



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
Phone (757) 925-6762

February 17, 2023

To All Interested Parties:

**Subject: RFP 1802-P
Provide Advanced Placement and Elective Textbooks/Resources**


The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide 9-12 grade elective textbooks and AP textbooks/ resources/programs for secondary schools. Please read carefully all information contained in the RFP document. Interested parties are invited to submit one (1) original (paper copy) and eight (8) electronic copies marked "Provide Advanced Placement and Elective Textbooks/Resources" on or before 2:00 pm on Tuesday, March 14, 2023. Proposers may also deliver online through the EVA portal. Proposals shall be no more than twenty-five (25) pages plus the correlations. We are not anticipating any extensions for this proposal. Proposals may also be delivered to the address below at the proposer's risk of delivery (USPS is delivered to a PO BOX, so allow extra time). Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. The preferred electronic format is a USB thumb drive. Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date, and time and delivered to:

Linda Bates, NIGP-CPP, VCO
Department of Purchasing,
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

This Request for Proposals is published on the Suffolk Public Schools and on the EVA site. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. 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. Federal funds may be used to purchase these materials. If federal funds are used, a federal addendum will be required to be signed.

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. All evaluation criteria are enclosed in the RFP, no other criteria will be used.

If you have any questions concerning this Request for Proposal, submit them in writing to Linda Bates at lindabates@spsk12.net, or fax to 757-942-4333.

Issued by:

Linda Bates, NIGP-CPP, VCO
Buyer

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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 a comprehensive Advanced Placement and Elective Program(s) for Secondary Schools. The program shall include a wide variety of materials that support the development of concepts and offer instructional options to teachers as well as varied learning opportunities for students. Additionally, the program should include strong professional development and a parental involvement component.

A direct correlation to the AP Course and Exam Descriptions or Electives' standards (if available) to the Virginia Standards of Learning and State Curriculum Framework. Information is provided with instructions for the completion of the correlations.

Purchase of all instructional resources 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 AP and Elective course textbooks for Secondary Schools correlated to the Standards of Learning or National Standards to include the following components.

A. Student Resources/Materials

1. The objectives of the instructional resources shall be closely aligned with the current Standards of Learning as defined by the Virginia Department of Education, College Board AP Course and Exam Descriptions, and/or National Standards.
2. The content shall be scientifically accurate and research-based.
3. The content shall be appropriately developed and presented as a cohesive and unified body of interrelated concepts.
4. The content shall be reflective of current research-based information.
5. The instructional resources shall incorporate vocabulary into the lessons.
6. The instructional resources/program shall offer test-taking strategies and provide for practice of these strategies.
7. The instructional resources/program shall offer differentiated practice activities for each objective.
8. The development of content shall be contemporary in nature and the use of technology shall be explicit throughout the resources.
9. The design of the resources/program shall allow for flexibility in use and provide for individual differences and learning styles.
10. The design of the resources/curriculum shall facilitate active student participation and understanding.
11. The organization of the instructional resources/curriculum shall lend itself to ease of use.
12. The content, both written and pictorial, shall be unbiased and nondiscriminatory.
13. The instructional resources/program shall include an evaluation program that presents the concept of evaluation as a part of instruction.

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 2% increase described in Section V, Item 4. The teacher edition for the program shall do the following:

1. The teacher edition shall include chapter objectives.
2. The teacher edition shall include strategies for teaching specific topics.
3. The teacher edition shall include cross-curriculum connections and literature connections with suggested lessons.
4. The teacher edition shall include strategies for teaching specific skills.
5. The teacher materials shall include specific elective or AP course components.
6. The teacher edition shall offer portfolio assessment ideas and/or chapter project ideas.
7. The teacher edition shall include explanations of any ancillary materials available.
8. Shall include the answers to problems and exercises (even and odd) in one location.
9. The teacher edition shall include a suggested timetable to aid in planning.
10. The teacher edition shall include re-teaching, practice, and extension activities/lessons.
11. Ancillary materials, including software, shall be discussed in the teacher materials.
12. An evaluation system (pre, post and cumulative tests) shall be included. Tests in STANDARDS AND CURRICULUM FRAMEWORK AS OUTLINED IN ATTACHMENT 4 format shall be included.
13. Purposeful, real-life connections shall be provided.
14. A parent involvement component shall be included.
15. Activities for students shall be differentiated to address all ability levels and learning styles (i.e., advanced to academically challenged, LEP, ESL)

C. Skills Practice and Ancillary Components

The AP Course and Electives textbooks/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. 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. The program shall provide 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).
2. The program shall include a computer management/monitoring system for use by both students and teachers.
3. The program may include a classroom library of supplementary AP or Elective Course 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, including but not be limited to the teacher resources and test generators, must be web-based.

D. Assessment

Assessment components as recommended by the publisher shall be provided for each student at no additional cost during the 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 AP or Electives frameworks.
3. For AP courses, assess students using AP question formatting
4. Provide comprehensive benchmark tests similar in format to the Virginia Standards of Learning to include interactive questions.
5. Provide formative assessments for monitoring progress.
6. Offer alternative or parallel assessments for re-testing.
7. 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 1, 2023.
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 a price for curriculum in a softcover edition, if available.
6. Provide readability level of all resources/curriculums.
7. Provide information on the availability of student texts printed in languages other than English, online, large print, Spanish, Braille, audio version, Plain English etc.

G. Technology Requirements

Web-based applications; hosted by the vendor in the cloud shall:

1. Be compatible with the latest version of the Chrome browser
2. Be fully compatible with Chromebooks. Proposal must clearly demonstrate fully compatible with Chromebooks.
3. Must be compatible with eSchool Student Information System and student data integration through Clever.com. Integration methods other than Clever must be reviewed and approved prior to contract award.

4. All plug-ins to be reviewed by SPS Technology in advance; any changes to the plug-in requirements must be reviewed by SPS Technology prior to use. Any applications shall maintain compatibility with current versions of the approved plug-ins. This does not guarantee that the plug-in will be compatible with the SPS environment; it is the vendor's responsibility to ensure that their application works within the guidelines of the SPS technology environment.
5. All User authentication should utilize Google SSO or ~~Google~~ SAML
6. Ensure that all data collected or generated by the application be accessible for download in a format usable by SPS
7. Ensure that all reporting be developed by the successful vendor in accordance with SPS needs
8. Security certificates will be the responsibility of the successful vendor.

9. The awarded vendor must agree to and sign the SPS Data Sharing Agreement

Additional Technology questions – Must be answered completely at time of submission in order for proposal to be considered responsive. Failure to do so will require Suffolk Public Schools to no longer consider your proposal.

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 plugins and/or extensions?
12. Does the application utilize any special hardware or peripheral devices?

SECTION II PROPOSAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Publisher's capabilities to provide the required AP and elective instructional resources/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 AP and/or Elective resources/programs.
 2. Names and qualifications of the 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 AP and/or Elective 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. For Elective courses, Virginia or National Standards Content Correlation must be completed as per directions enclosed in Attachment 4 and returned with the proposal. **No proposal will be considered if the Standards and Curriculum Framework as outlined in Attachment 4 correlation is not returned with the proposal.**
- C. For AP materials, complete a College Board Advanced Placement Correlation as per directions

enclosed in Attachment 5 and returned with the proposal. **No proposal will be considered if the College Board Advanced Placement Correlation is not returned with the proposal.**

- D. Provide a cost proposal to include an itemized list of costs of all materials. Shipping shall be included in the cost proposal.
- E. Provide a list of schools currently using the proposed AP and/or Elective instructional resources/program. Include the school address, phone number, and a contact person to be used as a reference.
- F. Provide samples of all resources, teacher editions, ancillary materials, and assessment components. These shall be sent to each school upon notification by the School Board.
- G. All software shall be web-based and samples shall be full working editions, not just samples/demos.

SECTION III EVALUATION CRITERIA

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

A. Student Edition Criteria

1. The objectives of the resources/materials are aligned with the current Standards of Learning Objectives as defined by the Virginia Department of Education, College Board, or National Standards. This alignment is indicated in the STANDARDS AND CURRICULUM FRAMEWORK AS OUTLINED IN ATTACHMENT 4 AND ATTACHMENT 5 must have correlation included with the bid documentation.
2. Vocabulary is incorporated into the lessons.
3. Test-taking strategies and practices are provided throughout the resources/program.
4. Higher-level thinking skills and practice opportunities are provided through the instructional resources/program.
5. The design of the materials/program allows for flexibility in use and provides for individual differences and learning styles.
6. The design of the materials/program facilitates active student participation and understanding.
7. The development of content shall be contemporary in nature and use of technology shall be explicit throughout the text.
8. The content, both written and pictorial, shall be unbiased and nondiscriminatory.
9. The materials shall present all ethnic and gender perspectives throughout the content area.
10. The materials/program includes real-life application of skills.
11. Examples used correlate to exercises.

B. Teacher Edition Criteria

1. The objectives of the resources/materials are aligned with the current Standards of Learning Objectives as defined by the Virginia Department of Education, College Board, or National Standards. This alignment is indicated in the STANDARDS AND CURRICULUM FRAMEWORK AS OUTLINED IN ATTACHMENT 4 AND ATTACHMENT 5 must have correlation included with the bid documentation.
2. The teacher edition is user friendly and well organized.
3. Strategies for teaching specific topics and skills are included.
4. The teacher edition includes cross-curricular connections and literature connections when appropriate.
5. The teacher edition shall offer a portfolio/suite of formative assessments, summative assessments, and/or performance-based assessments.
6. Re-teaching, practice and enrichment activities/lessons are included.
7. Ancillary materials are described and suggestions for use are explained in the teacher edition.
8. Real-life connections are provided.
9. A school-to-home component is included.
10. Suggested activities for students of all ability levels are provided to meet the individual needs of the different learning styles of students (ESL, students with disabilities, gifted, etc.)
11. 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.

C. Practice, Assessment, and Ancillary Components Criteria

1. The practice, assessments, and ancillary components are aligned with the current National or Virginia Standards of Learning Objectives or College Board Curriculum Framework.
 2. A variety of quality ancillary materials are included to provide for the different learning styles of students.
 3. Pretests, post-tests, re-tests, free response tests are provided to include scoring rubric and tests in a format consistent with the information found in Attachment 4.
 4. Modifications are provided for special needs or English language learner students to include portfolio assessment ideas.
- D. The use of technology is included throughout the program and is web-based.
- E. The content of the resources/program is unbiased and non-discriminatory.
- F. Evidence of improved student achievement with the use of the proposed AP or Elective resources/program is provided.
- G. Qualifications of the individuals involved in this project and their availability will be evaluated.
- H. The quality and availability of training/professional development provided will be evaluated.
- I. The quality of all materials provided will be considered.
- J. The value and completeness of the cost proposal will be a consideration.

- K. The evaluation committee will also use criteria found here to assist in grading:

Evaluation process/grading of the above criteria:

1. Excellent: Exceeds all expectations and provides an excellent response to all the above criteria. 5pts
2. 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
4. Poor: Falls short of expectations and fails to meet most of the above criteria. 2pts
5. 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 that 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 Center 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 July 1, 2023 and will terminate on June 30, 2024, after which this agreement will automatically be renewed for six additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice 60 days prior to June 30th of each year. The School Board may approve a price increase not to exceed CPI to the itemized list of costs of materials for all materials purchased after June 30, 2024. The School Board reserves the right to negotiate additional years of this agreement in order to maintain continuity of the instructional program and extend the adoption period of the textbooks awarded under this agreement this includes but not limited to the purchase of new editions or new ancillary materials, if necessary to meet the intent of this Request for Proposals.
- 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 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 a 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 people, 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 the 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 the 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 there having 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

ATTACHMENT 1

Projected Timeline for AP and Elective Instructional Resources/Program Adoption Process

Projected Dates	Task	Department(s) Responsible
12/1/22	Develop Timeline	Instruction & Purchasing
1/12/23	Establish Textbook Adoption Committee	Instruction & School Board
1/12/23	Develop Instructional Specifications	Instruction
Week of 1/23/23	Complete draft of Request for Proposal	Purchasing
Week of 2/6/23	Finalize draft	Purchasing
Week of 2/13/23	Post RFP	Purchasing
Week of 03/6/2023	Receive samples (ones submitted as part of RFP)	Purchasing
03/11/2023	Distribute Proposals to Steering Committee	Purchasing
03/15/2023	Review instructional resources, proposals, and shortlist publishers, time and place TBD	Committee
Week of 03/15/2023	Notify publishers of timeline	Purchasing
Week of 03/15/2023	Samples and Evaluation Forms are delivered to evaluators	Publishers and Instruction
Weeks of March 22-April 7	Instructional Resources/Programs reviewed and evaluated at the school level	Committee, Teachers, Parents, Community
April 17-21, 2023	Publisher Presentations to Adoption Committee, Via electronic meeting	Instruction, Purchasing, Publishers
4/24/2023	Evaluation Forms completed	Committee
Week of April 25, 2023	Committee reviews evaluations, time and location TBD	Steering Committee
Week of 4/27/2023	Adoption Committee ranks and identifies final package, location and time to be determined.	Instruction, Purchasing & Committee
Week of April 28, 2023 - May 28, 2023	30 day window for public inspection of books to be contemplated for adoption. Public comment considered.	Public and Instruction
Week of May 28, 2023	Negotiations with #1 ranked publisher(s)	Instruction & Purchasing
Week of May 30, 2023	Present program adoption recommendation to Superintendent	Instruction & Purchasing
06/8/2023	Submit recommendation to School Board	Instruction & Purchasing
06/8/2023	School Board approves adoption	School Board
06/12/2023	Contract is signed and purchase orders are prepared	Instruction & Purchasing

ATTACHMENT 2

Mark all samples “ AP and ELECTIVE 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 Linda Bates at lindabates@spsk12.net.

Please clearly mark which elective you are submitting.

Instructions if you are going to offer digital and paper as a part of your submission:

We will be collecting samples at only one location. Please mail one paper copy of any print item that you will be proposing to:

Suffolk Public Schools
100 North Main Street
Suffolk VA 23434
Attn: Linda Bates

Additional copies may be requested during the evaluation stages but only one copy of every print item you want us to consider is required at time of submission.

Please submit in your proposal digital access and codes (if necessary) for a minimum of 50 people. Also, one of the codes will be required to be open access as a part of the public inspection process as identified in Virginia Code.

Instructions if only digital:

Please submit in your proposal digital access and codes (if necessary) for a minimum of 50 people. Also, one of the codes will be required to be open access as a part of the public inspection process as identified in Virginia Code.

Instructions if only a book

We will be collecting samples at only one location. Please mail one paper copy of any print item that you will be proposing to:

Suffolk Public Schools
100 North Main Street
Suffolk VA 23434
Attn: Linda Bates

Additional copies may be requested during the evaluation stages but only one copy of every print item you want us to consider is required.

ATTACHMENT 3
List of AP and Elective Courses

AP Course(s)
AP Pre-Calculus
AP Calculus AB
AP Calculus BC
AP Statistics
AP World History: Modern
AP European History
AP US History
AP Government
AP Psychology
AP Literature and Composition
AP Language and Composition

Elective Course(s)
Anatomy and Physiology
Environmental Science
Oceanography
Ecology
Physics
Probability and Statistics
Discrete Mathematics
Pre-Calculus/Math Analysis
Algebra, Functions, and Data Analysis
African American Studies
Humanities/Multicultural Studies
Psychology
Sociology
Theatre I
Theatre II: Dramatic History and Literature
Music History and Appreciation
Music Theory
Art History
Film Study
Film/ TV Production I
Technical Theatre I
Journalism I
Journalism II
Fundamentals of Public Speaking
Creative Writing
Advanced Creative Writing

ATTACHMENT 4

Virginia or National Standards of Learning Objectives Correlation Directions

For each 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 objectives are best covered. The correlations provided will be checked by the committee.

The Virginia or National Standards of Learning are often accompanied by a Curriculum Framework that amplifies and defines in greater detail the essential understandings, knowledge and skills contained in the Standards. The Standards and the Curriculum Framework should be considered together because they form an integrated body of knowledge and skills. Standards for AP content can be found at:

<https://apcentral.collegeboard.org/courses>

Math

<https://www.doe.virginia.gov/teaching-learning-assessment/k-12-standards-instruction/mathematics>
<https://www.nctm.org/Standards-and-Positions/Principles-and-Standards/Principles,-Standards,-and-Expectations/>

Science

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/science>
<https://www.nextgenscience.org/get-to-know>

History/Social Sciences

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/history-and-social-science>
<https://www.socialstudies.org/standards/national-curriculum-standards-social-studies-introduction>

English

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/english-reading>
<https://ncte.org/resources/standards/ncte-ira-standards-for-the-english-language-arts/>

Fine and Performing Arts

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/fine-arts>
<https://www.nationalartsstandards.org/>

Family Life

<https://www.doe.virginia.gov/teaching-learning-assessment/instruction/family-life-education>

ATTACHMENT 5

College Board Advanced Placement Correlation Directions

The College Board publishes a Course and Exam Description (CED) for each AP course. The CED Unit Guides provide detailed information regarding learning objectives and essential understandings for each unit. The CEDs for each AP course can be found at <http://apcentral.collegeboard.org>.

For each unit listed in the AP Course and Exam Description for each course, provide in an easy to read format the page number(s) where material closely related to the unit may be found. For each unit, cite one or more places where it is covered. Additionally, for each practice defined in the CED, provide in an easy to read format the page number(s) where material closely related to the practice may be found. 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 units and practices are best covered. The correlations provided will be checked by the committee.

The College Board requires textbooks and resources to be intended for college level courses or content. Additionally, textbooks must be published within the past 10 years. All books must have been approved by the College Board for use in AP courses.

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.

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

