



**INVITATION FOR BIDS**

**Newport News Public Schools**

ISSUING OFFICE:  
PURCHASING DEPARTMENT  
12465 WARWICK BOULEVARD  
NEWPORT NEWS, VA 23606-3041  
TELEPHONE: (757) 591-4525  
FAX: (757) 591-4593

**DATE: March 17, 2021**

Attention of Bidder is Directed To Section  
2.2-4367 to 2.2-4377 Code of Virginia  
(Ethics In Public Contracting)

**ELECTRONIC PROPOSALS (COVID-19 INSTRUCTIONS)** will be emailed to [IFB08NNPS@nn.k12.va.us](mailto:IFB08NNPS@nn.k12.va.us) until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for electronic late delivery. Offerors are highly encouraged to anticipate and plan for technical or heavy email transmission traffic at the last minute and should email responses ahead of the time posted. All inquiries for information regarding this Invitation for Bid should be directed to Glenn Schofield at [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us)

**COMMODITY: Wireless Infrastructure Replacement      NIGP CODE: 287-66**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS NOT AN ORDER**

<b>BID ITEM NO. IFB # 008-0-2021GS</b>
<b>PROCUREMENT OFFICER  Glenn Schofield, C.P.M.</b>
<b>OPENING DATE  April 1, 2021</b>
<b>OPENING TIME  2:01 P.M. EST</b>
<b>PREBID CONFERENCE NON-MANDATORY DATE: N/A TIME: N/A</b>

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS BID 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 THIS INVITATION FOR BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT. NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

<b>WIRELESS INFRASTRUCTURE REPLACEMENT</b>	<b>BID TOTAL:</b>	<b>\$ _____</b>	<b>USD</b>
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**ACKNOWLEDGE RECEIPT OF ADDENDUM: #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.**

**DELIVERY:** State your earliest firm delivery or performance date: \_\_\_\_\_20\_\_\_\_. This date may be a factor in making the award.

**PAYMENT TERMS:** \_\_\_\_\_ **DELIVERY TIME:** \_\_\_\_\_

**SHIPPING TERMS: ALL PRICES QUOTED F.O.B. NEWPORT NEWS, VIRGINIA**

**Authorized Agent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Email Address

**Company FEI/FIN#**

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

**SPECIFIC LEGAL REQUIREMENTS**

**ANTI-COLLUSION:**

In the preparation and submission of this bid/proposal, said bidder/offeror did not either directly or indirectly enter into any combination or arrangement with any person, 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/offeror 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/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid/proposal.

**DRUG-FREE WORKPLACE:**

During the performance of this contract, the successful bidder/offeror agrees to (i) provide a drug-free workplace for the successful bidder's/offeror'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/offeror'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/offeror that the successful bidder/offeror 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/offeror 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/offeror 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/OFFEROR SHALL BE PROHIBITED:**

1. During the performance of this contract, the successful bidder/offeror agrees as follows:
  - a. Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror 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. Successful bidder/offeror shall include the provisions of the foregoing Subsections 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 THE COMMONWEALTH:**

1. A 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.
2. A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or 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.

**Name and Address of BIDDER/OFFEROR:**      Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Federal Tax Identification Number/Social Security Number:** \_\_\_\_\_

**State Corporation Commission Identification Number:** \_\_\_\_\_

Is bidder/offeror a "minority" business?  Yes  No      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     Native American     Asian American     Other; Please Explain:

Service Disabled Veteran?  Yes  No      Service Disabled Veteran Business?  Yes  No  
 Woman Owned?  Yes  No              Small Business?  Yes  No  
 Faith-Based Organization?  Yes  No

**SCOPE OF WORK:**

A. General Requirements.....5  
B. Specific Requirements.....6  
C. Replacement Parts and Service.....6

**SPECIAL INSTRUCTIONS TO THE BIDDER:**

A. Definitions:.....7  
B. Contact with NNPS Staff, Representatives, and/or Agents:.....7  
C. Pre-Bid Conference & Site Visits:.....7  
D. Bidders of Record:.....7  
E. Questions:.....7  
F. Changes or Modifications:.....7  
G. Bid Submittal Requirements:.....8  
H. Proprietary Information/Disclosure:.....8  
I. Notice of Award:.....8  
J. Award:.....8  
K. Withdrawal of Bids:.....9  
L. Disposition of Bids:.....9  
M. Cost of Responding:.....9

**GENERAL TERMS AND CONDITIONS:**

A. Contract Document:.....9  
B. Contract Modification(s):.....10  
C. Bidder Obligation:.....10  
D. Conditions of Work:.....10  
E. Bid Binding For One-Hundred Twenty (120) Days:.....10  
F. Prime Contractor:.....10  
G. Subcontractors:.....10  
H. Non-Assignment:.....10  
I. Antitrust:.....10  
J. Anticollusion/Nondiscrimination Requirements Form:.....10  
K. Compliance with Federal, State, and Local Laws and Federal Immigration Law:.....11  
L. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:.....11  
M. Hold Harmless/Indemnification:.....11  
N. Notices:.....11  
O. Non-Responsive Performance:.....11  
P. Termination Without Cause:.....12  
Q. Termination With Cause/Breach:.....12  
R. Breach of Contract:.....12  
S. Applicable Law:.....13  
T. Compliance With All Laws:.....13  
U. Venue:.....13  
V. Severability:.....13  
W. Non-Appropriation of Funds:.....13  
X. Tax Exemption:.....13  
Y. Vendor's Invoices:.....13  
Z. Contractual Disputes:.....13  
AA. Warranty/Guarantee:.....14  
BB. Payment Terms:.....14  
CC. Prompt Payment.....14  
DD. Payment by Electronic Funds Transfer.....15  
EE. Audits:.....17  
FF. Non-Exclusivity:.....17

**SPECIAL TERMS AND CONDITIONS:** ..... 17

A. Contract Term: ..... 17

B. Contract Extension: ..... 17

C. Time is of the Essence ..... 17

D. Insurance: ..... 17

E. Bonds: ..... 18

F. Unauthorized Disclosure of Information: ..... 18

G. Copyright/Patent Indemnity: ..... 18

H. Escalation/De-escalation: ..... 19

I. Certification Regarding Debarment ..... 19

J. Cooperative Procurement: ..... 19

K. Criminal Background Check ..... 19

**ATTACHMENT A – Pricing Schedule "A"** ..... 20

**ATTACHMENT B – Pricing Schedule "B"** ..... 22

## SCOPE OF WORK:

### A) General Requirements:

Newport News Public Schools (NNPS) is seeking to solicit sealed bids from responsive and responsible bidders to establish a firm, fixed price contract to replace our wireless infrastructure. Our current infrastructure includes in excess of 2400 access points across over 50 locations. These locations include elementary, middle, and high schools as well various support buildings, warehouses, and administrative offices. The replacement will be a one-to-one replacement with considerations made to improving the design to increase coverage and overall user performance.

It is the intent of this solicitation that the Contractor supply competitive pricing for the products listed in Attachment "A" – Parts Pricing Schedule, all parts/items offered to be in new, and unused condition, and also firm-fixed hourly rates for each service item listed in Attachment "B" – Labor Pricing Schedule to include labor & all incidental materials for the installations specified and ordered by NNPS.

**Award shall be made to a responsive and responsible Bidder(s) based on the overall BID TOTAL, this total coming from the sum of both Attachment "A" – Parts Pricing Schedule and Attachment "B" – Labor Pricing Schedule.** Bidder must provide a price for each part/item and labor rates for the bid to be considered.

During the contract term and any and all extensions, the contractor shall provide the parts and products 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 parts and products are required. The contractor understands and agrees that NNPS may require parts and products 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.

NNPS is seeking qualified Contractor that can meet the hardware requirements as well as the installation requirements. All solutions must be able to provide five (5) years of pricing and support.

Installation of all access points may require tall ladders, cherry-pickers, and/or scissor lifts depending on the installation location. These locations will primarily be our gymnasiums, cafeterias, auditoriums, and the outside locations.

The vendor will be provided with current wireless site surveys and maps indicating locations of current access points. The vendor will also be provided with detailed instructions on any additional access points that are to be installed as well as any access points that will not be directly replaced but relocated.

The vendor will inventory all devices on a per-site basis and provide this inventory prior to declaring a site is complete. The vendor will label each access point in an intuitive fashion, preferably referencing the physical room number or location. Examples of proper naming would be "[SITE]-207", "[SITE]-MO", "[SITE]-GYM[1-x]", etc. (A list of site initials will be provided for this labeling.) Along with the inventory the vendor will provide a map indicating the location of the installed access point along with its label.

The vendor will verify with the assigned NNPS liaison that all access points are up and operational prior to declaring a site complete. The vendor will be expected to swap out any malfunctioning units identified by NNPS prior to declaring the site complete.

The vendor will have at least one project manager that will coordinate with NNPS staff for planning purposes as well as reporting. The vendor will provide periodic status reports indicating, at least, completed sites, planned sites, and issues that need to be resolved.

Installation may require work to take place after normal business hours and/or weekends depending on the location's schedule.

## **B) Specific Requirements:**

### Hardware Requirements

- 2,700 Juniper Mist AP43 inside access points with universal mounting hardware.
- 200 Juniper Mist AP63E outside access points with universal mounting hardware.
- Aruba Clearpass hardware appliances and licensing for 75,000 devices including 5-year support covering all aspects of the Clearpass solution.
- Fortinet Fortigate firewall appliances as listed in attached parts schedule

Existing access points are of three varieties:

- Indoor ceiling and/or wall-mounted Aruba 225's
- Indoor faceplate-mounted Aruba 205H's
- Outdoor wall-mounted Aruba 367's

### Replacement of Aruba 225

- If the access point is mounted to the ceiling, the new access point will mount directly in its place utilizing existing cabling, unless otherwise noted.
- If the access point is mounted to the wall, ceiling mount in close proximity to existing location utilizing existing cabling, unless otherwise noted.
- New access points locations may be determined, requiring new cabling needing to be installed and ran to the nearest IDF unless otherwise noted.

### Replacement of Aruba 205H

- The existing access point will be removed and the cable will be back-pulled to be re-used for the replacement access point. The replacement access point will be mounted to the ceiling as central to the classroom as possible given the cable-length restrictions unless otherwise noted.
- In cases where the classroom does not have a suitable ceiling the access point will be wall-mounted in an optimal location given the cable-length restrictions unless otherwise noted.
- In most cases a NJ-45 will need to be installed on the end connecting to the access point.

### Replacement of Aruba 367

- There are currently only a handful of existing outdoor access points. These will be removed and the new access points will be installed in their place.
- New installation locations will be determined and provided. Installation will involve including, but not limited to:
  - Cable run to nearest IDF.
  - Wall penetration including but not limited to brick and cinderblock.
  - All wall penetrations will need to be sealed with appropriate fire-block material to ensure fire-code compliance.
  - Access point will be mounted to the exterior of the building in a safe and secure fashion and at a height that aids in the prevention of theft and/or vandalism.

### Other Requirements

- System design and planning – Ability to utilize our current Ekahau wireless surveys to assist in a better understanding our needs and optimize the installation of the new solution.
- System configuration – Assistance in the setup, configuration, and optimization of the management solution.
- Professional Training and Learning Opportunities.

## **C) REPLACEMENT PARTS/PRODUCTS AND SERVICE:**

- 1) All parts and products offered and furnished shall be provided for and inventoried by the Contractor for this project
- 2) The Contractor will provide standard first-quality product, new and unused and listed in the bidder's regular published catalogue or price list(s).
- 3) NNPS reserves the right to add similar parts and products or delete parts and products specified in the resultant contract as requirements change during the period of the contract. NNPS and the Contractor will mutually agree

to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

- 4) During the course of the contract, NNPS may make emergency requests of the contractor, which requires immediate response. The contractor must make every reasonable effort to accommodate the needs of NNPS.

## **SPECIAL INSTRUCTIONS TO THE BIDDER**

### **A. Definitions:**

Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:

Glenn Schofield, C.P.M., Director of Procurement  
Newport News Public Schools Purchasing Department  
12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 591-4523  
Fax: (757) 591-4593  
Email: [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us)

NNPS Contract Administrator:

Wherever used in this Invitation for Bid and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Richard Morrison, Supervisor – Network Engineering, Technology Department  
Newport News Public Schools, 12511 Warwick Blvd., Suite A ,  
Newport News, VA 23606  
Phone: (757) 881-5461, x12122  
Email: [richard.morrison@nn.k12.va.us](mailto:richard.morrison@nn.k12.va.us)

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

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 Director of Procurement.

### **C. Pre-Bid Conference and Site Visits: N/A**

### **D. Bidders of Record:**

Offerors receiving a copy of this IFB from a source other than the Issuing Office via [www.eva.virginia.gov](http://www.eva.virginia.gov) must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax numbers, and the IFB Item Number. Offeror will be added to the eVA Planholders' list and will receive notifications of any addenda to the IFB.

### **E. Questions:**

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us) **no later than 2:00 P.M., March 24, 2021** prior to the opening date of this IFB. 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](http://www.eVA.virginia.gov) web site or contacting the Issuing Office within 48 hours prior to bid opening to secure any addenda affecting this IFB.

### **F. Changes or Modifications:**

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

## **G. Bid Submittal Requirements:**

1. Each Bid shall be submitted to the Issuing Office electronically and will include the following documents:
  - a. The cover page of this Invitation to Bid, which will contain:
    - (1) BID TOTAL cost;
    - (2) Original signature of an agent authorized to bind the company;
    - (3) Delivery time;
    - (4) Payment terms;and
    - (5) Acknowledgment of any addenda on page one (1);
  - b. Attachment "A" – Parts Pricing Schedule, Attachment "B" – Labor Pricing Schedule
  - c. Completed and signed anticollusion/nondiscrimination clauses on page 2 of this IFB
  - d. Completed and signed Certification of Debarment on page 19 of this IFB
2. Due to the COVID-19 National Emergency Declaration, Newport News Public Schools will now only accept electronic copies of the requested Bid. To maintain the integrity of the sealed bid process, bidders must e-mail their bids to the following e-mail address: [IFB08NNPS@nn.k12.va.us](mailto:IFB08NNPS@nn.k12.va.us) prior to the due date and time specified in the IFB documents including any addenda issued. The date/time stamp on the e-mail with the proposal attachment is considered the delivered due date and time. NNPS personnel will not be able to access this e-mail inbox until after the due date and time specified on the IFB as amended. Do not send routine correspondence to this e-mail, only the bid files. Do not send hard copies of the IFB as NNPS buildings will be inaccessible and all mail/courier services have been suspended/disrupted until the buildings are back open again.

## **H. 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:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and NNPS reserves the right to submit such information to the NNPS 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 an 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.

## **I. Notice of Award:**

Any contract resulting from this IFB will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

## **J. Award:**

The award of contracts shall be at the sole discretion of NNPS. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, in such case NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Further, NNPS reserves the right to enter into any contract deemed to be in NNPS' best interest. Should NNPS, in its sole discretion, determine that it is in NNPS' best interest to award separate contracts for



one or more of the parts and products requested herein, NNPS reserves the right to award a contract to more than one Bidder.

**K. Withdrawal of Bids:**

A bidder for a contract may request withdrawal of his or her bid under the following circumstances:

A bidder may withdraw his bid from consideration if the bid cost was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the bid cost would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Purchasing Agent in writing.

Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

**L. Disposition of Bids:**

All materials submitted in response to this IFB shall become the property of NNPS. 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.

**M. Cost of Responding:**

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.

**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 document with Attachment "A" – Parts Pricing Schedule, Attachment "B" – Labor 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 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 One-Hundred Twenty (120) Days:**

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of one-hundred twenty (120) calendar days after the scheduled closing date of this Invitation for Bid.

**F. Prime Contractor:**

If in its performance of this contract, Successful Bidder supplies goods or services by or through another party or subcontractor, Successful Bidder agrees that:

1. Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.

The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

**G. Subcontractors:**

Successful Bidder's use of subcontractors and the work they are to perform must receive written approval from the NNPS Contract Administrator at least ten (10) calendar days prior to the work being performed. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder.

**H. Non-Assignment:**

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

**I. Antitrust:**

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

**J. Anticollusion/Nondiscrimination Requirements Form:**

The attached "Anticollusion/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 anticollusion/nondiscrimination statement.

**K. 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.

**L. 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.

**M. 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 NNPS 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 NNPS, Successful Bidder shall assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

**N. 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 NNPS: 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.

**O. Non-Responsive Performance:**

Delivery Delays: NNPS 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 NNPS, 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 NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.

NNPS 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 is 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.

**P. Termination Without Cause:**

NNPS 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 NNPS, at the time of termination. In the event NNPS terminates this Contract, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

**Q. 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, NNPS 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, NNPS 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 NNPS 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 NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

**R. 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 noncompliances within ten (10) calendar days from the date of the NNPS 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 NNPS notification of noncompliance within ten (10) calendar days after the date of the NNPS 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 NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

**S. 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.

**T. 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.

**U. 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 NNPS.

**V. 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.

**W. Non-Appropriation of Funds:**

It is understood and agreed between the parties herein that NNPS 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, NNPS 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 NNPS of any kind whatsoever.

**X. Tax Exemption:**

NNPS 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, NNPS will furnish the Successful Bidder with tax exemption certificates or the NNPS tax exempt number.

**Y. Vendor's Invoices:**

Successful Bidder shall submit to NNPS 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 NNPS 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.

**Z. Contractual Disputes:**

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce their 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.

#### **AA. 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 date of acceptance by NNPS. 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 NNPS.

#### **BB. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS 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 NNPS 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 NNPS 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.

#### **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.

#### **CC. Prompt Payment**

NNPS 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, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS 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 NNPS 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 NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS 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 NNPS 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 NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

#### **DD. Payment by Electronic Funds Transfer**

(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) The 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) 283-7850, X10724  
Ray Reyes, Accounting Supervisor  
[ray.reyes@nn.k12.va.us](mailto:ray.reyes@nn.k12.va.us)



**EE. Audits:**

NNPS 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 NNPS, 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 NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

**FF. 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.

**SPECIAL TERMS AND CONDITIONS**

**A. Contract Term:**

The initial contract will be for one (1) year, commencing upon issuance of the Purchase Order and expiring one (1) year thereafter.

**B. Contract Extension:**

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

**C. Time is of the Essence**

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. Insurance:**

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the contract and no later than ten (10) days after award of the contract.
2. 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 days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, as the 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 SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

4. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by Owner does not reduce or limit the liability or responsibilities of the Contractor.

**E. Bonds:**

Unless otherwise noted, all surety documents required herein shall be received and approved by the NNPS Contract Administrator prior to beginning work under the contract and no later than five (5) days after issuance of the "Notice of Award" for this IFB. Each of the required bonds shall be payable to the Owner. Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to issue bond and do business in the Commonwealth of Virginia. With the exception of any required Bid Bond, each of the above bonds shall be maintained through the term of the contract and any extensions. \*Note in accordance with §2.2-4338, alternative forms of security in lieu of a bid, performance, or payment bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond. If approved by the School Board attorney in advance and prior to submitting a bid, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.

**F. Unauthorized Disclosure of Information:**

The 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:**

The 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 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. 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 Percent (3%) whichever is lower.

**I. Certification Regarding Debarment:**

This is to certify that this person/firm/corporation is not now debarred 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 on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\_\_\_\_\_  
Date

**J. Cooperative Procurement:**

Section 2.2-4304 Code of Virginia (VPPA) 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 contractor(s). Newport News Public Schools acts only as the issuing agent 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.

**K. Criminal Background Check:**

In accordance with Virginia §22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services, and, when relevant, the revocation of any license required to provide such services. School Boards shall not be liable for materially false statements regarding the certifications required by this subsection.

This shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, and when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.



March 26, 2021

**Addendum #1**

**FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: IFB #008-0-2021GS – Wireless Infrastructure Replacement

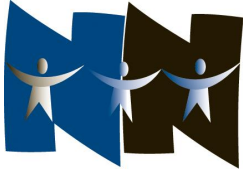
1. The above referenced IFB is hereby amended and clarified as follows:
  - SPECIAL INSTRUCTIONS TO THE BIDDER on Page 8
  - G. Bid Submittal Requirements (Addition to):
    2. The bid opening will be conducted via **ZOOM FORMAT** and any bidders wishing to attend shall email Glenn Schofield at [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us) three (3) days prior to the bid opening to receive an invite.
2. Responses to Bidders questions are as follows:
  - For IFB # 008-0-2021GS would you be open to 3<sup>rd</sup> party optics with guaranteed performance to reduce your hardware posts ?  
**3<sup>RD</sup> PARTY OPTICS WILL BE CONSIDERED.**
  - Will multiple awards be made dependent on the manufacturer or labor services?  
**ONE BIDDER PER THE INSTRUCTIONS OF THE IFB, BID TOTAL = SUM OF ATTACHMENT “A” AND ATTACHMENT “B” IS PREFERRED.**
  - How many Mist subscriptions should a respondent quote for the Mist AP’s or should the respondents quote multiple options?  
**2S IS WHAT WE’RE LOOKING FOR, THE STANDARD AI SUBSCRIPTION ALONG WITH MARVIS.**
  - Would NNPS consider 7 year pricing in addition to the 5 year specified in the RFP?  
**THE IFB INDENTIFIES A POSSIBLE MAXIMUM AMOUNT OF YEARS AS FIVE (5) YEARS TOTAL ONLY.**
  - Could you please confirm that NNPS requires external antennas for the Outdoor AP’s?  
**NO.**

- Are there additional Aruba ClearPass licenses that NNPS will require such as Onboard or Access?  
**NO.**
  - Will NNPS require additional security licenses on their Fortigate firewalls?  
**NO.**
  - I want to know if your RFP requires vendors to provide all of the hardware listed in their bids, in order to be considered. We offer Aruba and Fortinet solutions but not Juniper. Please advise thank you.  
**ALL 21 ITEMS DETAILED IN ATTACHMENT "A" MUST BE BID AS IS AND REQUESTED.**
  - May I get an estimated value or budgeted amount and a list of plan holders for this project?  
**DUE TO THE AMOUNT OF YEARS SINCE THERE WAS A WIRELESS UPGRADE AT NNPS, WE ARE NOT SURE ON AN ESTIMATED BUDGET OR COMPLETION VALUE. A LIST OF PLAN HOLDERS IS N/A AND NOT AVAILABLE.**
  - Bid Dates and Times are correct?  
**NO CHANGE, OPENING DATE IS STILL APRIL 1, 2021 AND THE OPENING TIME IS STILL 2:01 P.M. EST. ON THAT DAY.**
  - Is there a Pre-bid?  
**PER PAGE 1 OF THE IFB, A PRE-BID IS NOT APPLICABLE (N/A).**
  - Although the customer provided a green light to provide SRX pricing. Don't you think we should ask the question about providing equivalent products to the Fortigate with Juniper/Mist?  
**WE HAVE REVIEWED AND TESTED AVAILABLE PRODUCTS AND FEATURES AND MADE THE DECISION TO GO WITH MIST AND CLEARPASS.**
3. All other provisions of the IFB shall remain unchanged. This provision shall become part of the IFB package, and Bidder shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with the Bid.

**Signature:** \_\_\_\_\_  
(Bidder)

Sincerely,

Glenn Schofield, C.P.M.  
Director of Procurement



# NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

12465 Warwick Boulevard  
Newport News, VA 23606-3041

Telephone: (757) 591-4525  
Fax: (757) 591-4593

## NOTICE OF AWARD

IFB #008-0-2021GS

April 5, 2021

Successful Bidder: CDW Government LLC (CDW-G)

Address: 230 N. Milwaukee Ave., Vernon Hills, IL 60061

Your Bid Dated: 04/01/2021

In Response To: IFB # 008-0-2021GS

Description of Work/Products to be furnished: Wireless Infrastructure Replacement

Delivery/Performance Date Start: May 5, 2021

Your offer is hereby accepted at the prices and terms stated in your bid, and is subject to all conditions and requirements of the IFB, including addenda, specifications and warranties.

*Glenn B. Schofield*

Glenn B. Schofield, C.P.M.

Director of Procurement

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION