

Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

Phone (757) 925-6762 Fax (757) 942-4333

January 31, 2021

To All Interested Parties:

Subject: Request for Proposal Provide English/Language Arts Textbooks/Program for Grades: PreK, PreK-1, K-2, 3-5, PreK--5, K-5

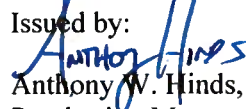
The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide English/Language Arts textbooks, reading programs, writing, and/or handwriting curriculum for grades **Pre-K, Pre-K-1, K-2, 3-5, Pre-K--5, K-5**. Please read carefully all information contained in the RFP document. Interested parties are invited to submit one (1) original (paper copy) and one (1) electronic copies marked "**Proposal to Provide English/Language Arts Textbooks/Programs for Grades Pre-K, Pre-K-1, K-2, 3-5, Pre-K--5, K-5**" on or before 2:00 pm on Tuesday, February 22, 2022. **The preferred electronic format is either a thumb drive or submission through the EVA portal. Proposals shall be no more than twenty-five (25) pages plus the correlations.** The proposal shall be sealed in an envelope/package clearly marked with RFP Title English/Language Arts Pre-K-5 Adoption, the due date and time and delivered to:

Anthony W. Hinds, CPPB
Department of Purchasing, 2nd floor
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. In addition, one (1) set only of student texts, teacher editions and ancillary materials for each grade level may be requested during the adoption process. If digital versions are not available, the printed copies must be sent prior to the submission date. Samples shall be sent to the attention of the Textbook Clerk, Suffolk Public Schools Operations Center, 3264 Pruden Boulevard, Suffolk, VA 23434. Deliveries can be scheduled from 8 am until 2 pm. Additionally, publishers may be required to send samples to various locations throughout this process. Should the physical viewing locations for community comment open, a full set per location will also be required to be sent at no charge. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, at anthonyhinds@spsk12.net.

Issued by:

Anthony W. Hinds, CPPB
Purchasing Manager
Enclosures

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION I SCOPE OF SERVICES

It is the purpose of this Request for Proposals (RFP) to solicit sealed proposals to provide comprehensive elementary evidence-based, researched, and reviewed curricular and instructional materials in English Language Arts (ELA), Reading, and/or Writing for Suffolk Public Schools, Grades **Pre-K, Pre-K-1, K-2, 3-5, Pre-K--5, K-5**. The curricula shall include a wide variety of materials that support the development of concepts and offer instructional options to teachers, along with varied learning opportunities for students and shall be aligned to a comprehensive literacy approach to reading. Additionally, the program should include strong professional development and a parental involvement component.

A direct correlation to the Virginia English 2017 Standards of Learning and State Curriculum Framework is required for the ELA curricula. Information is provided with instructions for the completion of the correlations. Inclusion on the Virginia State Approved List is not required.

Purchase of all textbooks shall be dependent on the availability of funding. Suffolk Public Schools reserves the right to purchase at a later date or implement the adoption in stages.

General Requirements:

The School Board seeks comprehensive English/Language Arts/Reading curricula for grades: **Pre-K, Pre-K-1, K-2, 3-5, Pre-K--5, K-5** correlated to the 2017 English Standards of Learning and aligned to evidence-based and researched based practices. The curricula must include the following components:

A. Student Edition

1. The objectives of the textbook shall be closely aligned with the 2017 English Standards of Learning as defined by the Virginia Department of Education.
2. The content shall be historically accurate and research based.
3. The content shall be appropriately developed and presented as a cohesive and unified body of interest. Include close reading passages and integrate challenging text-specific questions that support students' deep analysis through evidence-based practices relying on text dependent questions.
4. Include reading strategies to support comprehension and provide opportunities for students to build knowledge, insight, and central ideas through close reading of specific texts.
5. Include opportunities to write for a variety of purposes and audiences including responding to text.
6. Lessons are grounded in complex texts, both informational and literary, that are diverse in terms of perspective, topic, genre and time period. Vocabulary is incorporated into the lessons.
7. Include any related concepts in your submission.
8. The content shall be reflective of current research-based pedagogy.
9. The textbook shall incorporate vocabulary into the lessons.
10. The textbook/curriculum shall offer test-taking strategies and provide for practice of these strategies.
11. The textbook/curriculum shall offer differentiated practice activities for each objective.
12. The development of content shall be contemporary in nature and use of technology shall be explicit throughout the textbook.
13. The design of the textbook/curriculum shall allow for flexibility in use and provide for

- individual differences and learning styles.
14. The design of the textbook/curriculum shall facilitate active student participation and understanding.
 15. The organization of the textbook/curriculum shall lend itself to ease of use.
 16. The content, both written and pictorial, shall be unbiased and nondiscriminatory.
 17. The textbook/curriculum shall include an evaluation program that presents the concept of evaluation as a part of instruction.
 18. The textbook shall present all ethnic and gender perspectives throughout the content area.
 19. The textbook shall include real life application of skills.

B. Teacher Edition

A teacher edition shall be provided at no additional cost for every teacher (including special education, resource, etc.) throughout the first year of the adoption. Additional teacher editions shall be provided at no cost for every 25 student books ordered during the course of the contract. A price shall be established for additional teacher editions that are purchased; the price shall remain the same for the duration of the contract, except for the increase described in Section V, Item 4. The teacher edition for the program shall do the following:

1. The teacher edition shall include lesson objectives aligned to the VA 2017 Standards of Learning with explicit learning experiences.
2. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion and people with disabilities.
3. K-2 curricular and instructional materials include daily instruction for all aspects of foundational reading, including a specific scope and sequence for teaching phonemic awareness, phonics, and fluency with science of reading evidence-based practices with resources and assessments that measure foundational skills.
4. Provide instructional materials designed for whole group, small group, and individual instruction that cultivate student responsibility and independence.
5. Strategies for explicitly teaching a wide range of students including students with disabilities, English Language Learners, and students identified as gifted.
6. Support both process-writing and on-demand writing, Emphasize writing instruction.
7. Provide opportunities for regular independent reading of texts that appeal to students' interest while developing both knowledge base and joy for reading.
8. Provide a systematic approach to academic language acquisition and vocabulary prevalent in complex texts through reading, writing, speaking, and listening.
9. The teacher edition shall include cross-curriculum connections and literature connections with suggested lessons.
10. Include tools, resources, and documents that provide parents/guardians and others with necessary resources to provide support to academic progress at home or outside the school setting.
11. Provide digitally available student-facing, teacher-facing, and parent/guardian facing materials and resources.
12. Include digital and hard-bound print formats.
13. Strategies for teaching specific skills shall be included.
14. The teacher edition shall offer a portfolio/suite of formative assessments, summative assessments and/or performance-based assessments.
15. Explanations of any ancillary materials available shall be included.

16. A suggested pacing guide to aid in planning shall be included.
17. Re-teaching, practice and extension activities/lessons shall be included.
18. Ancillary materials, including software, shall be discussed in the teacher materials.
19. An evaluation system (pre, post and cumulative tests) shall be included. Tests in SOL format with technology enhanced items shall be included.
20. Purposeful, real-life connections shall be provided.
21. A parent involvement component shall be included.
22. Activities for students shall be differentiated to address all ability levels and learning styles (i.e., advanced to academically challenged, LEP, ESL)
23. Virginia SOL objectives shall be provided.

C. Skills Practice and Ancillary Components

The reading program shall include a set of ancillary materials at no additional cost for every teacher (including special education, resource, etc.) during the initial year of adoption. In addition, three (3) sets of ancillary materials at each grade level shall be provided during the initial adoption at no additional cost for each school to be used by the special education teachers. Components that are considered to be consumable by the students should be provided at no cost to Suffolk Public Schools each year for the duration of the contract, but minimally must be provided for the initial year of adoption.

1. A comprehensive array of quality ancillary materials (workbooks, big books, charts, tables, resource kits, tactile and kinetic activities, computer programs, audiovisual materials, and assessment instruments) shall be included.
2. Computer management/monitoring system shall be provided for use by both students and teachers.
3. Provide a classroom library of supplementary reading materials geared to independent critical thinking for each grade level, to include multiple copies of each.
4. The program shall offer pretests, post tests, free response tests and shall provide performance tests with scoring rubrics.
5. All software, to include but not be limited to the teacher resources and test generators, must be web-based. Software must be 100% compatible with Chromebooks (100% compatible with Chrome OS and Chrome browsers using current versions) for staff and student use. A virtual desktop is not considered 100% compatible regardless of hosting status. Any deviation from this 100% compatibility may lead to your proposal not being considered. If data integration is utilized the SPS Data Sharing Agreement must be signed. Data can be integrated via Clever or SFTP CSV automated file upload (data cannot be shared via end users uploads). Any software/web-based application must be made available during the RFP process for Technology to review compatibility. User authentication must be Google SSO or SAML.

D. Assessment

Assessment components as recommended by the publisher shall be provided for each student at no additional cost during first year of the adoption. After the initial adoption period, a price shall be established that shall remain the same for the duration of the contract, except for the 2% increase described in Section V, Item 4. The assessment materials must:

1. Measure students' knowledge and performance.
2. Assess performance across the reading framework.
3. Provide comprehensive balanced assessments to support the 2017 Virginia Standards of Learning

to include technology enhanced questions.

4. Provide formative assessments for monitoring progress.
5. Offer alternative or parallel assessments for re-testing.
6. Provide for modification for special needs students.

E. Service, Training and Support

The publisher shall provide the following:

1. Initial professional development for all teachers during the first year of implementation and each additional year for new teachers
2. Scheduled on-going professional development activities to be agreed upon by both parties during negotiations
3. Information on updates and revisions to the adopted program reported to the school administration during the length of the contract

F. Additional Requirements:

1. All books and materials shall be ready to ship by July 2022
2. All ancillary materials must be packaged in a “per teacher” unit.
3. All samples become the property of Suffolk Public Schools unless otherwise stated in your proposal
4. If the curriculum is available electronically or online, provide pricing for this option.
5. Provide price for curriculum in soft cover edition, if available.
6. Provide readability level of all textbooks/curriculums.
7. Provide information on availability of student texts printed in languages other than English, online, large print, Braille, audio version, Plain English etc.

SECTION II PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Publisher’s capabilities to provide the required reading textbooks/program may be accurately evaluated. Publishers are required to submit each item listed below as a complete proposal.

A. Provide a written narrative statement including the qualifications of the publisher to provide the services described in the Scope of Services. The following information and/or materials must be included:

1. Experience in providing successful reading textbooks/programs.
2. Names and qualifications of individual(s) who will be involved in this project, including but not limited to Sales Representative, Professional Development Trainer(s).
3. Evaluation procedures used to validate that the proposed reading program has raised student achievement.
4. Detailed listing/description of ancillary materials.
5. Detailed listing/description of assessment materials.
6. Detailed listing/description of professional development and training.

B. Virginia SOL Content Correlation must be completed as per directions enclosed in Attachment 3 and returned with proposal. **No proposal will be considered if SOL correlation is not returned with proposal.**

- C. Provide details on how the program is aligned to a comprehensive literacy approach to reading.
- D. Provide a cost proposal to include itemized list of costs of all materials. Shipping shall be included in cost proposal.
- E. Provide a list of schools currently using the proposed reading textbooks/program. Include the school address, phone number and a contact person to be used as a reference.
- F. Provide samples of all textbooks, teacher editions, ancillary materials and assessment components shall be sent to each school upon notification by the School Board and only upon the request of the School Board. Please do not send anything other than digital copies until prompted to do so.
- G. All software shall be web-based and samples shall be full working editions, not just samples/demos.
- H. In the submittal of your proposal, please answer the following Technology related questions:

Additional Technology Questions

1. Is the application 100% compatible with the current version of Chrome OS (Chromebooks)?
2. Does the application or product use video resources? If so, what is the source (host) of the video resources? Vimeo is not supported by SPS.
3. Where is the application hosted?
4. What are the minimum system requirements for the application?
5. Does the application integrate with Canvas? If so, how is the integration accomplished?
6. Does the application require staff and/or student information?
7. Does the application use Clever for integration with SIS information?

8. Does the application utilize Google SSO or SAML for user authentication?

9. Does the application require Java?

10. Does the application require Flash?

11. Does the application require any browser plug-ins and/or extensions?

12. Does the application utilize any special hardware or peripheral devices?

Program must be compliant with our Technology resources for Suffolk Public Schools to issue an award and for any proposal to move forward for further evaluation. Determination of whether a program meets our needs will be at the discretion of the School Board.

SECTION III EVALUATION CRITERIA

The successful offeror will be selected based upon the following criteria:

A. Student Edition Criteria

The objectives of the textbook shall be closely aligned with the 2017 Standards of Learning as defined by the Virginia Department of Education.

1. The content shall be historically accurate and research based.
2. The content shall be appropriately developed and presented as a cohesive and unified body of interest. Include close reading passages and integrate challenging text-specific questions that support students' deep analysis through evidence-based practices relying on text dependent questions.
3. Include reading strategies to support comprehension and provide opportunities for students to build knowledge, insight, and central ideas through close reading of specific texts.
4. Include opportunities to write for a variety of purposes and audiences including responding to text.
5. Lessons are grounded in complex texts, both informational and literary, that are diverse in terms of perspective, topic, genre and time period. Vocabulary is incorporated into the lessons.
6. Include any related concepts in your submission.
7. The content shall be reflective of current research-based pedagogy.
8. The textbook shall incorporate vocabulary into the lessons.
9. The textbook/curriculum shall offer test-taking strategies and provide for practice of these strategies.

10. The textbook/curriculum shall offer differentiated practice activities for each objective.
11. The development of content shall be contemporary in nature and use of technology shall be explicit throughout the textbook.
12. The design of the textbook/curriculum shall allow for flexibility in use and provide for individual differences and learning styles.
13. The design of the textbook/curriculum shall facilitate active student participation and understanding.
14. The organization of the textbook/curriculum shall lend itself to ease of use.
15. The content, both written and pictorial, shall be unbiased and nondiscriminatory.
16. The textbook/curriculum shall include an evaluation program that presents the concept of evaluation as a part of instruction.
17. The textbook shall present all ethnic and gender perspectives throughout the content area.
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B. Teacher Edition Criteria

1. The teacher edition shall include lesson objectives aligned to the VA 2017 Standards of Learning with explicit learning experiences.
2. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion and people with disabilities.
3. K-2 curricular and instructional materials include daily instruction for all aspects of foundational reading, including a specific scope and sequence for teaching phonemic awareness, phonics, and fluency with science of reading evidence-based practices with resources and assessments that measure foundational skills.
4. Provide instructional materials designed for whole group, small group, and individual instruction that cultivate student responsibility and independence.
5. Strategies for explicitly teaching a wide range of students including students with disabilities, English Language Learners, and students identified as gifted.
6. Support both process-writing and on-demand writing, emphasize writing instruction.
7. Provide opportunities for regular independent reading of texts that appeal to students' interest while developing both knowledge base and joy for reading.
8. Provide a systematic approach to academic language acquisition and vocabulary prevalent in complex texts through reading, writing, speaking, and listening.
9. The teacher edition shall include cross-curriculum connections and literature connections with suggested lessons.
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11. Provide digitally available student-facing, teacher-facing, and parent/guardian facing materials and resources.
12. Include digital and hard-bound print formats.
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14. The teacher edition shall offer a portfolio/suite of formative assessments, summative assessments and/or performance-based assessments.
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18. Ancillary materials, including software, shall be discussed in the teacher materials.
19. An evaluation system (pre, post and cumulative tests) shall be included. Tests in SOL format with technology enhanced items shall be included.

20. Purposeful, real-life connections shall be provided.
21. A parent involvement component shall be included.
22. Activities for students shall be differentiated to address all ability levels and learning styles (i.e., advanced to academically challenged, LEP, ESL)
23. Virginia SOL objectives shall be provided.

C. Practice, Assessment and Ancillary Components Criteria

1. The practice, assessments and ancillary components are aligned with the 2017 Standards of Learning Objectives as defined by the Virginia Department of Education.
2. The program is aligned to a comprehensive literacy approach to reading.
3. A variety of quality ancillary materials are included to provide for the different learning styles of students.
4. Pretests, post-tests, re-tests, free response tests are provided to include scoring rubric and tests in SOL format including technology enhanced items.
5. Modifications are provided for special needs students to include portfolio assessment ideas.

D. Use of technology is included throughout the program and is web-based with Canvas integration.

Items A-D are covered in Attachment Four the criteria presented will be used to determine points
Items E-I will be graded individually and ranked by members of the evaluation committee

E. Evidence of improved student achievement with the use of the proposed reading/textbooks program is provided.

F. Qualifications of the individuals involved in this project and their availability will be evaluated.

G. Quality and availability of training/professional development provided will be evaluated.

H. Value and completeness of the cost proposal will be a consideration.

I. The evaluation committee will consider other value-added criteria as deemed important to the program in question.

Evaluation process/grading of the above criteria with adoption points as found in Attachment 4 factored in:

5. Excellent: Exceeds all expectations and provides an excellent response to all the above criteria. 5pts
4. Good: Achieves all expectations and meets the requirements to the above criteria. 4pts
3. Acceptable: Meets most of the objectives and requests of the above criteria. 3pts
2. Poor: Falls short of expectations and fails to meet most of the above criteria. 2pts
1. Unacceptable: Fails to meet any of the above criteria. 1pt.

SECTION IV SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. Selected vendors may**

be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.

- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. The School Board reserves the right to award multiple contracts as may be most advantageous to the School Board.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposals.
- F. Notice of Award for this solicitation shall be in writing to the successful offer and posted on the Suffolk Public Schools website and bid board at 100 N. Main Street, Second Floor, Suffolk VA 23434.

SECTION V TERMS AND CONDITIONS

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All materials will be delivered to the Textbook Warehouse at 3264 Pruden Blvd., Suffolk, VA 23434. All shipping and handling costs shall be at the expense of the publisher.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on the day of award and continue through June 30, 2023 after which this agreement will automatically be renewed for seven additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice prior to June 30th of each year. The School Board may approve a price increase, not to exceed the Consumer Price Index, South region, to the itemized list of costs of materials for all materials purchased after June 30, 2023. The School Board reserves the right to negotiate additional years and extend the adoption in order to maintain continuity of the instructional program. The price paid for each textbook will not exceed the lowest wholesale price at which the textbook involved in the contract was currently bid under contract in the United States, in accordance with § 22.1-241 of the Code of Virginia. The publisher in submitting a proposal certifies that the books meet the requirements of the Code of Virginia.

F. TERMINATION: The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

G. COLLATERAL CONTRACTS: Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.

H. NONDISCRIMINATION: In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin.

The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organizations.

I. DRUG FREE WORKPLACE: A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the

contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

J. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION. Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. (See Exhibit 1.)

K. APPLICABLE LAWS: The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

L. SEVERABILITY: Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

M. CONTINGENT FEE WARRANTY: The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.

N. FINANCIAL RECORDS AVAILABILITY: The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.

O. OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.

P. CONFIDENTIAL INFORMATION: All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:

- a. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
- b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;

- c. Information made available to the Successful Offeror from a third-party source without any secrecy obligation attaching thereto; and
- d. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

Q. COMPLIANCE WITH LAW AND STANDARD PRACTICES: The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.

R. TAXES, FEES, CODE COMPLIANCE AND LICENSING: The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.

S. COORDINATION OF WORK: The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.

T. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Successful Offeror agrees to the extent permitted by applicable law, to indemnify and hold the School Board and its representatives harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the School Board at any time to the extent such liability, loss or expense results from the Successful Offeror's negligence, breach of the terms hereof, or willful misconduct under the terms of this agreement or applicable law.

U. INSURANCE: The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.

V. WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE: The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.

W. PUBLIC LIABILITY INSURANCE: The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

X. CERTIFICATE OF INSURANCE: The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to any such change in coverage.

Y. SCC ID Number: In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this information with your submittal may result in rejection of your proposal.

SCC ID Number _____

Z. COMPLIANCE WITH FEDERAL LAW: The successful bidder shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

AA. SUSPENSION OR DISBARMENT - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

BB. PROPRIETARY INFORMATION – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission and must provide a written statement as to why such protections are necessary. Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law. The School Board will not release such information unless required to do so pursuant to the Virginia Freedom of Information Act or court order. The School Board will inform the Offeror/Vendor of any request for such proprietary information and whether the School Board determines that the information should be released in accordance with the Virginia Freedom of Information Act or court order. The School Board will allow the vendor a reasonable amount of time to challenge the release of such information. A statement by the Offeror that the entire proposal is proprietary and/or a statement that Offerors pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal, not under separate cover and labeled proprietary, shall be Public Information in accordance with state statutes.

CC. ANTI-TRUST/ANTI-COLLUSION– Any perceived incidence of price fixing or anti-trust violations shall be reported to the State Attorney General for possible enforcement of anti-trust laws. In your proposal, please include there has not been any collusion in your proposal.

DD. QUESTIONS - Submit questions about the specifications by e-mail to the Procurement personnel identified in this RFP not less than five (5) working days prior to the closing date of the Request for Proposal.

ATTACHMENT 1

Projected Timeline for Textbook Adoption Process

Projected Dates	Task	Department(s) Responsible
December 2021	Develop Timeline	Instruction & Purchasing
January 2022	Establish Textbook Adoption Committee	Instruction & School Board
January 2022	Develop Instructional Specifications	Instruction
January 28, 2022	Complete draft of Request for Proposal	Purchasing
January 31, 2022	Complete and send out RFP	Purchasing
February 2022	Receive Proposals	Purchasing
February 2022	Receive textbook samples (ones submitted as part of RFP)	Purchasing
February 2022	Distribute Proposals to Steering Committee	Purchasing
March 2022	Review proposals and short list publishers,	Steering Committee
March 2022	Notify publishers of timeline and request that samples be sent to schools	Purchasing
March 2022	Notify schools of dates to expect textbook samples	Instruction
March 2022	Textbook samples and Evaluation Forms are delivered to schools	Publishers and Instruction
April 2022	Textbooks reviewed and evaluated at school level – Update to School Board and placing books for 30 day review online and potentially public places (Covid)	Adoption Committee, Teachers, Parents, Community
End of April 2022	Publisher Presentations to Adoption Committee,	Instruction, Purchasing, Publishers
End of April 2022	Evaluation Forms due to Purchasing Department	Adoption Committee
Early May 2022	Steering Committee reviews evaluations	Steering Committee
Early May 2022	Adoption Committee ranks textbooks and identifies final package, Update to the Board of community feedback	Instruction, Purchasing & Adoption Committee
Late May 2022	Present textbook adoption recommendation to Superintendent after negotiations with top provider	Instruction & Purchasing
Not later than June 2022	Submit recommendation to School Board	Instruction & Purchasing
Not later than June 2022	School Board approves Textbook Adoption	School Board
By June 24, 2022	Contract is signed and purchase orders are prepared	Instruction & Purchasing

ATTACHMENT 2

List of schools and addresses

Mark all samples “READING ADOPTION SAMPLES” and provide a list of all materials included with the samples, title and ISBN numbers to the schools and at the same time, send a copy of this information to Anthony Hinds at the email address listed on page one of the Request for Proposal.

School/Address	Grades	Phone
Booker T. Washington Elementary 204 Walnut Street Suffolk, VA 23434	K-5	757-934-6226
Creekside Elementary School 1000 Bennett’s Creek Park Road Suffolk, VA 23435	K-5	757-923-4251
Elephant’s Fork Elementary 2316 William Reid Drive Suffolk, VA 23434	K-5	757-923-5250
Florence Bowser Elementary 4540 Nansemond Parkway Suffolk, VA 23435	K-2	757-923-4164
Hillpoint Elementary School 1101 Hillpoint Road Suffolk, VA 23434	K-5	757-923-5252
Kilby Shores Elementary 111 Kilby Shores Drive Suffolk, VA 23434	K-5	757-934-6214
Mack Benn Jr. Elementary 1253 Nansemond Parkway Suffolk, VA 23434	K-5	757-934-6224
Nansemond Parkway Elementary 3012 Nansemond Parkway Suffolk, VA 23434	K-5	757-923-4167
Northern Shores Elementary 6701 Respass Beach Road Suffolk, VA 23435	K-5	757-923-4169
Oakland Elementary 5505 Godwin Boulevard Suffolk, VA 23434	K-5	757-923-5248
Southwestern Elementary 150 Pioneer Road Suffolk, VA 23437	K-5	757-942-4281

ATTACHMENT 3

Virginia Standards of Learning Objectives Correlation Directions

For each SOL objective, provide in an easy to read format, the **grade level, abbreviated book title, and page number(s)** where material closely related to the objective may be found. In other words, for each objective, cite one or more places where it is covered. The goal is to provide the committee with a clear snapshot of your materials; provide an exemplary, not an exhaustive content correlation. Please indicate those portions of texts where SOL objectives are best covered. The correlations provided will be checked by the committee.

The 2017 Reading Standards of Learning are accompanied by a Curriculum Framework that amplifies and defines in greater detail the essential understandings, knowledge and skills contained in the Standards of Learning. The Standards of Learning and the Curriculum Framework should be considered together because they form an integrated body of knowledge and skills that are measured by the Standards of Learning tests. Both are available at the Virginia Department of Education website.

ATTACHMENT 4
Rubric for Evaluation

Evaluation Criteria Used by Textbook Review Committee

Section I: Correlation with the Standards of Learning

Determine the degree to which content found in these textbooks is correlated with the Standards of Learning and the Curriculum Framework for this subject.

Meets Expectations 3	Below Expectations 2 (Note: Provide examples to support this rating.)	Unacceptable 1 (Note: Provide examples to support this rating.)
<p>Lessons are aligned with the standards.</p> <p>Content appears accurate, clear, and in sequential order.</p> <p>Most of the essential understandings, knowledge, and skills are supported.</p> <p>Many opportunities are provided for students to practice essential skills.</p>	<p>Limited connections between the standards and the lessons are noted.</p> <p>Content appears to contain some inaccuracies or is not always clear.</p> <p>Essential understandings, knowledge, or skills are not sufficiently addressed.</p> <p>There is limited opportunity for students to practice essential skills.</p>	<p>No correlation between the standards and the lessons are noted.</p> <p>A logical sequence of content cannot be identified and/or there appear to be significant content inaccuracies.</p> <p>Essential understandings, knowledge, or skills are not addressed.</p> <p>Opportunities to practice essential skills are not included.</p>

Comments or concerns related to content accuracy, bias, or editing:

Evaluation Criteria Used by Textbook Review Committee

Section II: Rubric for Instructional Design and Support

(Reported and may be used in correlation and approval considerations.)

Meets Expectations 3	Below Expectations 2 (Note: Provide examples to support this rating.)	Unacceptable 1 (Note: Provide examples to support this rating.)
Criterion 1 - Textbook is presented in an organized, logical manner and is appropriate for the age, grade, and maturity of the students.		
Textbook is logically organized and grade/age appropriate for students to include supports for students with disabilities, ELL, and gifted.	Textbook lacks consistency in organization and appropriateness for the grade/age of students and lacks support for students with disabilities, ELL, and gifted.	Textbook is not reasonably organized and is inappropriate for the grade/age of the students without any support for students with disabilities, ELL, and gifted.
Criterion 2 - Textbook is organized appropriately within and among units of study.		
Scope and sequence is easy to read and understand.	Scope and sequence is confusing and not easy to understand.	Scope and sequence is difficult to read and understand.
Criterion 3 - Format design includes titles, subheadings, and appropriate cross-referencing for ease of use.		

Organizational properties of the textbook assist in understanding and processing content.	Organizational properties of the textbook offer limited assistance in understanding and processing content.	Organizational properties of the textbook do not assist in understanding and processing content.
Criterion 4 - Writing style, syntax, and vocabulary are appropriate.		
Readability is appropriate for the grade level. Writing style and syntax are varied and appropriate to enhance student understanding. Vocabulary consists of both familiar and challenging words. .	Readability may be appropriate but is inconsistent throughout the text. Writing style and syntax may be inappropriate or lack variety, offering limited support for student understanding. Vocabulary may be too challenging or too familiar.	Readability is not appropriate for the grade level. Writing style and syntax are often inappropriate and lack variety to enhance student understanding. Vocabulary is too challenging or unfamiliar.
Criterion 5 - Graphics and illustrations are appropriate.		
Visuals are accurate, support the text, and enhance student understanding.	Visuals are somewhat unclear and offer limited support for the text and student understanding.	Visuals are inaccurate, do not support the text, and do not enhance student understanding.
Criterion 6 - Sufficient instructional strategies are provided to promote depth of understanding.		
Materials provide students with opportunities to integrate skills and concepts.	Materials provide students with limited opportunities to integrate skills and concepts.	Materials provide students with no opportunities to integrate skills and concepts.
Criterion 7 - Culturally relevant materials, teaching, and instructional practices are provided.		
Materials include culturally relevant materials, teaching strategies, and instructional practices.	Materials include limited culturally relevant materials, teaching strategies, and instructional practices.	Materials include no culturally relevant materials, teaching strategies, and instructional practices.

Criterion 8 - Include aspects of foundational reading best practices to include whole group, small group, and individual instruction.

Instructional materials include daily instruction for all aspects of foundational reading, including phonemic awareness, phonics, and fluency with science of reading evidence-based practices designed for whole group, small group, and individual instruction.

Instructional materials include daily instruction for limited aspects of foundational reading, including phonemic awareness, phonics, and fluency with science of reading evidence-based practices designed for whole group, small group, and individual instruction.

Instructional materials do not include daily instruction for all aspects of foundational reading, including phonemic awareness, phonics, and fluency with science of reading evidence-based practices designed for whole group, small group, and individual instruction.

Evaluation Criteria Used by Textbook Review Committee

Section III: Rubric for Technology Integration and Support

Meets Expectations 3	Below Expectations 2 (Note: Provide examples to support this rating.)	Unacceptable 1 (Note: Provide examples to support this rating.)
Criterion 1 - Textbook is web-based and 100 % Chromebook compatible.		
Textbook is web-based, fully 100 % compatible with the latest version of Chrome browser and Chromebooks.	Textbook is web-based, but not fully compatible with the latest version of Chrome browser and Chromebooks.	Textbook is not web-based, or fully compatible with the latest version of Chrome browser and Chromebooks.
Criterion 2 - Textbook digital platform is compatible with eSchool Student Information System and Clever.com		
Digital platform is fully compatible with eSchool SIS and syncs fully with Clever.com.	Digital platform has limited compatibility with eSchool SIS and syncs fully with Clever.com.	Digital platform is not compatible with eSchool SIS and does not sync fully with Clever.com.
Criterion 3 - Textbook digital platform maintains compatibility with approved plug-ins and works within the SPS technology environment to include Google SSO or SAML.		
Textbook digital platform maintains full compatibility with approved plug-ins and works within the SPS technology environment to include Google SSO or SAML.	Textbook digital platform has some compatibility with approved plug-ins and works limitedly within the SPS technology environment to include Google SSO or SAML.	Textbook digital platform maintains no compatibility with approved plug-ins and does not work within the SPS technology environment to include Google SSO or SAML.

Criterion 4 - Textbook digital platform collects data and makes it accessible in usable format and includes security features and security certificates.

Textbook digital platform collects data and makes it easily accessible in usable format and includes security features and security certificates.

Textbook digital platform collects data and makes it easily accessible in usable format and includes security features and security certificates.

Textbook digital platform collects data and makes it easily accessible in usable format and includes security features and security certificates.

Textbook Publisher's Certification

Introduction

The Virginia Board of Education's authority for approving textbooks and other instructional materials is prescribed in the *Virginia Constitution* and in the *Code of Virginia*.

- *Virginia Constitution, Article VIII, § 5 (d)*

It [the Board of Education] shall have authority to approve textbooks and instructional aids and materials for use in courses in the public schools of the Commonwealth.

- *Code of Virginia, § 22.1-238*

A. The Board of Education shall have the authority to approve textbooks suitable for use in the public schools and shall have authority to approve instructional aids and materials for use in the public schools. The Board shall publish a list of all approved textbooks on its website and shall list the publisher and the current lowest wholesale price of such textbooks.

B. Any school board may use textbooks not approved by the Board provided the school board selects such books in accordance with regulations promulgated by the Board.

C. For the purposes of this chapter, the term "textbooks" means print or electronic media for student use that serve as the primary curriculum basis for a grade-level subject or course.

This document, including all attachments, provides textbook publishers with the required information and forms for submitting textbooks for review by Suffolk Public Schools and approval by the Suffolk Public School Board. By submitting textbooks for evaluation, publishers agree to follow the procedures set forth in this document. Failure to comply with all procedures may result in disqualification of the textbook as a part of the review and approval process.

Primary Material Submitted for Review

As noted in Section 22.1-238.C of the *Code of Virginia* above, the term textbook refers to print or electronic media for student use that serves as the primary curriculum basis for a grade-level subject or course.

For the remainder of this document, such instructional media will be referred to as "primary material." Primary material contains the core curriculum that is the basis for the grade-level subject or course. Suffolk Public Schools review committees will review the

material selected by the publisher as the “primary material.” This is typically the student edition of the textbook or the primary material that students will use to gain access to the content, although there may be exceptions according to the content area and grade level of the textbooks (e.g., teacher’s editions may need to be included in the review at elementary grades for English/reading).

Submitting primary material in digital format is encouraged. However, publishers may submit primary material in either digital or print format, or in a format combining both media. The review committees will review only the material selected as the primary material by the publisher. If a print program is submitted as the primary material to be reviewed, a digital version of this material must also be available to students. Any duplicate or similar version of the primary material submitted will not be reviewed by the review committees as a part of the textbook approval process. If a publisher submits digital primary material and this material is also available in print, the review committee will review only the digital version of the primary material. In submitting their materials for review, publishers must provide an explanation of if and how the content in the primary material medium (digital or print) is different from or comparable to that offered in the other medium. Digital primary material may contain items such as embedded video clips or content that is delivered through an interactive format. Should it be in the best interest of Suffolk Public Schools, we may request both digital and printed copies at the request of the review committee. Digital copies are the preferred way to review the material.

Submission Forms

Publishers must complete the Textbook Publisher’s Certification and Agreement listing all primary materials submitted for review consideration at the time it signals intent to submit textbooks for review as part of Virginia’s textbook approval process.

Textbook Publisher's Certification

(Date)

(Publishing Company)

Name of Primary Contact: _____
Phone Number, including area code: _____
E-mail Address: _____

The publishing company indicated above submits the following primary materials to the Virginia Department of Education for consideration in Virginia's textbook approval process.

Title	ISBN	Copyright	Grade Level or Course	Is this primary material submitted as digital, print, or combination?*

*Only one version of the primary material will be reviewed by the committee. If the primary material is available in more than one format, provide an explanation of how they differ or are comparable.

The publisher certifies the following:

1. Each textbook has been thoroughly examined and reviewed by at least three qualified content experts for factual accuracy in the subject matter and the textbooks are free from any factual or editing errors. The credentials of the author(s) and/or editor(s) and content review experts are provided on the attached forms.
2. Each textbook has been thoroughly examined and reviewed by qualified editors to identify any typographical errors.

3. Any duplicate version (i.e., print or digital) of the primary material that is available to Virginia school divisions contains at least the same content included in the primary material selected by the publisher for review. Any additional content, above that contained in the primary material reviewed is accurate and free of errors. If the content of the print and digital versions of the same primary material varies, those variations are outlined in an attachment to the certification.
4. The Quality Assurance and Editing Process described below was followed for all primary materials submitted by the publisher for review.

Quality Assurance and Editing Process: Please describe, in three pages or less, the internal process used to ensure accuracy and lack of bias including:

- the quality assurance and workflow steps used to ensure accuracy of content;
- the quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning;
- the fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;
- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and
- the process used to reach consensus on information with divergent interpretations.

Textbook Publisher's Agreement

The PUBLISHER agrees to the following:

1. After submission of a textbook to the Department of Education for consideration in the textbook approval process, the PUBLISHER will promptly inform the Department in writing of any changes made in the textbook prior to its approval by the Board of Education.
2. If any factual or editing errors are identified in a PUBLISHER's textbook following its approval by the Board of Education, the PUBLISHER will submit a corrective action plan to the Department of Education within 30 days of being notified by the Department of the errors. All corrective action plans must be approved by the Board of Education, but the Board hereby delegates the approval of corrective action plans not involving significant errors to the Superintendent of Public Instruction. Each corrective action plan must be tailored to the materiality of the errors identified and must be implemented in the manner most conducive to and least disruptive of student learning. Corrective action plans may include, but are not limited to: a) corrections upon reprinting of the textbook; b) corrective edits to an online textbook; c) electronic errata sheets posted on the PUBLISHER's and the Department of Education's Web sites; d) print errata sheets provided to schools for insertion into textbooks; e) replacement books; and f) return of the textbook and refund of any payment made for the textbook. Upon approval of the corrective action plan, the PUBLISHER will implement the plan at the PUBLISHER's expense.
3. If, upon being notified by the Department of factual or editing errors in an approved textbook, the PUBLISHER disputes that the textbook contains such errors, the PUBLISHER must submit a written explanation of its position to the Department within 30 days of receiving notice from the Department of the error. Upon request, the PUBLISHER may meet with the Department. The Board of Education reserves to itself the right to make a final determination of whether the textbook contains a factual or editing error. If the Board determines that the textbook contains such an error, the PUBLISHER will submit a corrective action plan to the Department within 15 days after receiving notice of the Board's determination.
4. If numerous and/or significant errors are identified in a textbook on the Board of Education's approved list, the Board of Education may, in its sole discretion, withdraw the textbook from the approved list. The Board of Education must notify the PUBLISHER in writing before it removes its textbook from the approved list. The PUBLISHER will have 30 days to respond in writing and the right to meet with the Department of Education before removal. A "significant error" is a factual or editing error that the Board of Education or Department of Education determines within the context of the intended use of the textbook will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.
5. If the PUBLISHER makes updates/revisions to textbooks after they have been approved by the Board of Education, the PUBLISHER will ensure that the updated/revised material has been vetted through the same quality assurance process for accuracy and editing outlined in the signed certification. The PUBLISHER will notify the Department and any school division that has purchased this material of the updates/revisions that have been made.

☐

Please check here if this submission includes an attachment that outlines if and how duplicate versions (print or digital) of primary materials vary. (Item #3 in the certification)

(Signature of President of the Company or Designee)

(Date)

(Name and Title of Person Signing)

Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

(757) 925-6762 Fax (757) 942-4333

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of any violent felony as set forth in the definition of a barrier violent crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or violent crime of moral turpitude that is not set forth in the definition of barrier violent crime in subsection A of Virginia Code 19.2-392.02 and does not involve sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony as set forth in the definition of a barrier violent crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities