NEWPORT NEWS PUBLIC SCHOOLS

October 26, 2026

CANCELLATION NOTICE

COMMERCIAL FOODSERVICE EQUIPMENT, SUPPLIES, AND RELATED SERVICES

IFB 004-0-2027/SB

This solicitation, IFB 004-0-2027/SB is hereby cancelled in its entirety and may be resolicited at a future date.

Thank you,

Shannon Bailey, MBA, VCO, VCCO
Director of Procurement
757-591-4560
shannon.bailey1@nn.k12.va.us

Invitation for Bid

Newport News Public Schools

DATE: October 14, 2026

ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
PHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Bidder is directed to the *Code of Virginia,* § 2.2-4367 to § 2.2-4377 **Ethics in Public Contracting**

IFB ITEM NO. 004-0-2027/SB
CONTRACT OFFICER Shannon Bailey, VCCO, VCO
BID OPENING **DATE:** November 13, 2026 **TIME:** 2:00 PM EST
PRE-BID CONFERENCE **Optional Attendance** **DATE:** October 22, 2026 **TIME:** 10:00 AM EST
THIS IS NOT AN ORDER

ELECTRONIC BIDS: All bids may be submitted electronically online via eVA until the Opening Date and Time specified in this solicitation, including any addenda issued by this office, using the Bidder's established eVA Supplier Account. **Mailed, hand-delivered, faxed, or emailed bids will not be accepted.** Newport News Public Schools is not responsible for late electronic delivery. Bidders are highly encouraged to anticipate and plan for technical difficulties or heavy electronic transmission traffic at the last minute. All inquiries for information regarding this IFB should be directed to Shannon Bailey at Shannon.bailey1@nn.k12.va.us or (757) 591-4560.

COMMODITY: Cafeteria and Kitchen Equipment, Commercial
NIGP CODE(S): 16507, 16560, 16573, 16594, 16529, 16547, 16545, 24091, 93130

PLEASE FILL IN BIDDER'S NAME & ADDRESS IN THE SPACE PROVIDED BELOW:

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREINAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS) OR "OWNER", RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE BID PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS IFB ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR BIDDING AND UNLESS OTHERWISE STATED, NNPS WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH WILL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THE INVITATION FOR BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPOREATED BY REFERENCE INTO ANY RESULTING CONTRACT.

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, political affiliation, veteran status, status as a military family or any other basis prohibited by state law relating to discrimination in employment.

DESCRIPTION OF GOODS/SERVICES

Commercial Foodservice Equipment, Supplies, and Related Services

BID TOTAL: $ _____ USD

ACKNOWLEDGE RECEIPT OF ADDENDUM (as applicable): : #1____ #2_____ #3____ #4____ (Please Initial)

IN COMPLIANCE WITH THIS BID, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE ANY CONTRACT AS A RESULT OF THIS BID. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED ON THE PRICING SCHEDULE. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

Authorized Agent:

Signature	Type or Print Name	Type or Print Title
Company FEIN/TIN#	Phone Number	Fax Number	Email Address

SPECIFIC LEGAL REQUIREMENTS

ANTICOLLUSION:

In the preparation and submission of this bid, said bidder did not either directly or indirectly enter into any combination or arrangement with any person or persons, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman act (15 U.S.C. section 1), sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the *Code of Virginia*. The undersigned Bidder hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid.

DRUG-FREE WORKPLACE:

During the performance of this Contract, the Successful Bidder agrees to (i) provide a drug-free workplace for the Successful Bidder'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 Successful Bidder'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 on behalf of the Successful Bidder that the Successful Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Successful Bidder or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a Successful Bidder in accordance with federal law, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER SHALL BE PROHIBITED:

1. During the performance of this Contract, the Successful Bidder agrees as follows:

   a. The Bidder, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, shall state that such Successful Bidder is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Successful Bidder will include the provisions of the foregoing paragraph 1. a, b, and c in every Subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA:

1. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A Bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 shall include in its Bid the identification number issued to it by the State Corporation Commission (SCC) in the space provided below. Any Bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its Bid a statement by Bidder is not required to be so authorized. Bidder shall include the VA Code reference authorizing the exemption in said statement.
3. Any Bidder described in the foregoing paragraph 2. that fails to provide the required information will not receive an award unless a waiver of this requirement is granted by the Purchasing Agent or designee.
4. Any business entity described in the foregoing paragraph 1. that enters into a Contract with NNPS shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the Contract.

Authorized Agent:

Signature	Type or Print Name	Type or Print Title
Company FEIN/TIN#	Phone Number	Fax Number	Email Address

Bidder's State Corporation Commission Identification Number: _____

Is Bidder a "minority" business? ☐ Yes ☐ No *If Yes, please indicate the "minority" classification below:*

Minority classification: ☐ African American ☐ Hispanic American ☐ Native American ☐ Asian American ☐ Eskimo ☐ Aleut

☐ Other; Please Explain: _____

Is Bidder a Small Business? ☐ Yes ☐ No Is Bidder Woman Owned? ☐ Yes ☐ No

Is Bidder a Service Disabled Veteran? ☐ Yes ☐ No Is Bidder a Service Disabled Veteran Business? ☐ Yes ☐ No

Is Bidder a Faith-Based Organization? ☐ Yes ☐ No

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ATTACHMENTS:

A. Certification Regarding Debarment
B. Bidder Data and Reference Sheet
C. Certification Regarding Lobbying
D. Certification of Compliance with *Code of Virginia* § 22.1-296.1
E. Pricing Schedule
F. Catalog Discount Pricing Structure

The following attachments shall be submitted as part of your IFB response submission:

- A – Certification Regarding Debarment
- B – Bidder Data and Reference Sheet
- C – Certification Regarding Lobbying
- D – Certification of Compliance with *Code of Virginia* § 22.1-296.1
- E – Pricing Schedule
- F – Catalog Discount Pricing Structure

I. PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit sealed bids from qualified bidders to enter into a term contract for School Cafeteria Foodservice Equipment, Supplies and Related Services. Contractor shall provide commercial kitchen equipment, smallwares, supervision, labor, equipment, tools, materials and incidentals necessary to disconnect, remove and surplus existing kitchen equipment (if requested) and install new kitchen equipment (from point of connection) at the various building locations on an "as needed" basis for Newport News Public Schools. Additionally, contractor(s) may be requested to assist in the conceptual design/layout of the "kitchen and/or back-of-house" areas for smaller projects. Initial contract term shall be for two (2) years with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

Newport News Public Schools is the ninth largest school district in the Commonwealth of Virginia. NNPS is an urban school system educating approximately 29,786 students in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, and 1 middle/high combination school. NNPS also provides programs for at-risk students in addition to special education programs. A listing of all NNPS locations may be accessed via the official website at https://sbo.nn.k12.va.us/schools. NNPS employs approximately 4,688 employees in a variety of educational, leadership, professional, technical, clerical, service, maintenance, and support positions.

III. SCOPE OF WORK

A. Overview of Scope:

1. The Contractor shall provide commercial kitchen equipment, smallware, conceptual kitchen layout/design (if requested), related equipment, and related services as required. Purchases will be placed on an as-needed basis for new equipment, replacement equipment, parts, and any related services required for the equipment or parts purchased.
    a. All equipment, products, supplies, accessories, parts, services, etc. carried in a manufacturer's/vendor's/supplier's catalog(s), price book(s), or otherwise available by special order, are included in this solicitation.
        i. All tangible items purchased under a resulting contract shall be new, unused, and currently available (stock, order, or special order). Remanufactured or refurbished items are not acceptable in lieu of new items unless specifically requested and authorized by the NNPS Child Nutrition department.
        ii. There may be instances where NNPS will request removal and disposal of obsolete equipment upon delivery of new equipment. For future orders, this will only be requested if NNPS is unable to disabled and move the equipment in-house. Otherwise, NNPS shall dispose of the obsolete equipment through internal surplus procedures.

2. Term clarifications:

a. **Foodservice Equipment/Commercial Kitchen Equipment**: commercial-only equipment that is National Sanitation Foundation (NSF) approved and is suitable to be installed in a commercial kitchen environment to include, **but not limited to**: walk-in coolers and freezers, refrigeration appliances, cooking appliances, tables, sinks, shelving, food processing and preparation equipment, hoods and associated components, material handling and food transporting equipment, warmers, dishwashers, temperature-holding equipment, and cafeteria-style serving lines.

b. **Foodservice Smallware**: commercial-only smallware that are National Sanitation Foundation (NSF) approved to include, **but not limited to**: pots, pans, bakeware, serving implements, trays, china, glassware, dinnerware, cups, flatware, scales, food safety implements, cutting boards, cutlery, food storage boxes, light appliances, utensils, food preparation tools, janitorial supplies, cleaning supplies, carts, baskets, coffee brewers, liquid dispensers, racks, and temperature-monitoring devices.

c. **Foodservice Conceptual Kitchen Layout/Design**: (If requested) – Assist department(s) in the conceptual layout/design that will maximize space and productivity and assist with specification of equipment and preliminary budget.

d. **Foodservice Installation**: In some instances, the agency may need the Foodservice Contractor(s) to be able to receive and store equipment until the facility is ready for installation. Additionally, Contractor should be willing to perform the function/role as the contractor of the installation project and coordinate, supervise, and administer their employees and sub-contractors to work with the site coordinators, as needed, to assure that the project is completed in a timely manner. Installation shall include removal from transportation vehicle, taking item(s) to specific areas, assembly if necessary, setting in place, and connection to utilities along with the removal of all debris materials from the site.

B. Specific Requirements:

1. Contractor shall provide quotes requested from this Contract in accordance with the discount off list price as provided in Attachment F - catalog discount pricing structure.
2. All standard orders that do not explicitly require installation, utility connection, or other related services shall be inside delivery unless otherwise specified. Inside delivery is defined as delivery to specific location, unloading from transportation vehicle, transfer to usage location (e.g., kitchen) within building, removing and unwrapping from shipping container/box, inspection of item for damage, defect, or incorrect item, setting in-place within 5 ft of final location, and disposal of shipping dunnage.
3. All quotes requested from this Contract shall include at minimum:
   a. This Contract Number.
   b. Itemized line items showing:
      i. Original list price, catalog discount percentage, and final sell price.
      ii. Item identification, including manufacturer, model, and manufacturer's item number, contractor's item number (if applicable), brief description of the item and key features, applicable warranty information, and special certifications (e.g., ENERGY STAR ®).
4. Contractor shall not require any agency utilizing this Contract to sign any additional forms or agreements when placing an order.
5. Fees or charges not clarified or specified on Attachment F - catalog discount pricing structure will not be accepted.
6. Contractor shall accept purchase orders or credit cards for any transaction, regardless of dollar amount, and shall not charge any additional fees if credit card is utilized.
7. Contractor shall hold all applicable licenses and/or certifications required for the work to be performed. Should the contractor not hold all applicable licenses and certifications, a sub-contractor holding such licenses and/or certifications may be used but must be disclosed in the quote. Proof of applicable valid licenses and/or certifications may be requested by any agency utilizing this Contract at any time. Agencies may require the use of specific sub-contractors due to existing contracts for specific services. The agency will clarify any process for required sub-contractors per order if they are required.
8. Contractor shall obtain any and all necessary permits, and pay any associated fees, from applicable regulatory sources where required by law or local ordinance, policy, or regulation, in the jurisdiction where the services are performed.

C. Standard Requirements:

As applicable to the contracted scope of work:

1. **Parking Policy:** Contractor shall be responsible for any damage to turf, drainage structure, buildings, or equipment due to driving or parking in non-designated parking spaces.

2. **Sidewalk Policy:** Contractors shall not park on the sidewalks.

3. **Uniforms:** All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate NNPS approved attire at all times to designate their affiliation with the Contractor.

4. **Work Schedule**: Work shall normally be performed according to NNPS' work schedule between 7:45 AM and 4:30 PM. The work schedule may be adjusted as agreed upon by NNPS and the Contractor. The work schedule for unit price work shall be as agreed upon for each project by NNPS and the Contractor.

5. **Time Paid:** Hourly rate for personnel and equipment (used during project use) shall start upon arrival and sign-in at NNPS location and end upon sign-out and shall not include travel time, lunch, breaks, or other breaks. Time shall be rounded to the nearest ¼ hour.

6. **Safety Precautions:** The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operation. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to NNPS, this person shall be the Superintendent of the Contractor. The Contractor shall comply with NNPS' Safety Requirements for Contractors and Subcontractors which is incorporated by reference. Copies of this program are available from the Owner upon request.

7. **Check-in and Out Procedure:** During NNPS' normal working hours, the Contractor personnel shall check-in and out with a building contact person.

8. **Duty to Protect Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.

9. **Disposal of Debris:** The Contractor shall transport all waste off NNPS property and dispose of it in a manner that complies with Federal, State, and local requirements unless otherwise indicated by NNPS.

10. **Fire Protection and Prevention:** The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.

11. **Temporary Utilities:** NNPS will provide water and electric service to the job site for each project. The Contractor shall provide and install all equipment such as hoses, extension cords, connections, etc., necessary to provide temporary hook-ups to the utilities.

12. **Existing Utilities:** Verify with Owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during operations. Should uncharted or incorrectly charted piping or other utilities be encountered, consult NNPS Plant Services immediately for directions. The Contractor shall cooperate with NNPS and utility companies in keeping respectable services and facilities in operation. The Contractor shall be responsible to contact Miss Utilities.

13. **Permits:** The Contractor shall secure all the necessary permits for their work in the City of Newport News, Virginia, and comply with all applicable City, State, and Federal laws, ordinances, policies, procedures, etc.

14. **Identification of Equipment:** Identification of Equipment shall be made by the Contractor to NNPS' satisfaction immediately upon award of contract, and may include alphanumeric identification of equipment,

lists, equipment labels, and other measures deemed necessary by NNPS. All identification information and measures shall be strictly kept up to date at all times.

15. **Documentation:**

    a. All orders picked up or delivered shall be accompanied by a receipt or packing slip indicating the date of sale, work order number, and items/quantities received. A separate receipt or packing slip must be provided for each work order number (to be supplied by NNPS). No back-orders shall be allowed, except as agreed to in advance by NNPS.
    b. Invoices for items ordered and delivered shall be submitted by the Contractor directly to the payment address shown on the Contract or Purchase Order. Invoices shall be submitted upon receipt, unless otherwise agreed upon by the Contractor and NNPS, and shall indicate the receipt or packing slip numbers, items and quantities received, date items were received, and verifiable pricing information including commodity, catalogue number, list price, discount, and discounted price. Invoices shall specify the NNPS Purchase Order number, and associate purchase order line items with invoice line items. Invoices shall also show the NNPS remit-to address.
    c. All buying shall be done by the approved personnel identified in advance by NNPS if not utilizing a procurement credit card for immediate payment. NNPS shall not be responsible for any invoiceable purchases made by unauthorized personnel. Contractor shall require a legible signature from all NNPS personnel on invoiced orders picked up or delivered.
    d. Contractor shall indicate pricing and expected delivery date at time of order.
    e. NNPS reserves the right to request supporting documentation on discounts, service charges, tariffs, or other pricing provided by the Contractor at any time during the contract period.

16. **Federally Imposed Tariffs:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the NNPS may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement. Prior to NNPS agreeing to a price increase, the contractor must provide evidence, all of which must be satisfactory to NNPS. Contractor shall provide NNPS with advance notice of increase for approval before invoice(s) are submitted.

IV. SPECIAL INSTRUCTIONS TO THE BIDDER

A. Definitions:

1. Issuing Office:

Wherever used in this IFB, Issuing Office will be:
Shannon Bailey, VCO, VCCO
Director of Procurement
Newport News Public Schools
Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4500
Fax: (757) 591-4593 ext. 10752
Email: shannon.bailey1@nn.k12.va.us

2. **Contract Administrator:**

Wherever used in this IFB and for purposes of any notices under this contract, the NNPS Contract Administrator will be:
Brittany Matus, Child Nutrition Services
Newport News Public Schools
Child Nutrition Services
12551 Patrick Henry Drive
Newport News, VA 23602
Phone: (757) 881-5030 ext. 16117
Email: brittany.matus@nn.k12.va.us

The Contract Officer, Contract Administrator, or Project Manager assigned by the Contract Officer or Contract Administrator, shall be considered the Owner Representative wherever referenced in this IFB. Contractor will be notified if an Owner Representative is assigned that is not the Contract Officer or Contract Administrator.

B. Contact with NNPS Staff, Representatives, and/or Agents:

1. Direct contact with NNPS staff, representatives, and/or agents, other than Purchasing Department staff, on the subject of this IFB or any subject related to this IFB, is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

C. Bidders of Record:

1. Bidders receiving a copy of this IFB from a source other than the Issuing Office via https://eva.virginia.gov must register for a Supplier Account on the eVA platform and navigate to this solicitation's posting to subscribe to update notifications for any addenda to the IFB.

D. Pre-Bid Conference:

The pre-bid conference for this Invitation for Bid is Optional and will be held **Virtually** on **October 22, 2026 at 10:00 AM EST** to answer any questions regarding this IFB.

Any changes determined necessary as a result of this conference or any other source that may affect the responses to the IFB will be formally addressed by the Issuing Office via addenda. All questions, including those raised verbally during the conference, shall be submitted in writing to the Issuing Office in writing no later than the deadline provided in the Questions section of this IFB. Attending this conference is optional.

Topic: Pre-Bid Conference - Commercial Food Equipment, Supplies, Related Services
Time: Oct 22, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://nn-k12-va-us.zoom.us/j/86101187239?pwd=0jvCJU31vjpMauHOS0n3i7Mn7SJcze.1

Meeting ID: 861 0118 7239
Passcode: 282902

E. Questions:

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at shannon.bailey1@nn.k12.va.us no later than **October 28, 2026, 4:00 P.M. Eastern Time**. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Bidder is responsible for checking the www.eVA.virginia.gov website or contacting the Issuing Office within 48 hours prior to bid closing to secure any addenda affecting this IFB.

F. Changes or Modifications:

1. Changes or modifications to this Invitation for Bid made prior to the date and time of opening will be addressed by addenda from the Issuing Office. Bidders are to acknowledge receipt of addenda in the space provided on the cover page of this IFB. Oral communications are not a part of the Bid, IFB, or Contract Documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

G. IFB Opening:

Bidder shall ensure its Bid is time stamped by the Issuing Office (or eVA for electronic submissions) no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 PM EST or later) will not be considered and will be returned to the Bidder unopened.

The Bid-Opening will be conducted via ZOOM and any bidder wishing to attend virtually shall utilize the following link:

Topic: Bid Opening - Commercial Food Equipment, Supplies, Related Services
Time: Nov 13, 2026 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://nn-k12-va-us.zoom.us/j/86563555021?pwd=KCAt6ZpGFxtMMqWeythgSYUOXsLonT.1

Meeting ID: 865 6355 5021
Passcode: 953963

H. Bid Submission Requirements:

Per the VPPA § 2.2-4303. (Effective January 1, 2025) Methods of Procurement, Newport News Public Schools now provides an option to submit electronic copies of the requested bid/proposal through electronic means or hard copy/paper submissions. All bids may be submitted electronically online via eVA using the Bidder's established eVA Supplier Account, in person, or by mail. The entire bid response including any / all attachments and any / all addenda must be submitted electronically via eVA, in person, or mail no later than the closing date and time stated in the solicitation posting. Faxed or emailed bids will not be accepted.

To learn how to submit an online bid/proposal in eVA please refer to the online supplier training page at: https://eva.virginia.gov/supplier-training-materials.html

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: https://www.youtube.com/watch?v=KSxcAkOekW0

It is the responsibility of the Bidder to ensure all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting.

Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.

1. Each Bid submission shall be submitted to the Issuing Office and shall include the following documents:
   a. The cover page of this Invitation for Bid, which will contain:

i. Original signature of an agent authorized to bind the company.
ii. Contact information requested.
iii. Company FEIN/TIN number.
iv. Acknowledgements of all addenda(s) issued on page 1 (as applicable).
v. Delivery time
vi. Payment terms
vii. Grand bid total (including written bid total)

b. Completed and signed specific legal requirements clauses on page two (2) of this Invitation for Bid;
c. Completed and signed certification regarding debarment clause on Attachment A;
d. Completed Bidder Data and Reference sheet on Attachment B;
e. Completed Certification Regarding Lobbying on Attachment C ;
f. Completed Certification of Compliance with Code of Virginia § 22.1-296.1 on Attachment D;
g. Completed Pricing Schedule on Attachment E;
h. Completed Catalog discount pricing structure on Attachment F

I. Proprietary Information/Disclosure:

Bidder is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342.

Bidder shall invoke the protections of this section prior to or upon submission of the data or other materials,

identify the data or other materials to be protected, State the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Owner's attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2- 4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by a Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

The redacted version of the bid must have all proprietary information deleted that has been marked as proprietary. The redacted version of the bid must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. Newport News Public Schools does not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the bidder. In the event the offeror provides only one proposal, it will be determined the one proposal copy will be subject to public inspection in accordance with the Virginia Freedom of Information Act.

In accordance with § 2.2-4342. Public Inspection of Certain Records, A bidder, shall not designate as trade secrets or proprietary information (a) an entire bid; (b) any portion of a bid, that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices. If, after being given reasonable time, the bidder refuses to withdraw an entire classification designation, the bid will no longer be considered.

J. Cost of Responding:

1. This solicitation does not commit NNPS to pay any costs incurred by the Bidder or any other party in the preparation and/or submission of bids or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

K. Disposition of Bids:

All materials submitted in response to this IFB shall become the property of the Owner. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

V. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This document, its addenda, any additional information requested, and negotiated changes will constitute the final contract, hereafter referred to as "this contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract. This contract shall be governed by the contract documents in the following order of precedence:

1) This document and any negotiated changes to the foregoing documents.

2) Bidder's Bid documents with Attachment – Pricing Schedule

B. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee. NNPS' standard method to modify contracts is issuance of a change order (purchase order).

C. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract.

D. Conditions Of Work:

Bidders shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract.

E. Bid Binding For Ninety (90) Days:

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation For Bid.

F. Non-Assignment:

Successful Bidder shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

G. Antitrust:

Any perceived anti-trust violation shall be reported to the State Attorney General for possible enforcement of anti-trust laws.

H. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this IFB, shall be executed by Bidder and is to be submitted with Bidder's bid. The requirements set forth on said form shall be considered to be

binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to a Bidder who has not signed the anti-collision/nondiscrimination statement.

I. Compliance with Federal, State, and Local Laws and Federal Immigration Law:

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

K. Hold Harmless/Indemnification:

It is understood and agreed that Successful Bidder hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Bidder, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Bidder agrees to indemnify and hold harmless Owner and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Bidder or those for whom Successful Bidder is legally liable. Upon written demand by the Owner, Successful Bidder shall assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims made against the Owner, its agents, volunteers, servants, employees or officials.

L. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Owner: NNPS Contract Administrator as designated in this IFB.

To Successful Bidder: Successful Bidder’s Contract Administrator as defined in Successful Bidder’s bid. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

M. Non-Responsive Performance:

(1) Delivery Delays: Owner reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by the Owner, such

goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of Owner within ten (10) days of notification. Rejected goods and/or service deliverables not removed from Owner' premises within ten (10) days will be regarded as abandoned, shall become the property of Owner, and Owner shall have the right to dispose of such items.

Owner Purchase From Alternate Sources: NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections.

The Successful Bidder shall reimburse NNPS promptly for excess costs incurred by NNPS for such purchases. Any such purchases will be deducted from the contract amount. In the event NNPS cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

Liability: Successful Bidder shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables.

Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Bidder.

N. Termination Without Cause:

Owner may at any time, and for any reason, terminate this Contract by written notice to Successful Bidder specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Bidder by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. In the event of such termination, Successful Bidder shall be paid such amount as shall compensate Successful Bidder for the work satisfactorily completed, and accepted by Owner, at the time of termination. In the event Owner terminates this Contract, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to Owner any work completed or in process for which payment has been made.

O. Termination With Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, Owner may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, Owner may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to Owner any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by Owner and provisions herein with respect to opportunity to cure default shall not be applicable.

P. Breach of Contract:

Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within ten (10) calendar days from the date of the Owner written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator

in the notice. Fails to submit a written response to the Owner notification of noncompliance within ten (10) calendar days after the date of the Owner notice. All notices under this contract shall be submitted, either by fax or certified mail, return- receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

Q. Applicable Law:
This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

R. Compliance With All Laws:
Successful Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Bidder represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Bidder is a corporation, Successful Bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Bidder.

S. Venue:
Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by the Owner.

T. Severability:
If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

U. Non-Appropriation of Funds:
It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, Owner shall immediately notify the Successful Bidder of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to the Owner of any kind whatsoever.

V. Tax Exemption:
The Owner is exempt from federal excise tax and from all State and local taxes. Successful Bidder shall not include such taxes in any invoices under this agreement. Upon request, the Owner will furnish the Successful Bidder with tax exemption certificates or the Owner tax exempt number.

W. Vendor's Invoices:
Successful Bidder shall submit to the Owner all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed Owner purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Bidder's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Bidder's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This IFB number and the NNPS Purchase Order Number.

X. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with the Owner which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Y. Warranty/Guarantee:

The Successful Bidder guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from the date of Final Completion as specified by O w n e r . To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Bidder or Successful Bidder's workmen are responsible, to the building or equipment, to Successful Bidder's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from the Owner.

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work. All warranties and guarantees of the Contractor noted in the Specifications or contained herein shall survive the expiration of the Contract or the early termination of the Contractor.

In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees and warranties referred to in any portion of the Contract Documents, the more stringent requirement governing. If, for any reason the Contractor cannot guarantee any part of his Work using the material or construction methods which have been specified or shown, it shall notify the Architect/Engineer in writing before the Notice to Proceed is given, giving reasons together with the name of the product and data on substitutions he can guarantee. Should the Contractor fail to so notify the Architect prior to receiving the Notice to Proceed, the Contractor will be held to have agreed to guarantee all Work specified or shown.

Z. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by the Owner. Owner agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Owner under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the Owner and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

1. Special Educational or Promotional Discounts:

   The contractor shall extend any special educational or promotional sale prices or discounts immediately to Newport News Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

AA. Prompt Payment:

The Owner will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, the Owner shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should Owner fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to the Owner their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from the Owner, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from Owner for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of Owner. A Contract modification will not be made for the purpose of providing reimbursement by Owner for interest charges owed by Contractor. A cost reimbursement claim to the Owner shall not include any amounts for reimbursement of interest charges owed by Contractor.

BB. Payment by Electronic Funds Transfer (EFT):

(a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—

(i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:
Accounting Department
NNPS Administration Building
12465 Warwick Blvd.

Newport News, Virginia 23606
Tel: (757)591- 4513
Kimberly Powell, Accounting Supervisor
Kimberly.powell1@nn.k12.va.us

CC. Audits:

The Owner shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Bidder, including, but not limited to those kept by Successful Bidder, its employees, agents, assigns, successors and subcontractors. Successful Bidder shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Owner, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Bidder's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for the Owner. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

DD. Non-Exclusivity:

NNPS reserves the right to procure goods or services covered under this contract from a third party when, in NNPS' sole discretion, it is deemed to be in NNPS' best interest.

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

1. This Contract term shall be for two (2) years, commencing on the date of award.

B. Contract Extension:

1. This Contract may be extended upon mutual agreement of both parties for four (4) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated Contract resulting from this IFB.

C. Time is of the Essence:

1. Time is of the essence in this Contract. Successful Bidder expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Bidder and may sustain substantial losses by reason of untimely performance.

D. Cooperative Procurement:

Code of Virginia, § 2.2-4304 Joint and cooperative procurement, will apply to this solicitation. Other Public Bodies may utilize any Contract(s) issued pursuant to this solicitation by placing its own Order(s) directly with the Successful Bidder(s) (Contractor(s)). Newport News Public Schools acts only as the issuing agency and is not responsible for placement of orders, payment, or discrepancies of other participating Public Bodies. In the event these entities opt to participate under any Contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Bidder or Bidders, incorporating all terms and

conditions set forth in this Contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor.

E. Insurance:

Contractor shall submit to the NNPS Contract Administrator, and to the Issuing Office, certificates of insurance (COI), prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the Owner or to the extent permitted by Virginia law.

The certificates of insurance shall list Newport News Public Schools, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, as the certificate holder and additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER AND THE ISSUING OFFICE SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER AND THE ISSUING OFFICE SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT.

Minimum limits of insurance.

Forms	Minimum Limit
Commercial General Liability (including Contractual Liability and Products and Completed Operations Coverage)	$1,000,000 Combined Single Limit
Automobile Liability	$1,000,000 Combined Single Limit
Umbrella/Excess Liability	$5,000,000
Worker’s Compensation	Statutory

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Bidder.

F. Unauthorized Disclosure of Information:

Successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its Subcontractors, agents, or employees under or in connection with this Contract. The Successful Bidder shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to attorney’s fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Bidder shall, upon written demand by NNPS, assume and defend, at the Successful Bidder’s sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its Subcontractors, agents, or employees under or in connection with this Contract shall constitute a breach of the terms of this Contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Bidder shall save harmless and indemnify NNPS for

court costs, litigation expenses, and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

G. Copyright/Patent Indemnity:

Successful Bidder shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use, and sales of the goods and/or service deliverables supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Successful Bidder shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage, or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

H. Price Escalation/De-escalation:

NNPS may consider price adjustments, after the initial contract term, based solely upon manufacturer price increases/decreases. Successful Bidder shall provide NNPS a written request for any such manufacturer increases. Such requests shall be addressed to the Issuing Office and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum thirty (30) day advance notice period shall be required for such requests. Requests for price increase adjustments are subject to the review and approval of the NNPS Purchasing Agent. Successful Bidder shall apply and implement, immediately upon notification from manufacturer, any and all price decreases for items included under any contract resulting from this Invitation to Bid.

Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer Price Index – All Urban Consumers (CPI – U) for the applicable schedule of the Consumer Price Index published by the United States Department of Labor during the previous twelve months or Three (3%) whichever is lower.

I. Cleaning Up:

The Contractor shall remove at its own expense from the work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the Contractor by the Owner Representative where such disposal is in accordance with local ordinances.

J. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed, and which does not unreasonably interfere with the work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contract Administrator.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Administrator may have the necessary work performed and charge the cost to the Contractor.

K. Environmental Consideration:

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances (e.g., refrigerant), including, but not limited to, the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on

Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, Subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation, or expiration of this Contract.

L. Correction of Work Before Final Payment:

The Contractor shall promptly remove from the premises all materials and work rejected by the Owner's Representative as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace materials and/or re-execute work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good on all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within ten (10) days after written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) days after written notice, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

M. Use of Brand Names:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

N. Requirements Contract:

During the contract term and any and all extensions, the contractor shall provide the goods/services described in the contract. The contractor understands and agrees that this is a requirements contract and that NNPS shall have no obligation to the contractor if no goods/services are required. Any quantities that are included in the scope of work reflect the current expectations of NNPS. The quantities indicated are an estimate only and NNPS is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor understands and agrees that NNPS may require goods/services in an amount less than or in excess of the estimated quantities and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually required by NNPS.

O. Transportation and Packaging:

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped.

Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

P. Work Site Damages:

Any damage to existing utilities, equipment, or furnished surfaces resulting from the performance of this contract shall be repaired to Newport News Public Schools satisfaction at the contractor's expense.

VII. ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED TRANSACTIONS

The purchase of goods or services funded in whole or in part by the Federal Government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200 Appendix II. The contractor, vendor, or supplier ("Contractor") is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be incorporated in solicitations by Newport News Public Schools ("NNPS"), as indicated below.

A. Terms Required for All Contracts

1. **Suspension and Debarment**
   Authorizing Legislation: Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000
   Required Contracts: All Contracts

   i. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, contractor is required to verify that neither the Contractor, nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   ii. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   iii. This certification is a material representation of fact relied upon by NNPS. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NNPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   iv. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

2. **Byrd Anti-Lobbying Amendment**
   Authorizing Legislation: 31 U.S.C. § 1352, 45 C.F.R., Part 18, Appendix A
   Required Contracts: All Contracts

   i. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The certificate entitled Certification Regarding Lobbying (See IFB "Attachment C" hereto) must be completed and returned with this Agreement.

3. **Procurement of Covered Materials**
   Authorizing Legislation: 42 U.S.C. § 6962, Section 6002 of the Solid Waste Disposal Act
   Required Contracts: All Contracts Over $10,000

   i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

      1. Competitively within a timeframe providing for compliance with the contract performance schedule;
      2. Meeting contract performance requirements; or
      3. At a reasonable price.

   ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program

   iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Termination for Cause/Convenience**
   Authorizing Legislation: 2 C.F.R. Part 200 Appendix II (B)
   Required Contracts: All Contracts

   i. See General Terms and Conditions.

5. **Access to Records**
   Authorizing Legislation: DHS Standard Terms and Conditions (Latest revision published at the time of each Purchase Order issued in accordance with this Contract)
   Required Contracts: All Contracts

   i. The Contractor agrees to provide NNPS, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   iii. The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

   iv. In compliance with the Disaster Recovery Act of 2018, NNPS and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Administrator or the Comptroller General of the United States.

6. **Contract Work Hours and Safety Standards Act**
   Authorizing Legislation: 29 C.F.R. § 5.5(b)
   Required Contracts: All Contracts Over $100,000 Utilizing Mechanics or Laborers (as defined in 40 U.S.C. §§ 3701)

   i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

iii. Withholding for unpaid wages and liquidated damages. NNPS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. **Clean Air Act and Federal Water Pollution Act**
Authorizing Legislation: 40 U.S.C. § 7401-7671(q), 33 U.S.C. § 1251-1387, 29 C.F.R. § 5.5(b)
Required Contracts: All Contracts Over $150,000

i. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to NNPS and understands and agrees that NNPS will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Agency.

ii. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
2. Contractor agrees to report each violation to NNPS and understands and agrees that NNPS will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate EPA Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Agency.

8. **Legal/Contractual/Administrative Remedies for Breach**
Authorizing Legislation: 2 C.F.R. Part 200 Appendix II(A)
Required Contracts: All Contracts Over $250,000

i. See General Terms and Conditions.

9. **Program Fraudulent Statements or Related Acts**
Authorizing Legislation: 31 U.S.C. §§ 3729-3733
Required Contracts; All Contracts

i. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10. **Equal Employment Opportunity**
Authorizing Legislation: 2 C.F.R. Part 200 Appendix II(C)
Required Contracts: All Construction Contracts (as defined in 41 C.F.R. § 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

1. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

4. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11. **Davis-Bacon Act**
Authorizing Legislation: 40 U.S.C. §§ 3141-3144 and 3146-3148, 29 C.F.R. Part 5; 2 C.F.R. PART 200 APPENDIX II(D)
Required Contracts: Certain Construction Contracts Over $2,000

i. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

iii. Additionally, Contractors are required to pay wages not less than once a week.

12. **Copeland Anti-Kickback Act**
Authorizing Legislation: 40 U.S.C. § 3145
Required Contracts: All Construction Contracts Over $2,000

i. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13. **Contract Changes or Modifications**
Required Contracts: All Contracts

i. See General Terms and Conditions.

14. **Compliance with Federal Law, Regulations, and Executive Orders**
Required Contracts: All Contracts

i. This is an acknowledgement that financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

15. **No Obligation by Federal Government**
Required Contracts: All Contracts

i. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to NNPS, Contractor, or any other party pertaining to any matter resulting from the contract.

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred or otherwise declared ineligible by the Federal Government, or by the Commonwealth of Virginia, or by any other state, or by any town, city, or county, from submitting Bids or Offers on contracts for furnishing materials, supplies, services, or construction, nor are they an agent of any person or entity that is now so debarred or otherwise declared ineligible. The undersign do solemnly declare and affirm that the contents of the foregoing statements are true and correct.

Authorized Agent:

Signature	Type or Print Name	Type or Print Title

Company FEIN/TIN#	Phone Number	Fax Number	Email Address

ATTACHMENT B

BIDDER DATA AND REFERENCE SHEET

QUALIFICATIONS: The bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements. Briefly describe how Bidder has the full capability and capacity?

YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation.

_____ Years _____ Months

REFERENCES: Bidders shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **NNPS cannot be listed as a reference.**

Reference 1:		
Customer Name:	**Contact Name:**	**Contact Title:**
Email:	**Phone:**	**Fax:**
Address:		
Reference 2:		
Customer Name:	**Contact Name:**	**Contact Title:**
Email:	**Phone:**	**Fax:**
Address:		
Reference 3:		
Customer Name:	**Contact Name:**	**Contact Title:**
Email:	**Phone:**	**Fax:**
Address:		

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18 -- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, as specified herein, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Info:

_____
Contractor Name

_____ _____
Contractor FEIN/TIN# Contractor Address

_____ _____ _____ _____
Date Signature Type or Print Name Type or Print Title

Attachment D

CERTIFICATION OF COMPLIANCE WITH CODE OF VIRGINIA, §22.1-296.1

I,_____, a duly authorized representative and officer of

_ (Contractor's name), in accordance with the Code of

Virginia, §22.1-296.1, do certify that _ (Contractor's name)

hereby certify that the employees, subcontractors, partners, and representatives who will be in direct contact with students (i) have 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) has not been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities."

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. NNPS shall not be liable for materially false statements regarding the certifications required by the state code.

Contractor is responsible for ensuring that each of its employees, subcontractors, partners, and representatives who will be in direct contact with students have certified the above and shall maintain such certifications on file for the duration of the contract period.

I do understand the above information and certify that the above statements are true.

_____
(Contractor's Authorized Office – Signature)

_____
(Contractor's Authorized Officer – Printed Name)

_____
(Title)

_____
(Date)

ATTACHMENT E

PRICING SHEDULE

The Bidder shall complete each line item in the Pricing Schedule. For the freight, an entry of "$0.00" will be interpreted as included in the equipment pricing or provided at no additional charge and is an acceptable response. The Bidder shall include manufacturer specifications, catalog pages, product cut sheets, or equivalent technical documentation for each piece of equipment offered.

All equipment line items must include a price. Any equipment line item left blank or priced at "$0.00," or any required freight and delivery line item left blank, shall render the bid non-responsive.

The items listed in the Pricing Schedule are not intended to represent an exhaustive list of the equipment NNPS may request during the contract term.

For purposes of the Pricing Schedule, the following definitions apply:

- **Freight:** Any applicable shipping charges associated with transporting the equipment.
- **Delivery:** Any applicable charges for inside delivery, unboxing, placing the equipment in its designated location, and removing packaging materials from the delivery site.

For purposes of completing the Pricing Schedule, the designated delivery address is: **NNPS Child Nutrition Services 12551 Patrick Henry Drive Newport News, VA 23602**

This address is provided for pricing purposes only. Actual deliveries will be made to the respective NNPS school or building, which will be communicated to the successful bidder at the time the quote is requested.

Item No.	Equipment Description	Manufacturer/ Model Number	MSRP/ List Price	Discount	Unit Price	Freight	Delivery	Total Price
1	Roll-Thru Refrigerator	Traulsen #RRI232LPUT-FHS Spec Line R-Series or equivalent	$		$	$	$	$
2	Single Door Reach-in Freezer	True Manufacturing #T-23F-HC or equivalent	$		$	$	$	$
3	Double Door Reach-in Refrigerator	Traulsen #G20010 Spec Line G Series or equivalent	$		$	$	$	$
4	Convection Oven, Electric	Vulcan #VC4ED-QS-PLATINUM or equivalent	$		$	$	$	$

Item No.	Equipment Description	Manufacturer/ Model Number	MSRP/ List Price	Discount	Unit Price	Freight	Delivery	Total Price
5	Three (3) Compartment Sink	Advance Tabco #FC-3-2424-24RL or equivalent	$		$	$	$	$
6	Pre-Rinse Faucet Assembly	Krowne Royal Series # 17-109WL or equivalent	$		$	$	$	$
7	Ice Machine – Cube Style	Manitowoc #IYT0420A or equivalent	$		$	$	$	$
8	Water Filtration System for Steam Equipment	Everpure #EV979750 for KleenSteam CT System or equivalent	$		$	$	$	$
9	Water Filtration Cartridge	Everpure #EV961716 or equivalent	$		$	$	$	$
10	Milk Cooler	Beverage Air #ST34HC-S or equivalent	$		$	$	$	$
11	Refrigerated Display Case, Self-Serve	Structural Concepts #B35R or equivalent	$		$	$	$	$
12	Serving Line	Delfield #000-40014Q6HC or equivalent	$		$	$	$	$
13	Serving Line	Delfield #000-40014Q6HD or equivalent	$		$	$	$	$
14	Convection Steamer, Electric	Cleveland Range #24CEA10.2 or equivalent	$		$	$	$	$
15	Tilting Skillet Braising Pan, Electric	Cleveland Range #SEL40T1 or equivalent	$		$	$	$	$
16	Dish Machine, Door Type	CMA Dishmachines #180-S or equivalent	$		$	$	$	$

Item No.	Equipment Description	Manufacturer/ Model Number	MSRP/ List Price	Discount	Unit Price	Freight	Delivery	Total Price
17	Plastic Shelving Unit	Cambro #EXU244272V 4480 or equivalent	$		$	$	$	$
18	Walk-In Cooler Shelving	Cambro #EXA245464V 4480 or equivalent	$		$	$	$	$
19	Ice Maker with Bin, Cube Style	Hoshizaki #KM-231BAJ or equivalent	$		$	$	$	$
20	Three (3) Door Reach-In Refrigerator	Traulsen #G30010, Spec-Line G Series or equivalent	$		$	$	$	$
21	Convection Steamer, Electric	Vulcan #C24ET6 or equivalent	$		$	$	$	$
22	Dish Cart/Dolly	Metro #SSD16 or equivalent	$		$	$	$	$
23	Dish Cart/Dolly	Metro #DSD11 or equivalent	$	$	$	$	$	$
24	Drain Pans	Cleveland Range #DRAINPAN6 or equivalent	$	$	$	$	$	$
25	Ice Cream Cabinet	Global Refrigeration #52-1904-21-R9 or equivalent	$	$	$	$	$	$
26	Warmers - Half Height	Winston Foodservice #HOV7-04HP or equivalent	$	$	$	$	$	$
TOTAL BASE BID								**$**

Vendor Name: _____

ATTACHMENT F

CATALOG DISCOUNT PRICING

Manufacturer	New Products % Discount off List	Parts % Discount off List	Minimum Order (if applicable)	Additional Volume-Based Discount (If Applicable)	Standard Lead Time	Any Fees (if applicable)	Warranty and Clarification Comments

Additional copies of this sheet may be used as necessary. If additional clarification space is needed, submit it on a supplemental sheet.

All brands offered by bidder shall be included.