



**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY
PURCHASING OFFICE
SINGLE TEXTBOOK ADOPTION PROGRAM
SCHOOL YEAR 2012/2013 SUBMITTAL PROCESS**

SUBMITTAL ISSUE DATE: July 20, 2011

1. GENERAL

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is currently accepting submittals for the 2012/2013 school year for curriculum covered in this adoption cycle of the Single Textbook Adoption Program. Services shall be performed in accordance with the attached specifications, terms and general conditions.

BACKGROUND: Anne Arundel County Public Schools established the Single Textbook Adoption Program ("Program") beginning with the 2003/04 school year. The Program is currently modeled on a six-year adoption cycle for selecting basic texts and their ancillaries. Program objectives include but are not limited to, standardization of textbooks and related materials and improved pricing structures through economies of scale. For the specific courses for 2012/13 school year, please refer to Attachment #1. All purchases are subject to funding availability.

NOTE: For purposes of this Program and Announcement, the words "Publishers" and "Contractor" shall be synonymous. ***The closing date for submittals for the 2012/2013 school year adoption is Friday, August 26, 2011 at 1 pm. No exceptions will be given to this deadline.*** NOTE: If the Library Media Office (address below) is closed for holidays or due to inclement weather, submittals shall be due on the next business day that the building is open. The originally scheduled closing date time shall remain the same regardless of the opening day. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Library Media Office. Submittals shall be mailed or delivered to:

**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
MICHAEL MCCAULEY
MANAGER: SINGLE TEXTBOOK ADOPTION PROGRAM
REVIEW & EVALUATION CENTER
ANNAPOLIS MIDDLE SCHOOL RESOURCE CENTER
1399 FOREST DRIVE
ANNAPOLIS, MD 21403**

If further information is required, contact Gail Matthews, CPPB, Senior Buyer at the AACPS, Purchasing Office using 410-222-5166 or gmmatthews@aacps.org.

Your signature of acceptance is required as stated in Instructions to Respondents, page 2, paragraph 3.

Signature of Publisher/Representative

Date

Printed Name

Publishing Company

Once signed, the Contract (Sample – Attachment #7 PROVIDED FOR YOUR INFORMATION ONLY) for the approved textbooks and materials of instruction shall be fully executed. Contract shall include negotiated pricing and shipping charges, as well as, all terms, conditions, specifications and requirements stated herein and shall be expressly incorporated in said contract.

2. Instructions to Publishers

1. Familiarize yourself with the Submittal Process. The closing date, due date and time are stated herein. Schedules for site inspections and or pre-bid conference, if required, are also noted. Familiarize yourself with the Instructions to Publishers, Check-off List, Specifications, Mandatory Terms and Conditions and Course Description.

2. NO OBLIGATION

This inquiry implies no obligation on the part of the Anne Arundel County Government or the AACPS.

3. RESPONDENT'S AGENT

This Submittal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officers. To be signed by any other official, a Power of Attorney must be attached to the bid. If respondent is a corporation, then it must be registered in accord with the Corporation and Association Article of the Annotated Code of Maryland.

Your signature on the Title page of this Bid form hereby provides the AACPS your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when the title page (1st page) of this RFB is executed by an authorized officer of the AACPS, these specifications, terms and general conditions shall become a legally binding Contract between the successful bidder and the AACPS.

4. BILLING

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.

5. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy Code 200.05, 200.06, DEC, and Administrative Regulation DEC-RA.

6. NON HIRING OF EMPLOYEES

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relation to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

7. BEST CUSTOMER

The AACPS expects to receive pricing of the best customer of the Supplier/Contractor. If during the like of any resulting contract a better price is offered to another customer, then that best price shall be offered to the AACPS.

8. NONDISCRIMINATION IN EMPLOYMENT

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of race, sex, age, national origin, religion, disability or socioeconomic status in matters affecting employment.

9. EXCEPTIONS

Should a respondent find any discrepancy in the plans and/or specifications or should there be any doubt as to the meaning or intent of any part thereof, respondent must, not later than seven (7) days (Saturdays and Sundays included) prior to the submittal date as noted on the Title page of this Agreement, request clarification from the AACPS, which shall correct the discrepancy. Failure to request such clarification shall be construed as a waiver of any claim by the respondent for expense made necessary by reason of a later interpretation of the contract documents by the Supervisor of Purchasing.

Respondent shall duly note any and all exceptions to the terms and conditions stated herein with their technical response. Failure to note exceptions shall indicate full acceptance of the terms and conditions as stated.

10. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

11. TOBACCO PRODUCTS

The use of Tobacco products is not permitted on school property. Referencing AACPS Board Policy Code 800.30 and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

12. REGULATIONS

The regulations set forth in the Board of Education of Anne Arundel County Policies and Regulations Manual in effect on the date of execution of this Contract are applicable to this Contract.

13. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

14. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

15. IRREGULARITIES

AACPS reserves the right to waive any minor mistakes in the solicitations and or bids. AACPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

16. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for AACPS, we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on AACPS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause AACPS to take action against the contractor up to and including termination of the contract.

To assist you in identifying Registered Sex Offenders, the Purchasing Office has the list of Registered Sex Offenders, which you are welcome to view. The AACPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

17. ANTI-BRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted or bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

18. GIFTS

In accordance with Board Policy Code 200.06, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offeror is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$25 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

19. MODIFICATIONS AND AMENDMENTS

Amendments and/or Modifications to this Agreement shall be made only with the express written concurrence with both parties.

20. ONSITE ASSESSMENT

It is **highly recommended** that the Publisher representative shall complete an onsite assessment of materials submitted to determine that all listed materials on the Submittal Log have been received at the Annapolis Res Library Media Services building.

21. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

22. eMarylandMarketplace REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.org within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace. This cannot be done without the contractor's self registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

23. TIME IS OF THE ESSENCE

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3. Mandatory Terms and Conditions

1. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

If applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employee's of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

2. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

3. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee, at all reasonable time.

4. TERMINATION

4.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, then AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

4.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

4.3 NONAVAILABILITY OF FUNDING

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS’s rights or the Contractor’s rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

5. PAYMENT

Materials and associated services shall be ordered via an authorized purchase order issued from the Purchasing Office or in the case of payment through the AACPS procurement card, order forms shall be issued that will include the procurement card number and an individual order number. Subject to the performance of the work and its acceptance by the AACPS, successful respondent may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices negotiated for the materials selected through the Review and Evaluation process. In the event that successful respondent is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

6. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Contractor shall indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents AACPS members or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS, its agents, AACPS members and employees, or be against, suffered or sustained by other corporations and persons to whom the AACPS, its agents, AACPS members and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS or its agents, AACPS members and employees. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

7. FORT GEORGE G. MEADE

Heightened Security has gone into effect at Fort Meade. The Anne Arundel County Schools that are located at Fort Meade are:

Manor View Elementary School
2900 MacArthur Road
Ft. George G. Meade MD 20755
410-222-6504

West Meade Early Education Center
7722 Ray Street
Ft. George G. Meade MD 20755
410-222-6545

Pershing Hill Elementary School
7600 29th Division Road

MacArthur Middle School
3500 Rockenbach Road

Contractors who work on Fort Meade or who would require access to facilities during emergency conditions or periods of restricted access are required to register your vehicle(s). To register call the **Visitor Control Center at 301-677-1063**. All vehicles must be registered to gain entry onto Fort Meade. To register you must show: an ID showing government affiliation, a valid driver's license and valid registration as well as proof of insurance. If the registrant does not own the vehicle, the owner must authorize the registration with either a power of attorney or a notarized letter.

Vehicle Registration is located in the Visitor Control Center, adjacent to the Reece Road and Route 175 Entrance. These services will be available from 7:30 A.M. to Midnight, seven days a week. The Provost Marshal encourages registration during OFF-PEAK (non-rush hour) times. Decals issued by other military installations ARE honored on Fort Meade.

Security measures may change and as they do, contractors are solely responsible for any expense and to keep updated on all new procedures by visiting Fort Meade's website at <http://www.ftmeade.army.mil> and/or by calling the Visitor Control Center at **301-677-1063**, and for compliance therewith.

Please also be aware that the Department of Defense has instituted a new policy on the use of cell phones which specifically prohibits cell phone use while driving on Fort Meade properties. Violators will be fined.

8. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

9. DELIVERY

Publisher shall provide delivery services as needed, when needed by AACPS personnel. Delivery shall be **INSIDE** to one location to any and all Anne Arundel County Public Schools designated locations. All contract pricing shall include **F.O.B. Destination** shipping included. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS. AACPS reserves the right to designate the best mode of shipment to the schools; i.e. UPS and FedEx were used in previous school years because of their receiving verification software capabilities.

Although shipping cost will be incorporated in unit price, the percentage of shipping shall be noted on the Price Proposal Sheet. AACPS reserves the right to contract with an independent shipper if it is in AACPS best interest and remove the stated shipping percentage from the unit price for the purchase of the material only.

10. BACKORDER REPORTS

During the initial adoption year 2012/2013, Publisher shall provide weekly backorder reports as requested by AACPS personnel for all backordered materials by items and/or school. After the initial adoption year, Publisher shall provide backorder reports upon request. Backorder reports shall be faxed to Gail Matthews, Buyer at 410-222-5624 or e-mailed to gmmatthews@aacps.org. Backorder reports shall also be provided to the AACPS Single Textbook Adoption Program Office upon request. Publisher shall also provide other aggregate reports for example Total Expenditure reports as requested.

11. SALES REPRESENTATIVE

Publisher shall provide the name and toll free number of the local sales representative. Said representative shall be the contact for negotiations regarding price, free material, and shipping. Publisher's representative shall ensure that the contractual pricing information be entered into AACPS Single Textbook Adoption Coordination System (STACS) via AACPS website to include ISBN number, title, vendor item number, copyright date, unit cost, shipping percentage and "deals" i.e. buy one get one free, gratis teacher materials, etc. The schedule for entering this information into the AACPS STACS system shall be included with the notification of approved single textbook adoption materials to successful publisher(s).

12. SPECIALIZED FORMAT

The Publisher agrees to prepare and submit, on or before April, 2012 a NIMAS (National Instructional Materials Accessibility Standard) file set to the NIMAC (National Instructional Materials Access Center) that complies with the terms and procedures set forth by the NIMAC. The files will be used for the production of specialized formats as permitted under the law for students with print disabilities. The publisher will also submit to us a Certification from the NIMAC to demonstrate the submission of the file.

13. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

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4. Specifications

1. SCOPE

The AACPS is requesting submissions of textbooks, and supporting materials for review and evaluation for the Single Textbook Adoption Program (“Program”) in accordance with the instructions, terms, and specifications contained herein.

NOTE: The process for single textbook adoption established during any given school year will serve to identify the textbooks to be adopted and a closing date for submittals. Submittals received prior to our announcement of textbooks to be adopted must be followed up with receipt of the Textbook and Materials Log and other items identified in the submittal requirements found on page 13. AACPS reserves the right to request further textbooks and supporting materials for evaluation when it has been determined that current submittals are not sufficient to support the curricular requirements of a course or when such a request is determined by AACPS to be in the best interest of AACPS.

The schedule for the review, evaluation and adoption is as follows:

- The review committees will evaluate submittals through January, 2012. Responses will be evaluated on the basis of:
 - Alignment to the Maryland Common Core State Curriculum (<http://mdk12.org/instruction/commoncore/index.html>)
 - Research based instructional strategies
 - Alignment to AACPS goals and standards
 - Ability to meet Deliverables stated herein, Page 12 and 13, Paragraph 3.
- During the month of December 2011 and/or January 2012, selected vendors will be invited for a structured interview.
- Final selection of adopted textbooks will be made in early Spring of 2012.
- Contract pricing and financial negotiation meetings will be scheduled during February through April, 2012.
- Orders will be finalized for textbook delivery in July 2012.

Curriculum that is not covered by a previous or current single text adoption cycle will continue to be evaluated on an ongoing basis by Review and Evaluation Committees, following the pre-2003 review and evaluation procedures available through Bonnie Thompson at 410-295-4504 or e-mail bthompson@aacps.org.

2. PUBLISHER'S RESPONSIBILITY

2.1 Submittal Process

The review process shall include textbooks and all corresponding supplemental, teacher editions and/or ancillary materials. Examples might include but are not limited to CDs, workbooks, assessment book, resource book, transparencies, black line masters, test item file, technology guide, study guide, instructor’s solutions manual, lab manuals, videos DVDs and manipulatives. If CDs are included with the text, only a complete CD will be accepted, samplers are not acceptable. If texts are in the process of being printed, a draft may be included but final versions, (galley version will be acceptable) shall be submitted by January 4, 2012 in order to be considered. **All materials to be evaluated shall be listed on the attached log sheet (Attachment #2)**

a. Instructional Requirements

- i) Publisher shall provide textbooks and all supporting materials in conformance with Maryland State Department of Education Common Core State Standards no later than August 26, 2011. These standards can be accessed from the MSDE website at <http://mdk12.org/instruction/commoncore/index.html>.
- ii) Publisher shall complete the attached log sheet (Attachment #2) and include with materials submitted for evaluation in clause i above.
- iii) Publisher shall complete the attached Vendor Contact Information sheet (Attachment #3) and include with materials submitted for evaluation in clause i above.
- iv) Publisher shall complete and sign the attached Software License document (Attachment #6) during contract pricing and financial negotiations to the Purchasing Office, no sooner than March 1, 2012.
- v) If selected, Publisher shall provide the required pricing information via the AACPS STACS system and provide a written copy at the time of contract pricing and financial negotiations.
- vi) Based upon the recommendations of the Review and Evaluation Committees, the Superintendent of Schools will make the final approval of adopted textbooks and related materials. The Superintendent reserves the right to approve other than the first choice of the committee. There will be no opportunity for protest.
- vii) AACPS reserves the right to schedule structured interviews with a short list of publishers derived from the review and evaluation process.

b. Financing

AACPS is interested in the financing arrangements that the publisher may be able to offer should their curriculum be selected under this Program. AACPS is interested in 0% financing or split payments for materials ordered and received under the first year's adoption cycle. Publisher shall document their willingness to offer such option(s) on their Price Proposal Sheet. The option to any of the financing options offered by the publisher shall be at AACPS's sole discretion. The willingness of the publisher to offer financing will not affect the review and evaluation process and/or their recommendation for curriculum to be adopted under the Program.

2.2 Customer Service

Publisher shall provide the name, toll free number and email address of a dedicated customer service representative (Attachment #3) to be the single contact at the Publisher's business office. This representative shall have full knowledge of AACPS pricing structure, will be the contact to receive purchase orders and ensure that purchase orders are processed. Services shall include but are not limited to any question from AACPS school personnel regarding missing or backorder items and replacement of damaged materials.

3. DELIVERABLES FOR EVALUATION

AACPS reserves the unilateral right to evaluate texts based on criteria deemed to be in AACPS's best interest to deliver a quality product. AACPS hereby reserves the right to evaluate, at AACPS's sole discretion, the extent to which each deliverable received supports said criteria and how each submission compares to each other. The recommendation of selected materials shall be based on the evaluations using the criteria. In conjunction, the following deliverables will be considered.

3.1 Test Bank

Discuss the ability to provide a "test bank." Include whether it is in print or electronic form and/or if accessible on the internet. If electronic is available detail the technical specifications and requirements on how to access and use the test bank as well as how many users can access it concurrently.

3.2 Professional Development

Describe any and all types of professional development available for example, teacher hot line, train the trainer, monthly or annual teacher training.

3.3 Standards Correlation

Detail your ability to align to the Maryland State Common Core State Curriculum and identify all areas that do not match these standards. These standards can be accessed at the following website. <http://mdk12.org/instruction/commoncore/index.html>.

3.4 Focus Lessons for Standards Not Addressed

Describe your ability to provide focus lessons for any standards not addressed. If protected by copyright, AACPS shall have permission to reproduce these focus lessons.

3.5 Pacing Guides

Detail the availability of pacing guides and/or the support available for the development of pacing guides. If guides are protected by copyright, AACPS shall have permission to reproduce these guides for distribution to schools.

3.6 Reading Strategies

Discuss how reading strategies are addressed within and across content areas.

3.7 Multicultural Diversity

Provide information on how your text and materials address multicultural diversity.

3.8 Differentiation (ESOL, Gifted & Talented, Special Education)

Explain how the product includes differentiation for identified groups of students, specifically ESOL, Special Education and Gifted and Talented.

3.9 Parent Connections

Are there parent connections such as: web site access, homework helpers, etc.? If yes, describe what is available.

3.10 On-Line Access to Materials

Describe on-line access to materials.

3.11 Research Overview

Describe the types of research used in the development of your texts.

3.12 Digital Devices

Describe how your resources interface with electronic reading devices such as the Kindle or Nook and mobile devices such as the iPod Touch etc.

3.13 Technology Questions

Complete in detail the technology questions on Attachment #5

4. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed five (5) years from the date of award. AACPS reserves the right at its sole option to extend the contract annually until a replacement adoption process is issued and awarded. AACPS reserves the right to make changes to curriculum at any time, which may result in the curriculum being approved under this adoption cycle to be reevaluated. AACPS may determine that contracts for courses that depend on state-of-the-art technology remain in force and effect for a period not to exceed two (2) years from the date of award.

5. SUBMITTAL REQUIREMENTS

Check-off list for mandatory requirements in your response to be delivered to the AACPS Library Media Services, provided for your convenience:

1. **Return entire document including Title Page and Specifications**
2. Textbook and Supporting Materials Log (Attachment #2)
3. Textbooks and all materials to be evaluated
4. Response to Deliverable questions Page 12 & 13 paragraph 3
5. Vendor Contact Information sheet (Attachment #3)
6. Response to Technology Single Textbook Adoption Questions (Attachment #5, Page 23)
7. Have you verified website for amendments?

Anne Arundel County Public Schools Single Textbook Adoption Cycle

Information as of July 20, 2011

Dependent upon Funding Availability & Out Years Subject to Change

Content Area	2012 - 2013
English	<ul style="list-style-type: none"> • English Grade 10
ESOL (English for Speakers of Other Languages)	<ul style="list-style-type: none"> • Middle School ESOL • High School ESOL
Mathematics	<ul style="list-style-type: none"> • Algebra Readiness 8 • Geometry
Science	<ul style="list-style-type: none"> • Middle School Science 6 • Middle School Science 7 • Middle School Science 8 • Biology • AP Physics B
Music	<ul style="list-style-type: none"> • AP Music Theory
Advanced Studies & Program	<ul style="list-style-type: none"> • Preparing for the ACT, PSAT, SAT and Beyond

Vendor Contact Information

Name of Vendor/Publisher:			
Ordering Address:			
Phone:		Fax:	
Email Address:			

Dedicated Customer Service Representative

Name:			
Address:			
Phone:		Fax:	
Email Address:			

Contracts Bid Administrator (or Regional Representative)

Name:			
Address:			
Phone:		Fax:	
Email Address:			

Identify the person to whom interview invitations should be sent

Name:			
Address:			
Phone:		Fax:	
Email Address:			

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
SINGLE TEXTBOOK ADOPTION PROGRAM

Course Descriptions
School Year 2012-2013

ENGLISH

ENGLISH Grade 10

Daily English 10 with Additional Reading

Students in this course receive reading instruction and support daily to practice fluency, increase comprehension, and expand vocabulary through research-based reading strategies. Students set goals, extend their abilities to read and write, and practice strategies in both independent and guided reading. Students examine ways writers create, refine, and communicate ideas, then apply writing, grammar, and research skills in oral and written compositions. This daily course prepares students for success on the Maryland English High School Assessment.

English 10

Students set goals, extend their abilities to read and write, and participate in both independent and guided reading to build fluency, endurance, and comprehension. Students examine ways both traditional and contemporary writers create, refine, and communicate ideas, then apply writing, grammar, and research skills in oral and written compositions. This course prepares students for the Maryland English High School Assessment.

Honors English 10

Students apply critical theories and rhetoric to literature and composition using challenging traditional and modern texts. They practice critical reading by analyzing themes, structures, and details. Students apply writing, grammar, and research skills in oral and written compositions. The course prepares students for AP English and the Maryland English High School Assessment.

Pre-Identified Works for English 10	
Title	Author
12 Angry Men	Reginald Rose
13 Reasons Why	Jay Asher
1984	George Orwell
Adoration of Jenna Fox	Mary E. Pearson
All Quiet on the Western Front	Erich Maria Remarque
Animal Farm	George Orwell
Big Fish	Daniel Wallace
Cat's Eye	Margaret Atwood
Catcher in the Rye	J.D. Salinger
Cod: A Biography of the Fish that Changed the World	Mark Kurlansky
Death of A Salesman	Arthur Miller
Fahrenheit 451	Ray Bradbury

Fallen Angel	Walter Dean Myers
Farewell to Arms	Ernest Hemingway
Grapes of Wrath, The	John Steinbeck
Great Gatsby, The	F. Scott Fitzgerald
Greatest Generation, The	Tom Brokaw
Having Our Say...	Sarah L. and A. Elizabeth Delaney
Help, The	Kathryn Stockett
Hope was Here	Joan Bauer
Joy Luck Club	Amy Tan
Killer Angels, The	Michael Shaara
Lord of the Flies	William Golding
Love is the Higher Law	David Levithan
Mama Day	Gloria Naylor
Marcelo in the Real World	Francisco X. Stork
Merchant of Venice	William Shakespeare
Namesake, The	Jhumpa Lahiri
Old Man and the Sea	Ernest Hemingway
Profiles in Courage	John F. Kennedy
Punkzilla	Adam Rapp
Race to Save Lord God Bird, The	Phillip Hoose
Red Badge of Courage, The	Stephen Crane
Taming of the Shrew	William Shakespeare
Things Fall Apart	Chinua Achebe
To Kill A Mockingbird, The Novel	Harper Lee
To Kill A Mockingbird, The Screenplay	Horton Foote (based on the novel by Harper Lee)
Uglies, The	Scott Westerfeld
Wintergirls	Laurie Halse Anderson

ESOL (English for Speakers of Other Languages)

MIDDLE SCHOOL ESOL

ESOL Newcomer MS

Newcomer English language learners may be in a variety of levels below the Entering Level of WIDA. Students receive intensive instruction in the English language while focusing on the four language domains and early literacy. Students learn reading strategies and expand oral comprehension. Students write complete sentences, standard paragraphs, and short content-based essays. Students learn the conventions of grammar and punctuation. In addition, students are exposed to authentic literature with a balance of fiction and nonfiction, and analyze types of text structure used in various writing models. This course also supports students with Limited Formal Schooling.

ESOL Level 1 MS

English language learners may be in the Entering or Beginning Level of WIDA. Students receive intensive instruction in the English language while focusing on the four language domains. Students learn reading strategies and expand oral comprehension. Students write complete sentences, standard paragraphs, and short content-based essays. Students learn the conventions of grammar and punctuation. In addition students examine authentic literature with a balance of fiction and

nonfiction, analyze types of text structure used in various writing models, and complete research projects and reports.

ESOL Level 2 MS

English language learners may be in the Developing or Expanding level of WIDA. Students receive intensive instruction in the English language while focusing on the four language domains. In addition, students examine authentic literature with a balance of fiction and non-fiction, write and present narrative, descriptive, technical, and persuasive writing, and complete research projects and reports. Instruction includes application of research and study skills including the use of technology to complete research projects.

Spanish for Native Speakers for Middle School

The *Spanish for Native Speakers* course provides continuing language instruction in Spanish for those students for whom Spanish is their native language or the language is spoken extensively at home. This course utilizes a developmentally appropriate Language Arts approach similar to that of Language Arts for English speakers. This course also supports students with Limited Formal Schooling.

HIGH SCHOOL ESOL

ESOL Newcomer HS

Newcomer English language learners may be in a variety of levels below the Entering Level of WIDA. Students receive intensive instruction in the English language while focusing on the four language domains and early literacy. Students learn reading strategies and expand oral comprehension. Students write complete sentences, standard paragraphs, and short content-based essays. Students learn the conventions of grammar and punctuation. In addition, students are exposed to authentic literature with a balance of fiction and nonfiction, and analyze types of text structure used in various writing models. This course also supports students with Limited Formal Schooling.

ESOL Level 1 HS

English language learners, in this level, may be in the Entering or Beginning Level of WIDA receives intensive instruction in the English language while focusing on the four language domains. Students learn reading strategies and expand oral comprehension. Students write complete sentences, standard paragraphs, and short content-based essays. Students learn the conventions of grammar and punctuation. In addition, students examine authentic literature with a balance of fiction and nonfiction, analyze types of text structure used in various writing models, and complete research projects and reports.

ESOL Level 2 HS

English language learners, in this level, may be in the Developing or Expanding level of WIDA. Students receive intensive instruction to the English language while focusing on the four language domains at the Developing Level of the. In addition, students examine authentic literature with a balance of fiction and non-fiction, write and present narrative, descriptive, technical, and persuasive writing, and complete research projects and reports. Instruction includes application of research and study skills including the use of technology to complete research projects.

ESOL Level 3 HS

English language learners, in this level, may be in the Expanding or Bridging levels of WIDA. Students focus on mastering the four Language Domains. In addition, students examine authentic literature with a balance of fiction and non-fiction, including novels, short stories, plays, poetry, narratives, and biographies; write and present narrative, descriptive, technical, and persuasive writing; and complete research projects and reports. Instruction includes application of research and study skills including the use of technology to complete research projects.

ESOL Reading HS

Newcomer and beginning English language learners develop literacy skills including letter recognition, sound symbol correlation, and decoding. Instruction includes vocabulary acquisition, use and recognition of vocabulary in context, comprehension, and reading for life skills. Through exploration of various genres of authentic literature in as well as materials specifically designed for English language acquisition, students build fundamental reading foundation skills necessary for success in later academic subjects. This course also supports students with Limited Formal Schooling.

MATHEMATICS

ALGEBRA READINESS 8

Algebra Readiness 8 is a standard level course in the middle school mathematics sequence. Students will extend their knowledge in the content standards and mathematical practices that are outlined by the Maryland Common Core State Curriculum. In addition, this course prepares students for the formalized study of *Algebra 1*. The focus should be on: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) graphing the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem. This course emphasizes the use of multiple representations using modeling and solving contextualized problems through graphs, tables and symbolic representations.

GEOMETRY

This high school graduation requirement course serves as the second in the series of advanced mathematical courses by providing a complete foundation of the geometry topics. The core instructional objectives are defined by the Maryland Common Core State Curriculum. Students will represent concepts of congruence, similarity, and symmetry through the use of geometric transformations. Analytical geometry concepts will connect algebra and geometry resulting in methods of analysis and problem-solving. Students will use triangle similarity and the Pythagorean Theorem to develop and explore the trigonometric properties and laws. Students will also gain an understanding of the relationships among mathematical figures and become active participants in the inductive and deductive processes of thinking through the use of dynamic software.

SCIENCE

SCIENCE 6

In Science 6 students do experiments and projects to understand and solve real problems such as whether buildings will fall down during earthquakes. They study matter, electricity, space, and the environment. Students use computers to run science experiments. Students graph and analyze data from experiments to come to conclusions about their experiments. Students read articles from the science press to keep up with important happenings in our world. Grade 6 is a match to the state curriculum. Topics include the practices of science, physical and chemical weathering the rock cycle, plate tectonics and the solar system. In Life Science, students learn about the environments of living things. In chemistry students learn about mixtures, and the states of matter. In physics, students study electricity and magnetism and properties of waves. Students also study natural resources and begin to study environmental issues.

SCIENCE 7

In Science 7, students focus on life science topics—cells, health, and the environment all aligned to the Maryland state curriculum. They continue their study of matter by learning about atoms. Students plan and carry out experiments, and do projects such as Health Fair, Save Our Species, and School Flu Plan. Use of computers and collection and analysis of data are part of each of the topics that are studied. Students read articles that help them keep current with the topics they study. Science 7 is a match to the state curriculum. Topics include the continuation of the practices of science, the diversity of life, genetics, atoms, and continue the study of natural resources and human needs.

SCIENCE 8

During 8th grade, students study chemistry and test their design skills to create a container to keep ice cream cold. Students investigate chemical reactions and check out the safety of household products. Students learn the physics of motion, why we need seatbelts, and create an amusement park ride. Students investigate weather events, climate, and Earth history. Throughout, students experiment, read current science, use computers to run simulations, and practice the skills of science. Science 8 is a match to the state curriculum. Other topics include astronomy, evolution, an in-depth study of matter- structure, conservation, and physical and chemical changes. Physics topics include mechanics and thermodynamics. Students also examine the affect of human activities on environmental change.

BIOLOGY

Biology is the study of living things. Students learn how living things grow, survive, and reproduce. Project-based learning allows students to connect learning to the real world. The Honors Biology curriculum supports the transition to Advanced Placement Biology. In Honors Biology, students complete a research project, either independently, or as part of a team in order to gain additional experience with the practices of science. Students learn: the diversity of life and how it can be explained by evolution; cells are a fundamental structural and functional unit of life; interdependent relationships characterize biological systems; biological systems use energy and molecular building blocks to carry out life's essential functions; and living systems have multiple mechanisms to store, retrieve, and transmit information. All students learn basic principles of:

- Evolution
- Cell and organism systems
- Interdependent Relationships
- Matter & Energy
- Information transmission, storage and retrieval- inheritance and communication between molecules, cells, and systems

AP PHYSICS B

Students learn the principles of physics with an emphasis on broad concepts and problem-solving using algebra and trigonometry. The basic ideas of calculus may be introduced during the study of some topics, such as acceleration and work. This course prepares students for the Advanced Placement Test in AP Physics B and the opportunity to earn college credit. The Physics B course includes topics in both classical and modern physics. A knowledge of algebra and basic trigonometry is required for the course; the basic ideas of calculus may be introduced in connection with physical concepts, such as acceleration and work. Understanding of the basic principles involved and the ability to apply these principles in the solution of problems should be the major goals of the course. Physics B should provide instruction in each of the following five content areas: Newtonian mechanics, fluid mechanics and thermal physics, electricity and magnetism, waves and optics, and atomic and nuclear physics.

MUSIC

AP MUSIC THEORY

This high school course is offered to students who wish to pursue the study of music theory in a course equivalent to a college introductory course in music theory. This is a college level course designed to earn college level credit for those students scoring at an acceptable level on the College Board Examination. Students will study all interval, scale, and triad forms, notation, simple acoustics, tuning and temperament, and structures of music, using a variety of style periods and genres. Students will study part-writing and harmonic progressions in tonal music with a strong emphasis given to listening skills, particularly those involving recognition and comprehension of compositional techniques. Sight singing, ear training, and creating through composing and arranging are also components of the course. Embedded music technology is an integral part.

ADVANCED STUDIES & PROGRAMS

PREPARING for the ACT, PSAT, SAT and BEYOND

Students in grades 10-12 prepare for the PSAT, SAT and ACT by developing and applying strategies to strengthen critical reading, writing, and mathematical abilities and test-taking skills. Through focused instruction, practice with actual test items, and independent activities, students diagnose their individual needs and implement a program to improve their immediate scores and their greater academic performance in high school and beyond.

Technology Single Textbook Adoption Questions

Technology Components

1. What are the minimum and recommended specs for computers to access software? Including any required plug-ins.
2. What are the software formats (CD, DVD or web-based material included)?
 - A. Is the software an application (if it requires a database, see database section also) or teacher resource data?
 - B. What is the purpose of the software?
 - C. Who will need to use the software?
3. List any additional electronic media (audio, video, CD, DVD) or any additional Add-ins/ons that your product provides.
4. Is there a web-based component or services requiring subscriptions or student accounts?
5. Does the software support/interface with any electronic mobile device?
interactive whiteboard (SmartBoard), eBook reader, mobile phone (Android or Apple), tablet pc (Android or Apple), portable media player (MP3, iPod Touch, iPod, etc), graphing calculator, calculator, PDA, student response IR classroom system, digital camera, GPS

Installation

1. List any special equipment or additional software application required for installation.
2. What is the computer workstation installation process?
3. Does software need to be installed on individual computers or can it be installed on school networks?
4. What are the network requirements?
5. Can the software be hosted? (Indicate: Vendor and/or On-site)
6. If software can be hosted locally, what version of operating system does it run on?
7. What are the storage requirements per student?

Registration codes

1. Are individual registration codes required?
2. For each grade or product?

Benchmarks and Assessments

1. Is ExamView used? If not, what product do you use?
2. Scantron is the assessment standard for AACPS. Can the benchmarks be imported into Scantron?

Support

1. Can teachers call for technical support for software, data issues, or other issues?
2. Will training be required?

**Anne Arundel County Public Schools
Single Textbook Adoption Program**

SOFTWARE LICENSE AGREEMENT

Publisher: _____
Software Title: _____

Licensee: Anne Arundel County Public Schools (AACPS)

Use of the software and any associated media, printed materials and "on-line" or electronic documentation (the "Software") is governed by the following terms:

1. License

A. Publisher listed above hereby grants AACPS non-exclusive license(s) to make and use copies of the Software for the purposes of designing, developing, testing, and using the software product(s) as intended by the publisher. AACPS may install copies of the software on computers, as necessary, in accordance with the licensing provisions below:

- ❖ **Enterprise Level:** All AACPS computers at all AACPS locations may have the software installed. Copies of software may be made and distributed for purposes of installs, re-installs, new images, re-images, or replacement media without additional licensing burden.
- ❖ **Site Level:** All AACPS computers located at specific sites may have the software installed. Copies of software may be made and distributed for purposes of installs, re-installs, new images, re-images, or replacement without additional licensing burden. A site is defined as the conglomerate of buildings located on the same premises that share a common building or school name.
- ❖ **Seat Level:** Individual copies of the software may be installed onto AACPS computers up to the maximum number of seat licenses purchased. Copies of software may be made and distributed for purposes of installs, re-installs, new images, re-images, or replacement media without additional licensing burden as long as the total number of installs do not exceed the licensing limitations.

B. AACPS is granted the right to designate one individual within AACPS to manage the software installation and administration in accordance with the provisions expressed above. This individual will have unimpeded copying and distribution capabilities to ensure logical and timely management of software activities as necessary. This individual will not violate any software licensing or copyright laws.

C. Solely with respect to electronic documents included with the software, AACPS may make an unlimited number of copies (either in hardcopy or electronic form). Such copies shall be used only for internal educational purposes and will not be republished or distributed to any third party other than students as allowed.

D. AACPS may also store or install a copy of the software on a storage device, such as a network server, used only to install or run the software on other computers over an internal network, provided that the software is used in accordance with the specific license agreement.

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AACPS will use licensed software labeled as “upgrade” in accordance with the terms of this License Agreement. If the software is an upgrade of a component of a package of software programs that was licensed as a single product, the software will be used and transferred only as part of that single product package and will not be separated for use on more than one computer unless expressly stated that it is permissible to do so.

3. Copyright

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The software stated above is available in the following licensing format:

- ❖ **Enterprise Level** _____
- ❖ **Site Level** _____
- ❖ **Seat Level** _____

Authorized Publisher Representative Signature

Date

SAMPLE: Contracts will be signed after successful negotiation

Attachment #7

**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING DIVISION
2644 RIVA ROAD
ANNAPOLIS MD 21401
CONTRACT TITLE: SINGLE ADOPTION PROGRAM
5-YEAR CONTRACT PRICING**

Contractor shall provide all labor, supervision, materials, equipment and **INSIDE** delivery (FOB Destination, Freight Included) for the attached list of instructional materials. Unit prices shall be for "each" book/material and shall include all costs associated with the delivery of said books.

1. **TEXTBOOK PRICING:** Prices per unit of book/instructional material shall be as indicated on the attached list. Shipping charges of ___% are added to the unit price of each book/instructional material.
 - a. Anne Arundel County Public Schools reserves the right to reduce unit cost by ___% (amount of shipping) in the event that AACPS secures more advantageous shipping from another source.
2. **CONTRACT TERM:** Price shall remain firm for a period of five (5) years **beginning**_____, **2012 and ending**_____, **2017.**
3. **DELIVERY:** *Delivery shall be FOB: Destination Freight Included.* **INSIDE DELIVERY** to each school is required. The Publisher shall provide 48 hours notice of delivery to each school prior to shipment.
4. **SUBMITTALS:** Requirements as stated in the Single Textbook Adoption Program School Year 2012/2013 Submittal Process shall be expressly incorporated and made part of this contract including but not limited to the Mandatory Terms and Conditions.

ACCEPTED:_____ **DATE:**_____

TYPE NAME:_____ **TITLE:**_____

PUBLISHER:_____

ADDRESS:_____

TELEPHONE:_____ **FAX:**_____

.....
ORDERS SENT TO (if different from above):_____

TYPE NAME:_____ **TITLE:**_____

ADDRESS:_____

ACCEPTED – AACPS SUPERVISOR OF PURCHASING

DATE_____