20		
<u>Professional Development Services</u>						
Implementation Services						
3031419	9781328018748 Read 180 Universal Getting Started Service Bundle, 2 Days	\$5,900.00	1	\$5,900.00	\$1,180.00	\$4,720.00
Total for Implementation Services				\$4,720.00		
Total for Professional Development Services				\$4,720.00		

Proposal Summary

Total Savings:	\$112,446.80
Subtotal Purchase Amount:	\$449,787.20
Shipping & Handling (10.50%):	\$45,903.23
Total Cost of Proposal (PO Amount):	\$495,690.43



Cost Proposal Discount Change

Houghton Mifflin Harcourt

Attention:
 Davonia Holland
 dholland@richmond.k12.va.us
 HMH Confidential and Proprietary

Intervention Solutions Group
 255 38th St. Suite L
 St. Charles, IL 60174
 FAX: 800-724-4716
 InterventionSolutionsOrders@hnhco.com

Richmond City School District

*Read 180 Universal Subscription Package 1 Yr - 2000 Students, 33 Classrooms and 2 Getting Started Days

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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Total Cost of Proposal (PO Amount): \$ 495,690.43
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Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Richmond City School District
301 N 9th St Fl 16
Richmond VA 23219-1933

Sold to:

Richmond City School District
301 N 9th St Fl 16
Richmond VA 23219-1933

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 12/10/2018

Proposal Expiration Date:1/24/2019



Cost Proposal Discount Charge

Houghton Mifflin Harcourt

Attention:
Davonia Holland
dholland@richmond.k12.va.us
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
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Richmond City School District

***Read 180 Universal Subscription Package 1 Yr - 2000 Students, 33
Classrooms and 2 Getting Started Days**



Houghton Mifflin Harcourt



Cost Proposal Discount Charge

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FAX: 800-724-4716
InterventionSolutionsOrders@hnhco.com