



**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 #001-0-2023SB

October 12, 2022

Successful Bidder: **Mid-Atlantic Installers Inc.**

Address: 12674 Patrick Henry Drive, Newport News, Virginia 23602

Your Bid Dated: 10/10/2022

In Response To: IFB # 001-0-2023SB

Description of Work/Products to be furnished: CCTV, AC & GENETEC UNIFIED TERM

Delivery/Performance Date Start: October 13, 2022

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

Shaelee Bailey

Shaelee Bailey
Senior Procurement Specialist



INVITATION FOR BIDS

Newport News Public Schools
ISSUING OFFICE:

DATE: September 1, 2022

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

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

BID ITEM NO. 001-0-2023/SB
PROCUREMENT OFFICER Shaelee Bailey VCA, VCO, VCARM
OPENING DATE September 30, 2022
OPENING TIME 10:00am EST
PRE-BID CONFERENCE NON-MANDATORY ZOOM DATE: September 8, 2022 TIME: 10:00 AM

SEALED BIDS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers.

All inquiries for information regarding this Invitation for Bids should be directed to the Issuing Office as defined.

COMMODITY: CCTV, AC & GENETEC UNIFIED TERM

NIGP CODE: 99046, 99050, 99060,99080

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

THIS IS NOT AN ORDER

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 COMPETITIVE NEGOTIATION PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THIS INVITATION FOR BIDS, ANY ADDENDA, AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

CCTV & Door Access Systems Maintenance, Upgrades, Support Services and Conversions	BID TOTAL: \$ _____ USD
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ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. 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 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:
 - 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.
 - 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.
 - 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

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ATTACHMENT A – Parts Pricing Schedule "A"

ATTACHMENT B – Labor Cost/Pricing Schedule "B"

ATTACHMENT C – Scenario Quote

I. PURPOSE

Newport News Public Schools requests bids from prospective Bidders to enter into contract with a qualified vendor to provide maintenance, upgrades, and support services for Closed Circuit Television systems (CCTV), Access Control systems (AC), and Genetec Unified Security system. NNPS invites any qualified Bidder to submit a bid. Bidders responding to this request must be responsible and regularly and practically engaged in providing the services requested in this bid and possess ample resources for doing this work.

Currently NNPS has 1,600 security cameras division-wide managed by 40 servers running Genetec 5.7. Genetec is linked to Microsoft Active and multiple Bosch Fire Panels. NNPS also utilized Sipelia to manage 225 card readers and 3,000 card holders.

A. BACKGROUND

NNPS is the ninth largest school district in the Commonwealth. NNPS is an urban school system educating approximately 28,680 children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school, and 9 program sites. A listing of NNPS and its locations may be accessed via NNPS official website at <http://sbo.nn.k12.va.us/schools>.

B. SCOPE OF WORK

General Requirements:

The Bidder shall provide labor, supervision, equipment (including lifts), tools, materials and incidentals necessary to furnish, install, guarantee new CCTV and AC systems, to remove and dispose of old CCTV and AC systems, perform repairs on existing CCTV and AC systems, and provide maintenance and installation services for door access systems.

Specific Requirements

1. Trained and qualified personnel shall perform all services provided by the Bidder.
2. Bidder shall demonstrate they have considerable experience providing services toward the maintenance and installation CCTV, AC systems, and associated electronic systems.
 - a. Bidder shall be a Genetec Unified Elite partner or higher for a minimum of 3 years.
 - b. Bidder shall have on staff multiple technicians that are Genetec Certified in both access and video.
3. Bidder shall provide documentation for certification of the manufacturer, supplier, installers, project managers and instructors to be involved in this project. Documentation to include the following:
 - a. A list with references of at least two (2) installations of equivalent or larger systems installed within the last two (2) years with the specified products.
 - b. Facility location and name.
 - c. Owner name, address, and telephone numbers.
4. Bidder shall be able to provide, support, and integrate third-party software “Briefcam” with the latest supported version of Genetec.
5. Bidder shall be able to provide, install, and support the Genetec Synergis Access Control System. The system shall be a complete, fully functional access control system integrated with the Omnicast Video Management System.
6. Bidder shall be able to provide, install, and support a sip-based door entry system by Genetec Sipelia. This system should fully integrate into the Synergis Access Control System.
7. All new installation and replacement projects shall use NNPS-approved equipment and be approved prior to the work commencing. All equipment shall seamlessly integrate with the Genetec Security Center Platform.
8. Bidder shall provide pricing for all items in Attachments – A and B.
9. Bidder shall maintain a staffed office within 50 miles of Newport News, VA.
10. Bidder shall provide a project manager or designated point of contact for all ongoing projects and repairs.
11. Bidder shall have experience with Genetec mapping and syncing with Bosch Fire panels for the purpose of fire annunciator panels.
12. Bidder shall be a Certified Bosch Dealer to properly support the integration of mapping in Genetec and Bosch Fire Alarm panels for the purpose of fire annunciator panels.
13. Bidder must possess experience in providing comparable services, Asbestos Standard Operating Procedure for activities where asbestos block wall filler will be disturbed, and statement of Contractor’s acknowledgment that the products and services offered will be in accordance with the provisions of the IFB.
 - a. Bidder must have an Asbestos Supervisor on staff
 - b. Bidder must have successfully completed Asbestos Awareness Training
 - c. Bidder must refer to the most recent AHERA Inspection report prior to starting any project.

- i. Copies of the report can be found either in the school office or Plant Services
- d. Bidder must have at least one employee who has successfully completed Asbestos Class II Operations Training through a certified Asbestos Trainer.
 - i. Only personnel that have successfully completed this training are authorized to disturb the Asbestos Matrix on the block walls with asbestos-containing block filler.

Modifications to Existing Installations or New Installations

- 1) Upon request of NNPS, the bidder shall prepare and submit a detailed written estimate of the labor by categories, labor rate(s), licenses, parts, materials, and all other costs, which will be required to perform any scheduled modifications to existing CCTV and AC systems.
- 2) The bidder shall guarantee any equipment purchased from and installed for the length of the manufacturer's warranty.
- 3) The bidder shall be responsible for the removal of all trash and dunnage from the school property related to repairs, new installations, and preventive maintenance services.

Training

- 1) Bidder shall be able to provide training to NNPS Technology personnel as needed on all systems included in this contract.

Documentation

- 1) Bidder shall provide the following information as part of any new installations:
 - a. Name of School
 - b. Name of camera
 - c. Make and model each piece of equipment
 - d. Serial Number for each piece of equipment
 - e. Network patch panel and port for each piece of equipment
 - f. All network cables and patch panels shall be mechanically labeled with NNPS approved labeling scheme. The bidder shall provide this as part of the documentation.
 - g. Updated AutoCAD drawings. NNPS will provide the contractor with the original AutoCAD file.

General Repairs

- 1) In the event of equipment failure, NNPS may request the contractor open a Service Request. The Bidder shall be on-site within twenty-four (24) hours of notification.
- 2) The Bidder shall prepare and submit to NNPS a detailed written estimate that includes the number of labor hours, labor rate(s), materials, and any additional cost to perform the repair.
- 3) General repair work will be on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Bidder's failure to properly perform preventive maintenance or repair services. In this case, such repairs shall be at no cost to NNPS.
- 4) All work performed must be guaranteed for a minimum of ninety days from the date of completion for parts/materials and labor.
- 5) Repairs necessitated by vandalism, accident, or obsolescence shall be resolved on a time and material basis.
- 6) The Bidder shall be responsible for the removal of all trash and dunnage from the school property related to repairs, new installations, and preventive maintenance services.

Emergency Repairs

- 1) The Bidder shall be on-site to perform emergency repairs within eight (8) hours of receiving the call.
- 2) All emergency repair work will be on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Bidder's failure to properly perform preventive maintenance or repair services. In this case, such repairs shall be at no cost to NNPS. All work performed must be guaranteed for a minimum of ninety days from the date of completion for parts/materials and labor.
- 3) The Bidder shall be responsible for the removal of all trash and dunnage from the school property related to repairs, new installations, and preventive maintenance services.

Work Hours

- 1) Normal work hours are from 7:45 a.m. to 4:30 p.m. Monday through Friday except holidays. General repairs and emergency repair services should be performed during normal hours.
 - a. Normal working hours during the summer are from 7:00 a.m. to 4:45 p.m. Monday through Thursday.
- 2) New installations may require the bidder to work after normal work hours. The need for work after normal hours will be part of the quote.
- 3) Prior to starting any general repair, and emergency repair services the Contractor shall have the service time approved by the Contractor Administrator and school/site.

Specific Installation Requirements

- 1) Furnish all labor, materials, and equipment necessary to install CCTV and AC systems equipment on an as-needed basis.
- 2) Verify requested location does not pose an asbestos risk and adheres to the asbestos considerations outlined in section 3.2.
- 3) Furnish and install all CCTV and AC system cabinets, enclosures, and devices as approved by NNPS.
- 4) Perform all work in accordance with acknowledged industry and professional standards and practices, and the procedures specified herein.
- 5) Maintain a competent supervisor and supporting technical personnel, acceptable to the Owner, during the entire installation.
- 6) Locate all apparatus requiring adjustments, cleaning, or similar attention so that it shall be accessible for such attention. Install equipment racks to permit full access for operation and service.
- 7) Obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction over the work. These permits or inspections shall be a part of the work of the Bidder performing the work.
- 8) The contractor shall not splice cables between terminations of specified equipment.
- 9) The contractor shall not pull wire or cable through any box fitting or enclosure where a change of raceway alignment or direction occurs. Do not bend conductors to less than recommended radius. Employ temporary guides, sheaves, rollers, and other necessary items to protect cables from excess tension, abrasion, or damaging ending during installation.
- 10) Form in a neat and orderly manner all conductors in enclosures and boxes, wire ways, and wiring troughs, providing circuit and conductor identification. Tie as required using "Ty-Raps," or equivalent, of appropriate size and type. Limit spacing between ties to 6" and provide circuit and conductor identification at least once in each enclosure.
- 11) Provide ample service loops at each termination so that plates, panels, and equipment for future service and inspection.
- 12) Conform to the requirements of all rules, regulations, and codes of local, state, and federal authorities having jurisdiction. Conform to the NEC and NECA Standards of Installation.
- 13) Installations shall be in accordance with the drawings, specifications, manufacturers' recommendations, and the following:
 - a. National Electrical Code Article 800.154
 - b. NEC Article 760
 - c. NFPA 72A
 - d. NFPA 72E
 - e. Local Codes and Authorities having jurisdiction
 - f. Americans with Disabilities Act 101-336
- 14) Coordinate with NNPS to ensure electrical power is within range of the equipment.
- 15) Coordinate the location of equipment with NNPS personnel. Mounted equipment should not be installed in close proximity to doorways or at such a low height, that risk of head injury or tampering by students might occur.
- 16) All materials installed above ceilings shall be Plenum-rated.
- 17) Conduit traversing a firewall, or in any other instance where devices transit a firewall, the Contractor must meet all codes and requirements for proper fire-stop materials and methods
- 18) Permanently identify each wire end using mechanically generated labels in two places, 12 inches apart starting at two inches from the sheath end. NNPS shall approve the labeling convention prior to any installation.
- 19) Penetrations of Building Surfaces
 - a. Above Grade Level or Non-Waterproof Areas
 - i. Seal each annular space between conduits or cable and building surfaces. Pack space with Oakum, other rope packing, or backer rod materials and cover with fire-resistant sealant or other protective materials.
 - ii. Provide sleeves for conduit and cable penetrations. Seal each space between conduit or cable and sleeve. Sealing shall be as specified in the above paragraph.
 - b. Waterproof Areas (Above and Below Grade):
 - i. In new and existing construction for penetrations through concrete below grade, groundwater level or in other waterproof areas, provide through-wall and floor seals having galvanized fittings, sealing assemblies, and sleeves.
 - ii. Bidder must provide proper sealing in existing construction when core bore drilled openings are below grade, below groundwater level, or in other waterproof required areas.

- c. Fire-resistant Areas:
 - i. Provide through-penetration fire stop systems for penetrations through fire-rated walls, floors, and other partitions of building construction as specified in the Fire Stopping section.
 - ii. In walls or partitions with 2-hour or fewer fire ratings, provide only metallic outlet or device boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements.

20) Installation of Network Cabling

- a. Outlet/connectors must comply with ANSI/TIA/EIA-568-B
- b. Unshielded Twist and Pair (UTP) outlet/connectors must be UL 1863 listed, non-keyed, 8 pin modular, constructed of high impact rated thermoplastic housing, and must be third-party verified and comply with ANSI/TIA/EIA-568-B.
- c. Each outlet/connector must be wired per T568B.
- d. All cables must fully conceal within ceilings, walls, columns, etc.
- e. All cables installed above ceiling must be properly suspended and supported within conduit, cable tray, "J" hooks, or functionally equivalent open-top support systems.
- f. Cables must be loosely bundled and follow hallways and common areas and be installed in keeping with ANSI/TIA/EIA-568-B, Commercial Building Standard for Telecommunications Pathways and Spaces.
- g. ANSI/TIA/EIA-568-B, Commercial Building Standard for Telecommunications Pathways and Spaces standards for spacing, routing, and cable sag must be followed and be compliant with all applicable building codes.
- h. Splices, kinks, twists, and defects of any nature are not acceptable by NNPS.
- i. Raceways, where used on block, must be mechanically fastened with three devices (top, middle, and bottom) that fully penetrate into the block cell or one inch to one and one-quarter inch deep if solid.
- j. All UTP cables shall be certified and include the following parameters for each pair of each cable installed:
 - i. Wire map (pin to pin connectivity)
 - ii. Length in feet
 - iii. Attenuation
 - iv. Near End Crosstalk (NEXT)
 - v. Far End Crosstalk (FEXT)
 - vi. ELFEXT
 - vii. Attenuation/Crosstalk Ratio (ACR)
 - viii. Return Loss
 - ix. Propagation Delay

21) Installation of Card and Door Access Systems

- a. The Bidder shall provide all equipment, materials, fixtures, controls, systems software, licenses, electrical wiring, connections, and labor to install video and/or audio intercom door systems.
- b. Bidder shall run Cat5e or Cat6 cabling to closet MDF or IDF.
- c. Bidder shall install an Axis Video Door Station and program all necessary SIP functions.
- d. Integrate the Axis Video Door station into Sipelia in the Genetec Unified Platform.

Asbestos Considerations

- 1. Bidder must possess and provide a Virginia Class A License, a record of Contractor's experience in providing comparable services, Asbestos Standard Operating Procedure for activities where asbestos block wall filler will be disturbed, and a statement of Contractor's acknowledgment that the products and services offered will be in accordance with the provisions of the contract. Contractor must have successfully completed Asbestos Awareness Training.
- 2. Bidder shall have an Asbestos Supervisor on staff
- 3. Bidder must refer to the most recent AHERA Inspection report prior to starting any project.
 - a. Copies of the report can be found in the school office or Plant Services
- 4. Bidder must have at least one employee who has successfully completed Asbestos Class II Operations Training through a certified Asbestos Trainer.
 - a. Personnel that have successfully completed Asbestos Class II Operations Training are the only ones authorized to disturb the Asbestos Matrix on the block walls with asbestos containing block filler.

II. SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Definitions:

1. Issuing Office:

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

Shaelee Bailey, VCA, VCO, VCARM Senior Procurement Specialist
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4533
Fax: (757) 591-4593
Email: shaelee.bailey@nn.k12.va.us

2. 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:

William Chambers, Technology Supervisor
12511 Warwick Blvd., Suite A
Newport News, VA 23606-3041
Phone: (757) 881-5461, ext. 12130
Fax: (757) 881-5433
Emails: William.chambers@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 RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Supervisor

C. Non-Mandatory Pre-Bid Conference:

A Non-Mandatory Pre-Bid will be conducted via **ZOOM on September 7, 2022** at 10:00 AM, Eastern Time to answer any questions regarding this IFB. Any bidder wishing to attend shall email Shaelee Bailey at Shaelee.Bailey@nn.k12.va.us one (1) day prior to the pre-bid conference. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the bid will be formally addressed by the Issuing Office via addenda.

D. Bidders of Record:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via www.eva.virginia.gov must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax numbers, and the IFB Item Number.

E. Questions:

Submit questions regarding this Invitation for Bids in writing or by telephone to the Issuing Office at shaelee.bailey@nn.k12.va.us no later than **10:00AM on September 7, 2022**. 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 web site or contacting the Issuing Office within 48 hours prior to bid deadline to secure any addenda affecting this IFB.

F. Changes or Modifications:

Changes or modifications to this Invitation for Bid made prior to the date and time of closing 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 submission shall be submitted to the Issuing Office and will include the following documents:
 - a. The cover page of this Invitation for Bid, which will contain:
 - (1) Total Bid Price;
 - (2) Original signature of an agent authorized to bind the company;

- (3) Requested contact information;
 - (4) Company FEI/TIN; and
 - (5) State Corporation Commission Identification Number
 - (6) Acknowledgment of any addenda on page one (1); and
 - (7) Registered Virginia Contractor No. and Class A;
 - (8) Attachment A, Parts Pricing Schedule
 - (9) Attachment B, Labor Cost/Price
 - b. Bid Pricing page: Attachment A and Attachment B
 - c. Completed and signed anti-collusion/nondiscrimination clauses on page 2;
 - d. New and unused flash drive containing Pricing Schedule A in Excel format compatible within a Microsoft operating environment.
2. Bidder shall submit one (1) copy of its Bid. At least one copy of the Bid shall contain the original signature of the contracting authority.
 3. Submit Bid in a sealed envelope or package. Clearly label the shipping/mailling packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. **Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 4. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying.

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.

H. IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 10:01 A.M. or later) shall not be considered and will be returned unopened to Bidder.

I. 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 price bid 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 price bid 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.”

J. 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.

K. 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.

THIS SECTION LEFT INTENTIONALLY BLANK

III. 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. 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.

C. Proprietary Information/Non-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:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked “PROPRIETARY”.
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. 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.
6. References to the proprietary information may be made within the body of the Bid; however, all information contained within the body of the Bid shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by a Bidder in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Bid is proprietary is unacceptable. A statement that Bidder’s costs and/or Bidder pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. 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 via issuance of a change order (purchase order).

E. 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.

F. 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.

G. 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 IFB #001-0-2023/SB

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.

H. 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.

I. Non-Assignment:

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

J. Antitrust:

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

K. Anti-collision/Nondiscrimination Requirements Form:

The attached "Anti-collision/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.

L. 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.

M. 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.

N. Non-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:

a. 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:

- a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
- b. 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.
- c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to nonresponsive performance of Successful Bidder.

O. 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. If 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.

P. 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.

Q. 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 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 NNPS's 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 RFP number and the NNPS Purchase Order Number.

Y. 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 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.

Z. Warranty/Guarantee:

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). Successful Bidder shall make any such replacement immediately upon receiving notice from NNPS.

AA. 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 Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

BB. 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.

CC. 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") by 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)591-4513

Kimberly Powell, Accounting Supervisor

Kimberly.Powell1@nn.k12.va.us

DD. 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.

EE. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection on www.eVA.virginia.gov, <http://sbo.nn.k12.va.us/index.html>, as well as in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

FF. Award:

The award of contracts shall be at the sole discretion of the 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, 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. Furthermore, 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 the 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.

GG. Disposition of Proposals:

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

HH. 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.

IV. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for two (2) years, commencing on or after the date of award.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for five (5) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

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, 23606-0130, 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

<u>limits: Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, Limit including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single
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. 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.

F. Using Entities/Regional /Cooperative Contracts

This solicitation was issued in accordance with Code of Virginia §2.2-4304 on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions. 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. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

G. 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

H. 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 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.

I. Data Security Clauses:

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own network.

2. Application Security. Vendor agrees at all times to provide, maintain and support its Software and subsequent updates, upgrades, and bug fixes such that the Software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project’s (OWASP) “Top Ten Project” -see <http://www.owasp.org>; or
- b) The CWE/SANS Top 25 Programming Errors -see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>; or
- c) Other generally recognized and comparable industry practices or standards.

3. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

4. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “6. Data Encryption”.

5. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.

6. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

7. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.

8. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.

9. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to:

- a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and;

c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

10. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools's data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor's premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

11. Industry Standards. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

Center for Internet Security -see <http://www.cisecurity.org>
Payment Card Industry/Data Security Standards (PCI/DSS) -see <http://www.pcisecuritystandards.org/>
National Institute for Standards and Technology -see <http://csrc.nist.gov>
Federal Information Security Management Act (FISMA) -see <http://csrc.nist.gov>
ISO/IEC 27000-series -see <http://www.iso27001security.com/>
Organization for the Advancement of Structured Information Standards (OASIS) -see <http://www.oasis-open.org/>

12. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which document verification of controls tested. Annual date determined to be thirty (30) days prior to the established contract renewal date.

Attachment A

Parts Pricing Schedule "A"

Part Number	Description	Unit Price
Trove2M2	Altronix Trove Medium Enclosure for Mercury panels	
RSB2	Rocker Power Switch	
AL1012ULXB	Power Supply/Charger - 12vdc@ 10 Amp	
AL1024ULXB2	10a Access Sa Fire P/S Board	
PDs8	Altrorux PD8 Power Distribution Module	
BL6	Battery Leads	
TM2	Mercury Door Plane	
SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB	
SY-40NKS-OO-	HID Signo 40 reader, Wall mount, 13.56mHz & 125kHz,	
ADV-RDR-P-2Y	Genetec™ Advantage for 1 Synergis™ Pro Reader - 2 years	
ADV-RDR-P-1M	Genetec™ Advantage for 1 Synergis™ Pro Reader-1 month	
SY-LP1502	Mercury Intelligent Controller, Linux Based, 8Iri/40ut/2Rd {Software	
NP1212	12v12amp battery	
Trovelm1	Mercury/LenelS2 Access & Power Integration Enclosure with Backplane	
SY-cloudlink	Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed	
AL600ULXB	6 AMP Powersupply Board Only	
ACMS8	2 Input 8 Output Access Power Control Board	
GB1	Genetec Cloudlink Bracket	
ADV-SIP-S-1M	Genetec™ Advantage for 1 Sipelia™	
ADV-SIP-A-1m	Genetec™ Advantage for 1 Sipelia™	
GSC-SIPelia-ISIP-ADV	Advanced Add-on for 1 Standard	
GSC-SIPelia-ISIP-SID	1 Standard Connection to an Intercom	
10MC25	Logic module , single function, time delay	
9600-630	Windstorm Rated Electric Strike Surface Mount	
5000c	Fail Safe/Fail Secure, Complete 12/24VDC Electric Strike, Satin Stainless	
0871-001	A8105-E Network Video Door Station	
01695-001	2N GXV3370 Grandstream Video Phone for Android, 7 in. Touchscreen,	
S65ULMKM 32D	Electric Strike, Multi-Faceplates, for 5/8 In. Projection Latches, 12-24	
0162X32D	Electric Strike, 3/4 In. Surface for Rim Devices, 12/24VDC, 12 to 24VAC,	
GSC-OM-E-1C	Enterprise Camera License	
ADV-CAM-E-1Y	Genetec Advantage for 1 omnicast camera 1 year	
ADV-CAM-E-2Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera - 2 years	
ADV-CAM-E-3Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera -3 years	
ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera -1 month	
01819-001	AXIS Q3819-PVE 14MP Outdoor 4-Sensor 180° Panoramic Network	
01048-001	Axis P3807-PVE Network Camera	
01500-001	Axis P3719-PlE 15 MP Multidirectional Camera	
01970-001	AXIS P3715-PLVE 2x2 MP Fixed Dome Network Camera with Dual	
01596-001	AXIS P3247-LVE AXIS 5 MP Outdoor-Ready Dome Network Camera,	
01592-001	AXIS P3245-LV	
5505-081	AXIS T94K01D Pendant Kit, Ceiling Mount For Network Camera	
5506-481	AXIST91E61 WALL MOUNT	

01593-001	Axis P3245-LVE Network Camera	
5505-871	AXIS T94Tom l'ENDANT :rgr	
5504-821	T91D61 WALL MOUNT	
01500-001	Axis P3719-Ple 15 MP Multidirectional Camera	
5017-641	Network Camera Corner Bracket	
02109-001	AXIS M3057-PLVE Mk II 6 MP Outdoor-ready Dome Network Camera	
01970-001	AXIS P3715-PLVE 2x2 MP Fixed Dome Network Camera with Dual	
5504-711	AXIS T94P01B Corner Bracket For Surveillance Camera	
5507-491	AXIS T91b52 Mounting Extension For Ceiling Mount	
01596-001	AXIS P3247-LVE AXIS 5 MP Outdoor-Ready Dome Network Camera,	
5507-641	AXIS T91H61 WALL MOUNT	
5505-871	AXIS T94T01D PENDANT KIT	
01819-001	AXIS Q3819-PVE 14MP Outdoor 4-Sensor 180° Panoramic Network	
01682-004	AXIS P5655-E 1080p 32x Optical Zoom PTZ Network Camera with	
5502-431	AXIS T94A01D Pendant Kit, Aluminum for Mounting 1.5 inch NPS	
5507-271	AXIS T91D62 Telescopic Parapet Mount	
MRJPOE	Ditek DTK-MRJPOE Power over Ethernet Surge Protector	
XND-6080V	Hanwha XND-6080V WiseNet 2MP Network Camera	
XNV-6080R	Hanwha XNV-6080R WiseNet 2MP Network Dome Camera	
PNM-7002	Wisenet Pnm-7002vd 2 Megapixel Network Camera - Dome	
SLA-2M2802D	Hanwha SLA-2M2802D 2MP Lens Module for PNM-7002VD	
SLA-2M2402D	2MP CMOS With A 2.4mm Fixed Focal Lens Fov: H: 135.4in. V: 71.2in.	
	Total	

For Items not specified above Offeror shall provide a set % off MSRP costing

<u>Manufacturer</u>	<u>% Off MSRP</u>
Genetec	
Axis	
Altronix	
Hanwha	
HID	

IFB CCTV, AC & Genetec Unified Term

Attachment B

Labor Pricing Schedule

All labor rates are all inclusive off all labor, material, resources, administrative cost, overhead, travel, etc.

Line Item	Description	Price
	<u>Labor</u>	<u>\$ Per Hour</u>
1	Cabling/Device Installation	
2	Programming equipment and bringing into Genetec	
3	Standard Repairs	
4	Emergency Repairs	
5	Training and/or troubleshooting	
	Average Price of Lines 1, 2, 3, 4, 5	Total=

Bid Total -Attachment "A" & Attachment "B" Totals

\$ _____

ATTACHMENT “C” – SCENARIO QUOTE

Camera-Genetec IFB Pricing for a Sample School

Responders are to provide a quote and a scope of work to install a turnkey camera and card access installation at the sample school. CAT6 network cabling shall be utilized for each item requiring network connectivity. The quote should be completed per the bid’s Scope of Work and include pricing based on the attachment of the parts. The quote should be broken into the following sections:

- Scope of Work
- Detailed parts and material cost
- Labor cost
- Total cost

Project Assumptions:

- NNPS will be responsible for providing the network patch panels and POE network switches in the MDF/IDF data racks
- Patch cables shall be provided by the Responder
- There are no extra licenses in Genetec so they will need to be quoted and installed
- Licenses shall be 1 year
- Genetec Security Desk is already installed on client workstations
- Door station will be set up in Sipelia, ring group created, and ring 5 end users in the office area by Responder
- Work will be completed after regular school hours
- No metal conduit work will be required
- Jobsite parking within proximity of the school
- Secure space will be provided in the gym for storage and staging
- Clear and easy access will be provided
- Responder will clean up daily
- All ceilings are 2’x4’ drop ceiling tiles

In this scenario, the following components are to be quoted. Responders shall include all the necessary mounting hardware, component installation, network installation, power supplies, controllers, Genetec Licensing, adding and configuring in Genetec, and anything else required for a turnkey installation. Please note if any of these model cameras are not available at the time of bidding quote the replacement model.

- Axis Interior 360° camera – P3727-PLE
- Axis Exterior 360° camera – P3719-PLE
- Axis Fixed Exterior camera – P3245-LVE
- Axis Fixed Interior camera – P3245-LV
- Axis Exterior 180° camera – P3715-PLVE
- Hanwha 2 x2MP dual lens camera – PNM-7002VD
- Axis Video Door Station – A8105E
- HID Signo 40 Reader – SY-40NKS-00-000000









LABOR COSTS (include amount of hours and rate(s) used) \$ _____

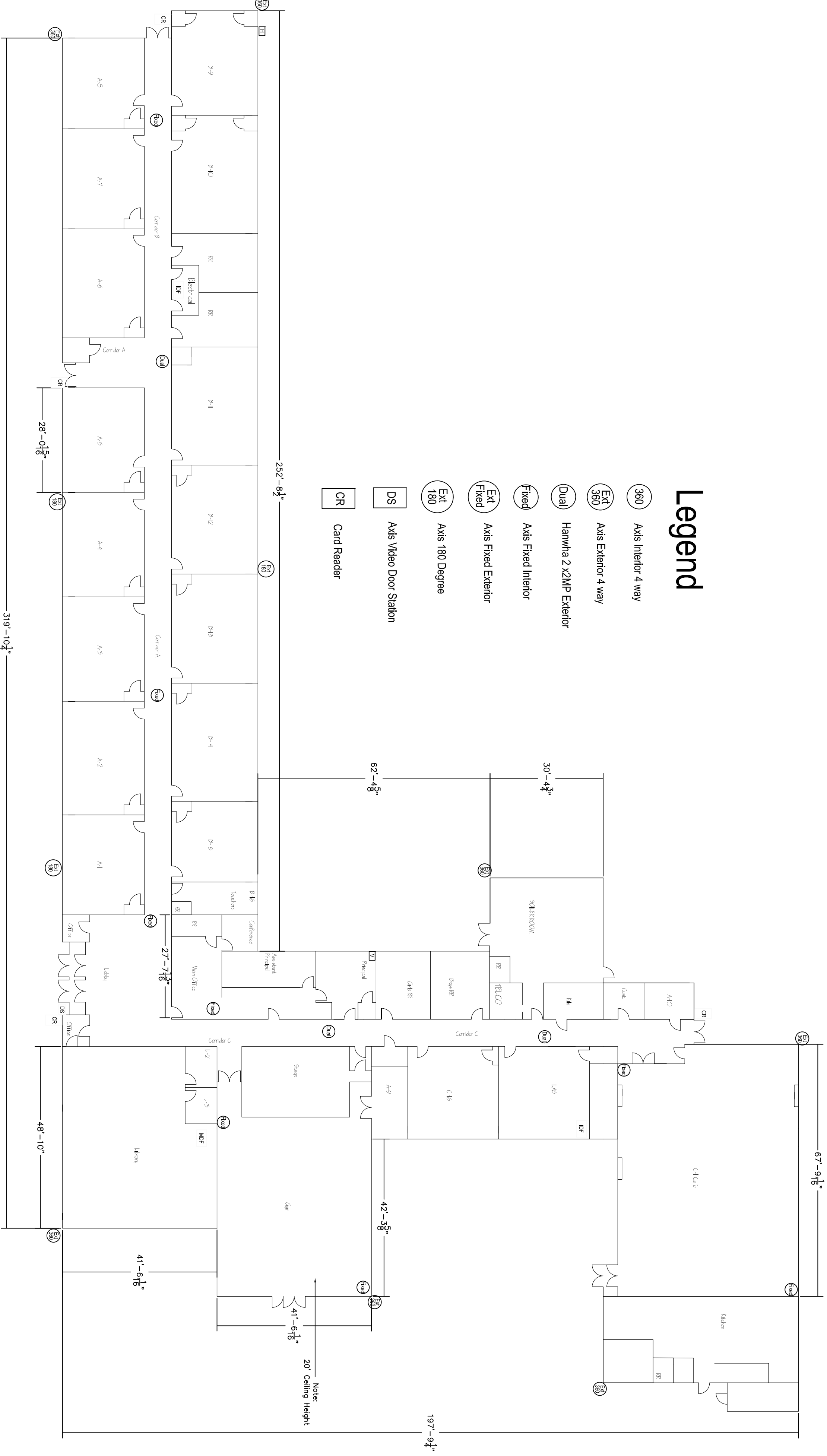
Prices are all inclusive off all labor, material, resources, administrative cost, overhead, travel, etc.

+DETAILED PARTS & MATERIALS COST \$ _____

= SCENARIO QUOTE TOTAL COST \$ _____

Legend

-  Axis Interior 4 way
-  Axis Exterior 4 way
-  Hanwha 2 x2MP Exterior
-  Axis Fixed Interior
-  Axis Fixed Exterior
-  Axis 180 Degree
-  Axis Video Door Station
-  Card Reader



Sample School



September 6, 2022

**Addendum #1
FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: IFB #001-0-2023SB – CCTV, AC & GENETEC UNIFIED TERM

1. The above referenced IFB is hereby amended and clarified as follows:

- SPECIAL INSTRUCTIONS TO THE BIDDER on Page 9
- C. Non-Mandatory Pre-Bid Conference (Correction to):

A Non-Mandatory Pre-Bid will be conducted via **ZOOM on September 8, 2022 at 10:00 AM**, Eastern Time to answer any questions regarding this IFB. Any bidder wishing to attend shall email Shaelee Bailey at shaelee.bailey@nn.k12.va.us one (1) day prior to the pre-bid conference. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the bid will be formally addressed by the Issuing Office via addenda.

- E. Questions (Modification to):

Submit questions regarding this Invitation for Bids in writing or by telephone to the Issuing Office at shaelee.bailey@nn.k12.va.us no later than 10:00AM on **September 15, 2022**. Necessary replies will be issued to all Bidders of record as an addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

2. All other provisions of the IFB shall remain unchanged.

Signature: _____

(Bidder)

Sincerely,

Shaelee Bailey,
Senior Procurement Specialist



September 19, 2022

Addendum #2

FOR IMMEDIATE ATTENTION

TO: ALL BIDDERS

RE: IFB #001-0-2023SB – CCTV, AC & GENETEC UNIFIED TERM

1. Responses to Bidders questions are as follows:

- Bidder did not see language in the RFP that indicates this is a Small Business set aside contract but noticed “SB” in the RFP naming. Is this contract a Small Business set aside? **No, the referenced solicitation is not a set-aside**
- Have the buildings been inspected for and or certified for Asbestos? And if so, does the schools have an asbestos survey on file? **NNPS has AHERA surveys for every school and they are updated every three (3) years. NNPS does keeps the AHERA surveys on file and keeps a copy in the office of every school building.**
- How many of your 1,600 security cameras require a lift, 20’ or >, for maintenance, service and/or replacement? **Approximately 200 interior and exterior cameras require a lift to safely access the cameras.**
- How many General Repair Service Requests were made to the current contract holder in 2021 for your 1,600 security cameras and Genetec system? **Approximately 10 camera issues with seven (7) requiring a lift. Approximately six (6) Genetec issues which required a certified Genetec tech onsite to troubleshoot and have the ability to engage Genetec support.**
- How many Emergency Repair Service Requests were made to the current contract holder in 2021 for your 1,600 security cameras and Genetec system? **Zero (0) for camera emergencies. Approximately five (5) Genetec emergencies which required a certified Genetec tech onsite to troubleshoot and have the ability to engage Genetec support. Most centered around Sipelia.**
- How many General Repair Service Requests were made to the current contract holder in 2021 for your 225 access control doors/entrances and Genetec system? **Approximately four (4)**
- How many Emergency Repair Service Requests were made to the current contract holder in 2021 for your 225 access control doors/entrances and Genetec system? **None**
- When will the new contract be awarded? **Anticipated award date will be October 2022**
- When will the new contract take effect? **Anticipated contract start date will follow**

anticipated award date in October 2022

- Does the requirement for Asbestos certification has to be a team member on staff for the prime, or if that can be a subcontracted team member in order to qualify with the bid requirements? **Yes, the Asbestos certification has to be held by a team member on staff.**
2. The above referenced IFB is hereby amended to add and clarified as follows:
- SCOPE OF WORK on Page 5
 - Specific Requirements (Modification to Add):
Bidder shall provide three (3) references for new camera installation projects with at least 50 camera views.
Bidder shall provide the size of the local office staff that would handle installations and Genetec configuration.
Bidder shall provide the number of certified Genetec technicians.
Bidder shall have a lift readily available to provide services within 24 hours.
3. All other provisions of the IFB shall remain unchanged.

Signature: _____
(Bidder)

Sincerely,

Shaelee Bailey,
Senior Procurement Specialist



September 28, 2022

**Addendum #3
FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: IFB #001-0-2023SB – CCTV, AC, & GENETEC UNIFIED TERM

1. **The due date has been extended to Monday, October 10, 2022 at 10:30 AM.**

2. Responses to Bidders questions are as follows:

- In reviewing pricing for IFB 001-0-2023SB on Attachment A Parts Pricing, there are some duplicated part numbers. Can we exclude the duplicated parts or should we enter the price for the unit twice? I see there is a total line cost for all of the material listed and if I exclude two or three lines it will reduce the total equipment line cost. How should we go about submitting our attachment A?

For any unavailable parts NNPS will accept alternate parts in lieu of discontinued and unavailable items.

NNPS has provided an updated pricing schedule to remove duplicated parts, please see attached revised Attachment A.

3. All other provisions of the IFB shall remain unchanged.

Signature: _____

(Bidder)

Sincerely,

Shaelee Bailey,
Senior Procurement Specialist

Attachment A

Parts Pricing Schedule "A"

Part Number	Description	Unit Price
Trove2M2	Altronix Trove Medium Enclosure for Mercury panels	
RSB2	Rocker Power Switch	
AL1012ULXB	Power Supply/Charger - 12vdc@ 10 Amp	
AL1024ULXB2	10a Access Sa Fire P/S Board	
PDs8	Altrorux PD8 Power Distribution Module	
BL6	Battery Leads	
TM2	Mercury Door Plane	
SY-MR52-S3	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB	
SY-40NKS-OO-	HID Signo 40 reader, Wall mount, 13.56mHz & 125kHz,	
ADV-RDR-P-2Y	Genetec™ Advantage for 1 Synergis™ Pro Reader - 2 years	
ADV-RDR-P-1M	Genetec™ Advantage for 1 Synergis™ Pro Reader-1 month	
SY-LP1502	Mercury Intelligent Controller, Linux Based, 8Iri/40ut/2Rd {Software	
NP1212	12v12amp battery	
Trovelm1	Mercury/LenelS2 Access & Power Integration Enclosure with Backplane	
SY-cloudlink	Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed	
AL600ULXB	6 AMP Powersupply Board Only	
ACMS8	2 Input 8 Output Access Power Control Board	
GB1	Genetec Cloudlink Bracket	
ADV-SIP-S-1M	Genetec™ Advantage for 1 Sipelia™	
ADV-SIP-A-1m	Genetec™ Advantage for 1 Sipelia™	
GSC-SIPelia-ISIP-ADV	Advanced Add-on for 1 Standard	
GSC-SIPelia-ISIP-SID	1 Standard Connection to an Intercom	
10MC25	Logic module , single function, time delay	
9600-630	Windstorm Rated Electric Strike Surface Mount	
5000c	Fail Safe/Fail Secure, Complete 12/24VDC Electric Strike, Satin Stainless	
0871-001	A8105-E Network Video Door Station	
01695-001	2N GXV3370 Grandstream Video Phone for Android, 7 in. Touchscreen,	
S65ULMKM 32D	Electric Strike, Multi-Faceplates, for 5/8 In. Projection Latches, 12-24	
0162X32D	Electric Strike, 3/4 In. Surface for Rim Devices, 12/24VDC, 12 to 24VAC,	
GSC-OM-E-1C	Enterprise Camera License	
ADV-CAM-E-1Y	Genetec Advantage for 1 omnicast camera 1 year	
ADV-CAM-E-2Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera - 2 years	
ADV-CAM-E-3Y	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera -3 years	
ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera -1 month	
01819-001	AXIS Q3819-PVE 14MP Outdoor 4-Sensor 180° Panoramic Network	
01048-001	Axis P3807-PVE Network Camera	
01500-001	Axis P3719-PlE 15 MP Multidirectional Camera	
01970-001	AXIS P3715-PLVE 2x2 MP Fixed Dome Network Camera with Dual	
01596-001	AXIS P3247-LVE AXIS 5 MP Outdoor-Ready Dome Network Camera,	
01592-001	AXIS P3245-LV	
5505-081	AXIS T94K01D Pendant Kit, Ceiling Mount For Network Camera	
5506-481	AXIST91E61 WALL MOUNT	

01593-001	Axis P3245-LVE Network Camera	
5505-871	AXIS T94T01D PENDANT KIT	
5504-821	T91D61 WALL MOUNT	
01500-001	Axis P3719-Plc 15 MP Multidirectional Camera	
5017-641	Network Camera Corner Bracket	
02109-001	AXIS M3057-PLVE Mk II 6 MP Outdoor-ready Dome Network Camera	
01970-001	AXIS P3715-PLVE 2x2 MP Fixed Dome Network Camera with Dual	
5504-711	AXIS T94P01B Corner Bracket For Surveillance Camera	
5507-491	AXIS T91b52 Mounting Extension For Ceiling Mount	
01596-001	AXIS P3247-LVE AXIS 5 MP Outdoor-Ready Dome Network Camera,	
5507-641	AXIS T91H61 WALL MOUNT	
5505-871	AXIS T94T01D PENDANT KIT	
01819-001	AXIS Q3819-PVE 14MP Outdoor 4-Sensor 180° Panoramic Network	
01682-004	AXIS P5655-E 1080p 32x Optical Zoom PTZ Network Camera with	
5502-431	AXIS T94A01D Pendant Kit, Aluminum for Mounting 1.5 inch NPS	
5507-271	AXIS T91D62 Telescopic Parapet Mount	
MRJPOE	Ditek DTK-MRJPOE Power over Ethernet Surge Protector	
XND-6080V	Hanwha XND-6080V WiseNet 2MP Network Camera	
XNV-6080R	Hanwha XNV-6080R WiseNet 2MP Network Dome Camera	
PNM-7002	Wisenet Pnm-7002vd 2 Megapixel Network Camera - Dome	
SLA-2M2802D	Hanwha SLA-2M2802D 2MP Lens Module for PNM-7002VD	
SLA-2M2402D	2MP CMOS With A 2.4mm Fixed Focal Lens Fov: H: 135.4in. V: 71.2in.	
	Total	

For Items not specified above Offeror shall provide a set % off MSRP costing

<u>Manufacturer</u>	<u>% Off MSRP</u>
Genetec	
Axis	
Altronix	
Hanwha	
HID	

IFB CCTV, AC & Genetec Unified Term

Attachment B

Labor Pricing Schedule

All labor rates are all inclusive off all labor, material, resources, administrative cost, overhead, travel, etc.

Line Item	Description	Price
	<u>Labor</u>	<u>\$ Per Hour</u>
1	Cabling/Device Installation	
2	Programming equipment and bringing into Genetec	
3	Standard Repairs	
4	Emergency Repairs	
5	Training and/or troubleshooting	
	Average Price of Lines 1, 2, 3, 4, 5	Total=

Bid Total -Attachment "A" & Attachment "B" Totals

\$ _____