



## Department of Purchasing

100 N. Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434  
(757) 925-6762 Fax (757) 942-4333

January 27, 2021

To All Interested Parties:

**Subject: Request for Proposal #1750-P  
Library Books, Print and/or Digital**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide library books, print and/or digital as a cooperative procurement. Please read carefully all information contained in the RFP document. Interested parties are invited to submit an original and ten (10) electronic copies (USB thumb drives are preferred) marked "Proposal to Provide Library Books, Print and/or Digital" on or before 2:00 pm on Thursday, February 18, 2021 through the EVA portal. 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. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to 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  
Department of Purchasing  
Suffolk Public Schools  
100 N. Main Street, 2nd. Floor (Entrance is at the Rear of the Building)  
Suffolk, Virginia 23434

This Request for Proposal is published on the Suffolk Public Schools and on the EVA sites. 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.

The School Board plans to select a qualified Offeror based on the requirements set forth herein and pursuant to 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 or take advantage of any available regional or state contracts. Any questions concerning this Request for Proposal shall be submitted in writing to [lindabates@spsk12.net](mailto:lindabates@spsk12.net), or fax to 757-942-4333.

Issued by:

Linda Bates  
Purchasing Technician II

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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 Proposal (RFP) to solicit sealed proposals to provide library books in both print and digital formats. The School Board intends to purchase the above through direct purchase. The contract will include, but not be limited to providing library books on an as-needed basis as well as opening day collections for new schools. Books in digital format will be purchased on an as needed basis as well. The School Board will consider any range of proposals that will meet the needs outlined in this proposal and reserves the right to award to multiple vendors for print books only, digital format books only or a combination of the two. Vendors responding to this request for proposal must be responsible offerors, regularly and practically engaged in providing the goods and services listed in this request for proposal and must possess necessary resources for fulfilling the contract established as a result of this request for proposal.

### **A. General Requirements**

All requirements listed below apply to library books in both formats.

1. The successful vendor shall provide inside delivery for all orders.
2. Orders shall be placed for individual schools and delivered to individual schools.
3. All deliveries shall be at the expense of the successful vendor.
4. The successful vendor should provide a minimum 90 percent fill rate within 30 days for all books and audiovisual materials.
5. Backorders must be authorized by the school district and should be shipped within 45 days.
6. School divisions reserve the right to return books at no charge due to damage, poor quality, inappropriate content or otherwise not in compliance with the order.
7. The successful vendor shall replace any book or audiovisual material that is damaged in shipment or otherwise not in compliance with the order at no charge.
8. There shall be no minimum order requirement.
9. School divisions reserve the right to purchase books and audiovisual materials from other sources under their small purchasing procedures, as may best meet the needs of individual schools.
10. The successful vendor shall not charge handling/restocking charges for returned books .
11. The successful vendor shall provide invoices to a central location in whole or part, or to individual schools as specified by each school division.
12. The successful vendor shall provide a minimum one-year warranty from the date of receipt for all books.
13. The successful vendor shall provide complete/enhanced MARC records for all books.
14. The successful vendor shall provide cataloging and processing tailored to the specific needs of each individual school campus. All spine labels shall include a protective label.
15. The successful vendor shall provide an online ordering system for both library books. The online inventory shall be updated on a regular basis and shall include all titles

available. This electronic ordering system shall be capable of being customized to meet the needs of the individual school districts to include, but not be limited to the following search parameters for books with similar parameters for audiovisual materials:

- a. Keyword
  - b. Reading level
  - c. Interest level
  - d. Lexile level
  - e. Review source
  - f. Accelerated Reader
  - g. Reading Counts
  - h. Number of pages
  - i. Virginia Standards of Learning areas by specific number
16. A packing slip shall be included with each order to include, but not be limited to, purchase order number, invoice number, short titles in alphabetical order, ISBN numbers, and price. In addition, each box shall be labeled with the school district purchase order number.
  17. The successful vendor shall provide an online collection analysis service to all schools at no additional charge. This service shall be able to use either Microlif or MARC data for information extraction.
  18. Suffolk Public Schools currently uses the Destiny Discover check out system. eBooks ability to integrate with Destiny is preferred. Please explain how you would integrate.
  19. Suffolk Public Schools currently uses a perpetual purchasing model; however, we will entertain other pricing models.

## **B. Library Books**

The Successful Offeror shall provide library books for elementary, middle and high schools as opening day collections or on an as-needed basis as additions to existing collections in accordance with the requirements listed below.

1. The successful vendor shall provide books that are shelf-ready in accordance with processing requirements of each individual school/school district to include, but not be limited to, barcode label and protector, spine label and protector, mylar covers on books with dust jackets, shelf list cards, theft detection upon request in accordance with school/district specifications.
2. The successful vendor shall provide books in shelf order as specified by the individual school/district.
3. The successful vendor is responsible for providing the best binding available from the publisher for every title requested. All books shall have library binding unless otherwise specified.
4. The successful vendor should carry in stock a sufficient number of unique titles for grades Pre-K through 12 to ensure delivery within 30 days.
5. The successful vendor shall not charge a separate fee for pre-binding books.

6. The successful vendor shall not charge additional fees for books not normally carried in their inventory.
7. The successful vendor shall provide the following services for new schools/opening day collections:
  - a. Custom core list of titles designed to the specifications of the school district
  - b. Storage in a secure, temperature controlled warehouse until new school is ready for delivery
  - c. Written guarantee for a specific book delivery date
  - d. Order in one shipment with books in exact Dewey order, ready to be shelved
  - e. Supervision and assistance with unpacking and shelving core collection
  - f. Assistance with additional orders, returns and replacements, etc.
8. The successful vendor shall provide a list or catalog of titles available to include the following information. This catalog shall be available to individual schools in hard copy and/or electronic format.
  - a. Title
  - b. Author
  - c. Call number
  - d. Publisher and publication date
  - e. ISBN number (13 digit)
  - f. Library of Congress Number
  - g. Grade, reading and interest level
  - h. Lexile level
  - i. Review sources
  - j. Price
  - k. Virginia Department of Education's Standards of Learning correlation (if applicable)
  - l. Book annotation
  - m. Internal scans of books, where available
10. The successful vendor shall provide a stamp or label inside each book in two locations as specified with the school name and address.

### **C. Training and Support**

1. The Successful Vendor should provide a local representative available to visit each school on a regular basis. The local representative shall assist with ordering, collection development, collection analyses, weeding suggestions and other Media Specialist needs.
2. The Successful Vendor shall provide training and/or staff development tailored to the specific needs of each district at no charge to the school district. This training/staff development shall be available on a variety of topics to include, but not be limited to online ordering, collection development, and reporting capabilities.
3. Upon request, the Successful Vendor shall provide an annual district analysis report with data for all schools or a limited number of schools in accordance with individual

school district requirements.

**D. MARC Records**

1. The successful vendor shall provide complete/enhanced MARC records for all books.
2. Each MARC record shall contain shelflist information to include, but not be limited to reading level, interest level, purchase date and review sources in addition to full annotation, complete subject headings and added entries.
3. Each MARC record shall contain the Funding source name within the 852 tag at no additional charge.
4. Each MARC record shall include complete local information in the 949 tag.
5. MARC records will be sent for titles received in the order only.
6. MARC records shall be available electronically.

## SECTION II PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible to illustrate the vendor's capabilities to provide the required books and services. Vendors are required to submit the following items as a complete proposal.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest and the following non-collusion statement.

“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone number, fax number, business address and email address must be included in the letter of introduction.

- B. Provide information in an organized and user-friendly format to include a table of contents.
- C. Describe prior experience related to this Request for Proposal which will indicate the knowledge and expertise of your company to provide the books and services required.
- D. Describe the organization and size of your company. Provide relevant financial data which demonstrates your ability to successfully perform the services required, i.e., annual financial reports, statements, and/or credit bureau ratings.
- E. Provide a list of references of all school divisions in Virginia that have used your services in the last five years. Include contact name and information for each.
- F. Provide at least three references for school divisions in Virginia that have used your services to provide **opening day collections for new schools** in the last five years. Include school name, school division, contact name and information.
- G. Describe support services that are available to individual schools and/or school districts. Provide contact information and a brief description of qualifications for key individuals who will provide these services.
- H. Provide information on your platform for providing ebooks; describe the process and how it will work for the school levels and at the district level.

- I. Provide your most current catalog in hard copy and in electronic format. Provide a summary page to include current inventory by grade level, reading level and interest level.
- J. Describe size, scope and content of additional titles for K-12 school collections available from other sources through your company.
- K. Provide sample processed books that represent every binding type available from your company. Processing samples should include, but not be limited to Mylar, barcode, spine label and Accelerated Reading Information label/Reading Counts label (if applicable).
- L. Provide information as to fill rate percentages, time of delivery, backorder delivery times, replacement delivery times, etc.
- M. Provide samples of book processing to include, but not be limited to bar code labels, spine labels, and MARC records for the following titles:
  - Accidental Trouble Magnet, Mian, Zanib, 2020
  - Allies, Gratz, Alan, 2019
  - Chirp, Messner, Kate, 2020
  - The 57 Bus, Slater, Dashka, 2017
  - Call Down The Hawk, Stiefvater, Maggie, 2019
- N. Provide warranty information for library books, both formats.
- O. List the number of unique titles that you have in stock for middle and high school level libraries. List the number of unique titles that you have in stock for elementary school level libraries.
- P. Provide a cost proposal to include cost per title as a fixed cost or a percentage discount from a list price. In addition, include a breakdown of any additional costs that may apply, such as special processing, bindings, etc. Include as a part of your cost proposal a completed copy of Attachment 1 for library books.
- Q. Provide a list of additional resources available to your company that would enhance your performance to satisfy the requirements established herein.

### **SECTION III EVALUATION CRITERIA**

The successful vendor will be selected using a 20 point system. The maximum points are provided by each criteria as shown below:

- A. The size, scope and content of current K-12 inventory for library books, both formats (20)
- B. Quality of books (15)
- C. Quality of processing/cataloging and MARC records (15)
- D. Online ordering system and reporting capabilities (15)
- E. Training and support services available (10)
- F. Fill rate percentages, time of delivery, etc. (10)
- G. Variety and quality of bindings available (10)
- H. Ebook availability and platform; compatibility with current ebook platform (15)
- I. Warranties provided for books (10)
- J. References from school divisions using services for additions to collections and for opening day collections (10)
- K. Ability, experience and qualifications of the vendor and key personnel to provide the proposed services (10)
- L. Proven record of satisfactory performance in providing like services and products (5)
- M. Additional resources available to the vendor which would enhance performance (5)
- N. Other value added items as presented.(5)
- O. Value and completeness of cost proposal (15)

**SECTION IV**  
**COOPERATIVE PROCUREMENT**

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies. "

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor ' s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction.

**SECTION V**  
**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 make multiple awards if in the best interest of 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. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- G. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk, VA 23434, on the Suffolk Public Schools Purchasing Department website and on the eVA website.

**SECTION VI  
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 materials 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:** Shipping information will be included with the purchase order. All shipping and handling costs shall be at the expense of the vendor.
- E. **TERM OF THE AGREEMENT:** The initial term of this agreement shall begin on the July 1, 2021 and continue through June 30, 2022 after which this agreement will automatically be extended for four additional one year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice prior to June 30<sup>th</sup> of each year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing 30 days prior to June 30<sup>th</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) South, for the preceding calendar year. The School Board reserves the right to extend the contract for up to 6 months after the expiration of all renewal terms for the purpose of rebidding. Suffolk Public Schools reserves the right to purchase additional goods and or services to meet the intent of this RFP.
- 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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:
  - 1. 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;

2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
4. 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.

P. **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.

Q. **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.

R. **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.

S. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.

T. **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.

U. **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.

- V. **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.
- W. **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.
- X. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No award will be made without this information.
- Y. **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 eligible to be awarded a contract.
- Z. **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.
- AA. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.

## Attachment 1: Sample Pricing, Library Books and eBooks

Please provide information requested on the form below and return with your proposal.

Item #	Title	Author/Artist	Publisher	Year	Binding	Price
1	Accidental Trouble Magnet	Mian, Zani	GP Putnam's Sons	2020		
2	Ada Twist and the Perilous Pants	Beaty, Andrea	Amulet Books	2019		
3	All Because You Matter	Charles, Tami	Orchard Books	2020		
4	Animal Armor	Marsh, Laura	National Geographic	2018		
5	Bad Kitty Does Not Like Thanksgiving	Bruel, Nick	Roaring Brook Press	2019		
6	The Day You Begin	Woodson, Jacqueline	Nancy Paulsen Books	2018		
7	I Want To Be A Veterinarian	Driscoll, Laura	Harper Collins Publ.	2018		
8	Iggy Peck and the Mysterious Mansion	Beaty, Andrea	Amulet Books	2020		
9	June's Wild Flight	Brallier, Max	Viking	2020		
10	45 Pounds (More or Less)	Barson, K.A.	Viking	2013		
11	Just Ask! : Be Different, Be Brave, Be You	Sotomayor, Sonia	Philomel Books	2019		
12	The Last Kids on Earth	Brallier, Max	Viking	2015		
13	Ali Cross	Patterson, James	Jimmy Patterson Books	2019		
14	Allies	Gratz, Alan	Scholastic Press	2019		
15	Before the Ever After	Woodson, Jacqueline	Nancy Paulsen Books	2020		
16	The Bridge Home	Venkatraman, Padma	Puffin Books	2020		
17	Chirp	Messner, Kate	Bloomsbury Children's Books	2020		
18	Class Act	Craft, Jerry	Quill Tree Books	2020		
19	Diary of a Wimpy Kid: The Meltdown	Kinney, Jeff	Amulet Books	2018		
20	The 57 Bus	Slater, Dashka	Farrar Straus Giroux	2017		
21	All American Boys	Reynolds, Jason	A Caitlyn	2017		

			Dlouhy Book			
22	All The Bright Places	Niven, Jennifer	Alfred A Knopf	2015		
23	The Bear and the Nightingale: A Novel	Arden, Katherine	Del Rey	2017		
24	Behold The Dreamers	Mbue, Imbolo	Random House	2016		
25	Call Down The Hawk	Stiefvater, Maggie	Scholastic Press	2019		

## **Attachment 2: Contractor/Employee Background Certification Form**

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 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. 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 or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.**

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.