



College Station Independent School District

Success...each life...each day...each hour

PURCHASING OFFICE INTER-DEPARTMENTAL MEMO

DATE: June 1, 2021
TO: Amy Drozd, CFO
FROM: Carmella Shafer, Director of Purchasing
SUBJECT: STEMscopes Renewal

STEMscopes is an online teacher and student resource that provides the backbone of our science resource materials for lesson design. Its platform includes comprehensive digital resources, supplemental print materials, and hands-on exploration that drives engagement and academic growth. Each unit includes a wealth of opportunities for students that not only cover the science TEKS with depth but also provide intentional cross-curricular learning experiences that help build bridges of connection between the content areas students are learning throughout the school day.

STEMscopes, being a completely online platform, was able to revise their materials to align with the revised standards. Science will go through another full adoption cycle with Proclamation 2025.

These online resources are available on the Choice Partners Purchasing Cooperative Contract #19/038KC-01. Choice Partners is a purchasing cooperative with contracts that have been competitively bid and meet the competitive bid requirements stipulated in the Texas Government Code, Section 791.025, and the Office of Management and Budget (OMB) 2 CFR Part 200 for federal funds expenditures.

It is the recommendation of Carmella Shafer, Director of Purchasing and Penny Tramel, Chief Academic Officer that we renew STEMscopes from Accelerate Learning Inc. for 3 years for \$219,967.50 using IMA funds. By purchasing a 3 year renewal we will save approximately \$21,375.00.

Handwritten signature of Carmella Shafer in blue ink.

Carmella Shafer, Director of Purchasing

Handwritten signature of Penny Tramel in blue ink.

Penny Tramel, Chief Academic Officer



Accelerate Learning Inc.

3 yr

STEMscopes Quote

Quote/Invoice Number: 00058256
 Account Name: College Station Independent School District
 Shipping Address: 1812 Welsh Ave
 College Station, Texas 77840-4800
 United States
 Contact Name: Amanda Gibson
 Email: agibson@csisd.org
 Phone: (979)764-5762

MAIL PAYMENTS TO:
 Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464

Created Date: 4/27/2021 Start Date: 4/20/2021
 Prepared By: Kaz Kuzminski

Description: STEMscopes three year online quote for grades K-8, biology, chemistry and physics based on student counts provided by Amanda Gibson.
 Choice Partners Contract # 19/038KC-01

The quantity below represents the total number of students for each grade level.

Product	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Grade 1 Online	978-1-93662-096-2	Grade 1	800.00	3 Years	\$5.25	\$14.25	\$11,400.00
TX Grade 2 Online	978-1-93662-097-5	Grade 2	800.00	3 Years	\$5.25	\$14.25	\$11,400.00
TX Grade 3 Online	978-1-93662-096-8	Grade 3	800.00	3 Years	\$5.25	\$14.25	\$11,400.00
TX Grade 4 Online	978-1-93882-095-1	Grade 4	800.00	3 Years	\$5.25	\$14.25	\$11,400.00
TX Grade 5 Online	978-1-93662-094-4	Grade 5	2,250.00	3 Years	\$5.25	\$14.25	\$32,062.50
TX Grade 6 Online	978-1-93662-093-7	Grade 6	2,250.00	3 Years	\$5.95	\$16.35	\$36,787.50
TX Grade 7 Online	978-1-93662-092-0	Grade 7	1,700.00	3 Years	\$5.95	\$16.35	\$27,795.00
TX Grade 8 Online	978-1-93662-091-3	Grade 8	1,700.00	3 Years	\$5.95	\$16.35	\$27,795.00
TX Grade K Online	978-1-93662-099-9	Grade K	750.00	3 Years	\$5.25	\$14.25	\$10,687.50
TX HS Biology Online	978-1-93662-090-6	HS	800.00	3 Years	\$5.95	\$16.35	\$13,080.00
TX HS Chemistry Online	978-1-93662-089-0	HS	800.00	3 Years	\$5.95	\$16.35	\$13,080.00
TX HS Physics Online	978-1-93662-088-3	HS	800.00	3 Years	\$5.95	\$16.35	\$13,080.00
TX ReTEKS Grade 5 Online	978-1-63037-071-8	Grade 5	3.00	3 Years	\$495.00	\$0.00	\$0.00
TX ReTEKS Grade 8 Online	978-1-63037-073-2	Grade 8	3.00	3 Years	\$695.00	\$0.00	\$0.00

Subtotal: \$219,967.50
 Shipping: \$0.00
 Order Total: \$219,967.50

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes ("ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

Product Returns/Exchanges: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor.

User Information: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

Term: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

Payment Terms: Payment is due net 30 days after receipt of invoice.

Freight Charges: Standard freight charge is 8% of the price of the print or kit product purchased. There are no freight charges for online products.

Sales Tax: All orders are subject to applicable sales tax.

CUSTOMER SERVICE

Phone: 281-859-4500

Fax: 281-833-4510

Email: stemscopes@acceleratelearning.com

MAIL PO's and correspondence to:

Accelerate Learning Inc.

5177 Richmond Ave, Suite 1025

Houston, Texas 77055