

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
 PO BOX 25704
 ALBUQUERQUE, NEW MEXICO 87126
 PHONE (505) 881-8415
 FAX (505) 830-1161

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Riverside Publishing Company
 3800 Golf Rd Ste 200
 Rolling Meadows, IL 60008

SHIP TO

Various APS Locations

ATTENTION OF

DATE	VENDOR CODE
5/17/2016	12221

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT

Math & Language Arts Manipulatives and Related Materials

Contract Term: May 23, 2013 to May 22, 2017

Per terms and conditions of: 13-044LJ-AM

Board Approved: 5/22/2013

Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment: Extension

Contact: Shawn Meirather

Phone: 800-767-8420

Email: riverside_proposal_development@hnhco.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

Sanchez Sanchez
 Date 5-18-16

VENDOR AUTHORIZED SIGNATURE

[Signature]
 Date 5/19/16

ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

Riverside — Additional Information

Discount Policy and Schedule

Items not specifically listed are not eligible for any quantity discounts. Discounts are not available for distributed products. Discounts apply to same test, title, level, and form for materials purchased on a single purchase order and invoiced to a single address. Discounts apply to orders for customer use only, not for resale. Quantity discounts cannot be combined with any other discount.

QUANTITY DISCOUNT SCHEDULE		
	10% DISCOUNT	15% DISCOUNT
Complete Test Kits*	15-49	50+
Pkg. of 15	100-249	250+
Pkg. of 25	60-149	150+
Pkg. of 50	35-175	176+
Pkg. of 100	18-87	88+
Manuals/Guides	15-49	50+
Complete Software Programs	5-9	10+

Shipping Charges

Materials are usually shipped by UPS®. All orders within the continental U.S. will be shipped standard ground delivery. Next Day and Second Day Air shipping is available upon request, except for orders placed online. Test results will be shipped second-day air. A shipping service fee is prepaid and added to the invoice.

The shipping service fee includes the cost of storing material, order entry, picking and packing at our warehouse and shipping. Please use the following chart to estimate the shipping service fee for your order:

Order Subtotal	Standard Ground Shipping Service Fee
Under \$100.00	\$10.00 minimum
\$100.00-\$3,000.00	10% of subtotal
\$3,000.01-\$10,000.00	8% of subtotal
\$10,000.01-\$50,000.00	7.5% of subtotal
\$50,000.01-\$100,000.00	7% of subtotal
\$100,000.01-\$200,000.00	6% of subtotal
Over \$200,000.01	5% of subtotal

The shipping service fee for Next Day Air is 17% of the order subtotal (\$20.00 minimum) and 15% of the order subtotal (\$10.00 minimum) for Second Day Air. International shipments should estimate 25% of the order subtotal (\$27.50 minimum).

Rush orders with short timelines will be shipped by the most efficient means needed to meet the date requested and should be authorized by, and will be charged to, the purchaser.

Riverside — Additional Information Page 2

Return Policy

Unless otherwise noted in this catalog, materials will be authorized for return for credit provided that the materials are a for-sale edition and were involved within the prior twelve months, and the materials are in unused and undamaged salable condition. Packages of materials, kits, or software must be unopened. Call or write Riverside's Customer Service Department to request an authorization for the return. Unauthorized returns are subject to restocking fees or may be refused or returned to the customer. Shipping charges for the returning materials are the responsibility of the purchaser.

Scoring service reports, including magnetic tapes and disks, are not returnable for credit.

Authorized returns should be sent to:

Riverside Publishing
c/o RR Donnelley Fulfillment Center
1003 Discovery Road
Green Bay, WI 54311

Warranties

The Riverside Publishing Company warrants that each test offered for purchase is suitable for its intended use, meets educational and professional standards, and is manufactured in usable quality. Unless expressly agreed to in writing by an officer of the company, the company makes no other warranties, expressed or implied, including implied warranties or merchantability and fitness for a particular purpose. The purchaser and/or user assumes all responsibility for use or misuse of the tests. Return, replacement, or refund of all or part of the purchase price, based on usability of the test materials and services, is the company's sole option and constitutes the sole and exclusive remedy or purchaser, in lieu of actual, consequential, special, incidental, or other damages in connection with a test, test materials, scoring, or other services, and any misuse of same. Riverside will not, under any circumstances, be liable for the purchaser's and/or user's expenses in using a test; for delays; for costs of substitute materials and shipping; or for possible lost income, grants, profits, or any other damages.

BID NO. 13-044LJ-AM
Math and Language Arts Manipulatives

The Riverside Publishing Company

Firm Name

Bid No. 13-044LJ-AM

**MATH AND LANGUAGE ARTS MANIPULATIVES
AND RELATED MATERIALS - DISCOUNT FROM LIST**

Page 8

Item

No. Description

In the interest of fairness and sound business practice, please provide the following information regarding your company. No value will be assigned but it will be a factor in determining the responsive and responsible bidder(s). APS reserves the right to request additional information as necessary.

NOTE: Your bid will be rejected if the following information is not provided on these pages.

- 1. Contract Designee: (Name of person assigned to APS account. Include telephone and fax number. Please notify APS if contract designee changes.)**

Riverside Customer Service

phone - 800-323-9540

fax - 630-467-7192

- 2. Special Quotation/Reference/Account Number: (Optional. If applicable, indicate type and number.)**

Not Applicable

- 3. Order Address: (Mailing address for orders)**

3800 Golf Road, Suite 200

Rolling Meadows, IL 60008

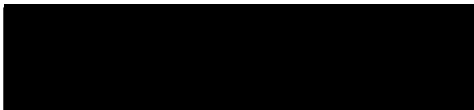
- 4. Remit Address: (Mailing address for payments)**

HMH Collectibles

14046 Collections Center Drive

Chicago, IL 60693

- 5.**



BID NO. 13-044LJ-AM
Math and Language Arts Manipulatives

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Firm Name

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MATH AND LANGUAGE ARTS MANIPULATIVES
AND RELATED MATERIALS – DISCOUNT FROM LIST

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Item

No. Description

6. Overall Catalog Discount: (Net, 10%, etc.) Cover letter explaining discounts is recommended.

0%

7. Individual Price List Discount: (Indicate area, i.e. live material, furniture, etc. which may be more or less than No. 6.)

0%

8. Discount Exceptions: (Indicate, if applicable, i.e. X amount or more pricing, motor freight items, etc.)

Please refer to the enclosed Riverside-Additional Information for our Discount Policy and Schedule.

9. Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)

None

10. Miscellaneous Charges: (i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount or percentage.)

None

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The Riverside Publishing Company
Firm Name

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MATH AND LANGUAGE ARTS MANIPULATIVES
AND RELATED MATERIALS - DISCOUNT FROM LIST

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Item

No. Description

- 11. Delivery Charge Exceptions: (Indicate the amount, percent, etc. to be charged.) Before filling in this section, read General Requirements, F.O.B. Destination, page 6.**

There is an additional charge for shipping and handling. Please refer to the enclosed Riverside-Additional Information for our Shipping Charges.

- 12. APS may on occasion require inside delivery of math and language arts manipulatives, and related materials to a certain location. Can your company deliver these types of manipulatives related material inside a building?**

Yes

- 13. Specify any exceptions and conditions that your company may require.**

There is an additional charge for shipping and handling.

Please refer to the enclosed Riverside-Additional Information for our Discount Policy and Schedule, Shipping Charges, Return Policy, and Warranty information. Prices are those of the then-current catalog period. Pricing is effective for the period January 1st - December 31st.

The contractor may assign the contract to a parent, affiliate, or purchaser of substantially all of its assets.

Terms are net 30 days.

- 14. What is your average lead-time after receipt of order?**

Delivery is 21 days upon receipt of order.

- 15. What is your Return Policy? (Specify your return goods policy, restocking charges, exchanges, etc.)**

Please refer to the enclosed Riverside-Additional Information for our Discount Policy and Schedule, Shipping Charges, Return Policy, and Warranty information.

BID NO. 13-044LJ-AM
Math and Language Arts Manipulatives

The Riverside Publishing Company
Firm Name

Bid No. 13-044LJ-AM

MATH AND LANGUAGE ARTS MANIPULATIVES
AND RELATED MATERIALS – DISCOUNT FROM LIST

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Item

No. Description

- 16. Please explain your discount procedures as it applies to your invoice. (i.e. discount based on unit price, total extension of unit price, total order, etc.) APS PREFERS DISCOUNT BY LINE ITEM.**

Please refer to the enclosed Riverside-Additional Information for our Discount Policy and Schedule, Shipping Charges, Return Policy, and Warranty information.

- 17. Does your company have a digital catalog or online ordering capabilities? If so please include detailed information on catalogs, ordering procedures, website information etc.**

Yes. Products and services can be ordered through our customer service department and/or online at www.riversidepublishing/catalog.

- 18. Add any other information regarding ordering procedures that has not been discussed that you wish to have considered.**

Please refer to the enclosed Riverside-Additional Information for our Discount Policy and Schedule, Shipping Charges, Return Policy, and Warranty information.

- 19. Fax Number(s) for purchase orders:**

630-467-7192

- 20. Email address for companies APS contact: (Used to get quotes, request returns, pricing problems)**

RPC_Customer_Service@hnhco.com

Note: Please include any attachments/procedures that display your companies' policies.

Previous Bid No. 09-066GR-SL