

PURCHASING DEPARTMENT

Newport News Public Schools

757-591-4525/FAX 757-591-4634

12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

May 3, 2017

**NOTICE OF INTENT TO AWARD  
RFP #015-0-2017/TRD-H**

To All Offerors:

Please be advised that NNPS has completed its evaluation of proposals for Cell Phone and Wireless/Internet Services Request for Proposal (RFP) #015-0-2017/TRD-H. Based on the evaluation factors in the RFP, **Verizon** is determined to have provided the best proposal for **Cell Phone and Wireless/Internet Services**. Accordingly, it is the intention of NNPS to award the contract to Verizon, effective July 1, 2017.

Should you have any questions, please feel free to contact me at (757) 591-4560 or [tracey.delkhart@nn.k12.va.us](mailto:tracey.delkhart@nn.k12.va.us).

Sincerely,

Tracey R. Delk-Hart, VCO  
Buyer  
Newport News Public Schools

MAY 03 2017 10:55 AM



# REQUEST FOR PROPOSALS

**Newport News Public Schools**  
ISSUING OFFICE:

**DATE: January 19, 2017**

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

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

<b>RFP ITEM NO.</b> RFP-015-0-2017/TRD-H
<b>PROCUREMENT OFFICER</b>  Tracey R. Delk-Hart VCO
<b>CLOSING DATE</b>  February 28, 2017
<b>CLOSING TIME</b>  2:00 P.M.
<b>PREPROPOSAL CONFERENCE</b>  DATE: N/A TIME:

**SEALED PROPOSALS** will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

**COMMODITY: Telephone Services – Cellular      NIGP CODE: 915-75**

PLEASE FILL IN OFFEROR'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 AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

**NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

DESCRIPTION OF GOODS/SERVICES

**CELL PHONE AND WIRELESS / INTERNET SERVICES PROGRAM**

**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 FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

<b>Authorized Agent:</b>	_____	_____
	Signature	Type or Print Name
_____	_____	_____
Email Address	Telephone Number	Fax Number
		Company FEI/FIN#

ENCLOSURES

**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 SUCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:**

- 1. During the performance of this contract, the successful bidder/offeror agrees as follows:
  - a. Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. Successful bidder/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:**

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

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

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

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

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

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

BACKGROUND AND PURPOSE ..... 5

SCOPE OF WORK ..... 6

SPECIAL INSTRUCTIONS TO THE OFFEROR ..... 8

    A. Definitions: ..... 8

    B. Contact with NNPS Staff, Representatives, and/or Agents: ..... 9

    C. Offerors of Record: ..... 10

    D. Questions: ..... 10

    E. Changes or Modifications: ..... 10

    F. RFP Closing: ..... 10

    G. Proposal Submittal Requirements: ..... 10

    H. Evaluation of Proposals: ..... 11

    I. Presentation/Demonstration: ..... 11

    J. Preparation of Proposals: ..... 11

    K. Cost of Responding: ..... 13

GENERAL TERMS AND CONDITIONS ..... 13

    A. Contract Document: ..... 13

    B. Proposal Binding For One-hundred Twenty (120) Days: ..... 13

    C. Proprietary Information/Non-Disclosure: ..... 13

    D. Contract Modification(s): ..... 14

    E. Offeror Obligation: ..... 14

    F. Conditions of Work: ..... 14

    G. Prime Contractor: ..... 14

    H. Subcontractors: ..... 14

    I. Non-Assignment: ..... 14

    J. Antitrust: ..... 14

    K. Anticollusion/Nondiscrimination Requirements Form: ..... 14

    L. Compliance with Federal, State, and Local Laws and Federal Immigration Law: ..... 15

    M. Hold Harmless/Indemnification: ..... 15

    N. Notices: ..... 15

    O. Non-Performance: ..... 15

    P. Termination Without Cause: ..... 16

    Q. Termination With Cause/Breach: ..... 16

    R. Breach of Contract: ..... 16

    S. Applicable Law: ..... 16

    T. Compliance With All Laws: ..... 16

    U. Venue: ..... 16

    V. Severability: ..... 17

    W. Non-Appropriation of Funds: ..... 17

    X. Tax Exemption: ..... 17

    Y. Vendor’s Invoices: ..... 17

    Z. Contractual Disputes: ..... 17

        AA. Warranty/Guarantee: ..... 17

        BB. Payment Terms: ..... 17

        CC. Prompt Payment: ..... 18

        DD. Audits: ..... 18

        EE. Notice of Award: ..... 19

        FF. Award: ..... 19

        GG. Disposition of Proposals: ..... 19

        HH. Exclusivity: ..... 19

SPECIAL TERMS AND CONDITIONS ..... 19

    A. Contract Term: ..... 19

    B. Contract Extension: ..... 19

    C. Time is of the Essence: ..... 19

    D. Insurance: ..... 19

    E. Unauthorized Disclosure of Information: ..... 20

    F. Copyright/Patent Indemnity: ..... 20

G. Using Entities/Regional Contracts ..... 20

**BACKGROUND AND PURPOSE**

**Newport News, Virginia**

Newport News is the fourth largest city in the Norfolk-Virginia Beach-Newport News Metropolitan/consolidated Statistical Area (MSA)--Hampton Roads . It is the fifth largest city in Virginia with a 2000 population estimated at 180,150. Newport News has been growing at an annual rate of 0.5% since 1990. The City is 22 miles long and 4 miles wide and encompasses a total area of 69.2 square miles. The 2014-2015 City budget totals \$810,882,256.

**Newport News Public Schools**

Based on the Commonwealth of Virginia Department of Education’s (DOE) 2009-2010 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 30,869 students. NNPS is an urban school system educating children in 4 early childhood centers, 26 elementary schools, 10 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS and its locations may be accessed via NNPS’ official web site at <http://sbo.nn.k12.va.us/schools>.

NNPS also employs approximately 5,000 associates, to include full and part-time employees. NNPS currently uses Verizon Wireless as its Cell Phone Wireless Program Contractor and administrator. On average, NNPS has approximately 76,000 pooled minutes per month, for employees authorized to use a cellular phone in the operation of their daily work-related functions. An estimated 87% of all minutes used on a monthly basis are categorized as “day-time” minutes. To date, NNPS has approximately (225) active cellular telephone numbers in use within the school division. NNPS has approximately 186 regular phones, only 8 with texting packages, 48 SmartPhones with unlimited texting and internet access, 6 iPads with data and 8 USB broadband modems for computers. Data usage via the internet averages 9000 MB per month. The purpose of this solicitation is to enter into an agreement with a responsible, capable, telecommunications company to provide NNPS with, at a minimum - excellent coverage areas for “up-to-date”, reliable, wireless and high speed internet services, cell phone equipment as accessories, internet devices, messaging capability, and online services and support for work-related use by NNPS employees. The Successful Offeror will also be responsible for administration of the NNPS Wireless Program (NWP) for the duration of the contract period, to include assistance to NNPS with the Universal Service Administrative Company (USAC)’s Erate Program for Schools and Libraries. Since NNPS currently uses a cell phone wireless provider with its current NWA, each offeror must provide with its proposal a transition plan that provides the least, if any, interruption in cell phone/wireless usage and / or services to NNPS employees.

**Pricing**

Pricing is requested for **both analog and digital cellular services**. Price proposals and plan pricing should be based on the estimated minutes provided above and submitted in a format similar to that illustrated in the table, below. Pricing is to remain firm, except for pricing decreases, for the term of the contract and any subsequent renewals. NNPS shall receive the benefit of any price decreases as soon as possible.

Description of Service	Component of Cost (such as basic rate plan and included features, additional features, hardware)	Monthly Cost	Per Minute Costs (included minutes and minutes outside of plan)	Discount	Final Monthly Cost
Analog	Basic Rate Plan				
	Features				
	Hardware				
Digital	Basic Rate Plan				
	Features				
	Hardware				

SmartPhones	Basic Rate Plan				
	Features				
	Hardware				

The prices offered and accepted will be Firm-Fixed prices for the duration of the Contract Term, and any renewal option periods exercised, unless increases by the contractor for the renewal periods are justified, in accordance with the terms of this contract and the laws governing the industry related to these services / products.

**SCOPE OF WORK**

**Specific Requirements**

The Successful Offeror also referred to as “Contractor” shall provide cell phone, wireless, internet, and messaging services, as well as associated equipment to NNPS for business purposes and assume the responsibility for administration of the NWP for the duration of the contract period. Contractor shall also work with the NNPS Contract Administrator to source future requirements necessary for the maintenance or upgrade of NNPS wireless services and products under this contract. Contractor shall provide support for analog and digital services, service coverage for the areas specified in this contract, equipment, all available features for the services under this contract, inventory/asset management of equipment, flexible plan options, and availability of plan options offered by contractor in the future, during the term of this contract. Contractor shall provide the ability to upgrade equipment after a user’s service period approaches expiration. Contractor shall provide each NNPS cell phone wireless user a kit that includes a phone / charger equipment and service manual for the equipment / service provided to that user. Further, under the recently enacted Federal legislation, all existing cell phone numbers currently used by phone-holders shall be transferred to all new equipment at no additional cost to NNPS. NNPS expects to be able to pool its minutes from all of its users in an effort allow those minutes from low-range users to be accessible to the heavier mobile users without any additional cost to NNPS until all of its pools minutes are exhausted. The Contractor shall provide NNPS with cell phone devices that can take advantage of the 4G high speed cellular networks, as they become available in the Hampton Roads area, and that will also interface with the divisions e-mail, contact, and calendaring system. NNPS currently uses Exchange 2013 server to allow NNPS employees access to these systems.

A priority service agreement for emergency phone reservation or to reserve a phone for emergency use and a guarantee for cellular trunking priority are requested to be a part of the Contractor’s offerings under the NWP. Contractor shall provide a broad range of airtime allowance plans that can provide different volumes of airtime minutes to accommodate the various needs in NNPS, including the capability to have pools of airtime for the division as a whole.

Contractor shall immediately notify NNPS of any breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code §18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by NNPS to Contractor. Contractor shall provide NNPS the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

NNPS shall have the right to review Contractor’s information security program prior to the commencement of licensed services and from time to time during the term of the contract. During the performance of the licensed services, on an ongoing basis from time to time, NNPS, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor’s information security program. In lieu of an on-site audit, upon request by NNPS, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by NNPS regarding Contractor’s information security program. Contractor shall implement any reasonably required safeguards as identified by any program audit.

All electronic and information technology (EIT) procured through this RFP must meet the applicable accessibility standards of 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at the following URL: <http://www.section508.gov> The following Section 508 technical standards are applicable to this RFP, as a minimum: " Software Applications and Operating Systems (1194.21)" Web-based Intranet and Internet

Information and Applications (1194.22) " Video or Multimedia Products (1194.24) C.4 Applicants must state their level of compliance to applicable sections to be considered for purchase under this RFP.

Contractor shall be an eligible telecommunications provider with USAC and currently participate or be proficient in its participation in the USAC Erate Program.

#### Support for analog and digital services

1. Contractor shall provide customer service and technical support to NNPS cell phone wireless users. The customer service and technical support shall provide, at a minimum:
  - a. Explanation on how to use any phone / handset the contractor offers;
  - b. Explanation on the various features of the wireless service, including which handsets accommodate certain features, which plans offer which features, and how to program and access voicemail;
  - c. Explanation on any of the contractor's policies that apply to this contract;
  - d. Explanation of how per minute charges are calculated;
  - e. Assistance with changing features and or plans on any NNPS phone line;
  - f. Recommendations on cost saving measures for NNPS, based NNPS on usage trends;
  - g. Provide assistance with all any/data transfers between cellular devices i.e. an upgraded phone, replacement phone, etc.
  - h. Assist with making purchases; and
  - i. Providing equipment troubleshooting and repair assistance on cell phone, wireless, and / or internet connectivity and equipment.
  - j. NNPS cellular users shall also be able to visit any of the contractor's storefront business for direct person to person support with no additional charges against the account.
2. Contractor shall provide a single, Account Manager as the point of contact to the NNPS account.

#### Coverage Areas

1. Contractor shall provide calling plans that provide uninterrupted service coverage for the following areas without the need for roaming or roaming-related services:
  - a. All of the areas in Hampton Roads and on the Peninsula in Virginia (i.e. Newport News, Hampton, Williamsburg, James City County, York County, Gloucester, Suffolk, Norfolk, Portsmouth, Chesapeake, and Virginia Beach).
  - b. All of the major cities in Virginia, including Hampton Roads, Peninsula, Richmond and Northern, Virginia.
  - c. All of the major cities / areas in the United States, to include Virginia and Washington, D.C.
2. Contractor shall provide service plans that provide a high level of voice, internet, and service quality and continue to operate while being used in metal structure buildings and in major tunnels.

#### Phones / Equipment

1. Contractor shall offer flexible service plans that include a variety of phone models and associated accessories with the ability to use digital, PCS, CDMA, Analog, or multimode technologies.
2. Contractor shall offer NNPS accessories, such as car chargers (adaptors), in-door chargers, hands-free products, and hearing aid compatible products.
3. Contractor shall offer an equipment return and exchange program for the NWP, as well as a Customer Satisfaction Guarantee program to NNPS under this contract.
4. Contractor shall offer equipment that allows NNPS users to access the internet from their cell phone, through a modem, or other mobile broadband-type of device through Contractor's network/services.
5. Contractor shall supply Section 508 compliant products and services and must provide Section 508 compliance audit or test results that document the testing methodology utilized to determine the product or solution's compliance, the results of the accessibility audit and whether the tests or audits are performed by the Contractor or a third party auditor and if applicable, identify the third party.



## Plan and Service Features

Contractor shall offer NNPS, at a minimum, the following features in all service plans:

1. Call Waiting – allows user to receive incoming calls while on the phone.
2. Call Forwarding – enables user to forward calls to another number.
3. Three-way calling – allows user to include a third party to a conversation in progress.
4. Voice Mail – answers calls when user is unavailable and alerts user when he / she has a message.
5. Caller ID – displays the phone number of incoming calls before you answer the phone and stores up to twenty (20) numbers
6. Call history – stores, at least, the telephone number of the incoming and outgoing calls received and made over a period of time to user.
7. Call Vibration – a mode that allows the user to silence the ringing of the telephone, but alerted of an incoming call by a vibrating sensation from the phone.
8. Hands-free capability – allows users to talk on the phone without holding the handset.
9. A flexible, high speed internet/data plan or a pay-per usage plan, as options.
10. Ability to connect a cell phone to a computer, via USB, in order to access the Contractor's wireless services / internet network
11. A Global Positioning System (GPS) as an optional service on the cell phone devices.

## Consolidated Billing

1. The Contractor shall provide a single monthly statement, transmitted to NNPS electronically, that consolidates various billing formats and information that NNPS currently uses or needs.
2. Contractor shall provide NNPS with access to a secure website that will allow only authorized NNPS officials' access to account information, via the internet.
3. This website shall be available 24/7 and provide a host of applications that support the NWP and saves time on program activities can also be performed by a live Customer Service or technical support Agent;
  - a. Place and view the status of orders, including shipping information and order summary;
  - b. Analyze and pay invoices online through the NNPS Tyler Munis Enterprise Resource Planning (ERP) system.
  - c. Create, view and update trouble tickets for repairs of equipment and / or services.
  - d. Provide data on each phone line in the NWP, to include the line's minute, data, and messaging usage; date service on line began and when it is eligible for a phone upgrade; the name and cell phone number of each user in the program; and any other activity or usage associated with each service line.

## Asset Management

Contractor shall maintain an electronic inventory of all the equipment provided to NNPS under this contract. Contractor shall also coordinate its reporting, auditing, and quality assurance of data and voice inventories, asset management, and work order systems with NNPS. This information will be available to NNPS at any time during the period of this contract, upon request by the Contracting Officer.

## **SPECIAL INSTRUCTIONS TO THE OFFEROR**

### **A. Definitions:**

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Tracey R. Delk-Hart, Buyer

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4560

Fax: (757) 591-4634

Email: Tracey.delkhart@nn.k12.va.us

NNPS Contract Administrator:

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

William Chambers, Technology Supervisor

12511 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 881-5461, ext. 12130

Fax: (757) 881-5433

Email: [william.chamber@nn.k12.va.us](mailto:william.chamber@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 Agent.

**C. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office, must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number.

**D. Questions:**

Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office at (757) 591-4634 no later than **12:00 Noon, EST February 10, 2017**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking eVA, Virginia Procurement Portal web or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

**E. Changes or Modifications:**

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

**F. RFP Closing:**

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

**G. Proposal Submittal Requirements:**

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this Request for Proposal, which will contain:
    - 1) Original signature of an agent authorized to bind the company;
    - 2) Requested contact information;
    - 3) Company FEI/TIN number; and,
    - 4) Acknowledgment of any addenda on page one (1);
  - b. Pricing Schedule
  - c. Proposed Transition Plan and Implementation Schedule
  - d. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
  - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the Request for Proposal's item number, RFP number, date and time of the RFP closing, and the Offeror's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
  - b. Submit the original and four (4) copies of the proposal.
  - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
  - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
  - e. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
  - f. Proposals are to be organized in the following tabs:
    - Tab 1 – Executive Summary
    - Tab 2 – Customer Service and Technical Support, to include billing program and online account access, features, and available services.

- Tab 3 – Capabilities and Skills, to include Coverage Area, size of Contractor’s wireless / internet network and modes of accessibility, associated equipment and service plans.
- Tab 4 – Transition Plan and Implementation Schedule
- Tab 5 – Cost and Price Schedule
- Tab 6 - Exceptions
- Tab 7 – Proposed alternatives to NNPS requirements

**H. Evaluation of Proposals:**

1. After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors’ responses to the information requested in this RFP.
2. The following criteria, established in accordance with the Schools and Libraries Program of the Universal Service (USAC) guidelines where price of the eligible products and services must be the primary factor, will be used in the evaluation process:
  - a. Offeror's **experience and past history** in providing the services requested; 20%
  - b. Offeror's **capability and skills** to perform the services required; 20%
  - c. **Services to be provided** to by the Offeror; 20%
  - d. **Transition Plan and Implementation Schedule**; 20%
  - e. **Pricing**. 20%
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, NNPS will select the Offeror who, in NNPS’s opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

**I. Presentation/Demonstration:**

If in NNPS’s opinion, vendor presentations or demonstrations of the Offeror’s proposed system’s features and capabilities are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at an NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror’s expense.

**J. Preparation of Proposals:**

In presenting their proposals, Offerors are encouraged to be thorough in addressing the *Specific Requirements*, the *Preparation Guidelines*, and the *Proposal Submittal Requirements* as outlined in this RFP.

To facilitate the NNPS’s evaluation of Offeror’s proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. Experience - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
  - a. Offeror’s established experience record in providing comparable services to organizations similar to NNPS.
  - b. Number and types of customers the Offeror has served with comparable services.
  - c. Number of years Offeror has been providing these types of services.
  - d. A **minimum** of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS’s. For each reference, detail:

- Name of firm;
  - Address of firm;
  - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
  - Number of years Offeror has served the firm; and
  - Brief summary of scope of services provided.
- e. Information detailing projects of similar scope Offeror is currently engaged in, including:
- Name of firm;
  - Address of firm;
  - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
  - Number of years Offeror has served the firm; and
  - Brief summary of scope of services being provided.
- f. Other available documentation to verify Offeror's experience.
- g. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
  - b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
  - c. Size and location of the office that will serve the NNPS;
  - d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
  - e. Qualifications and resumes of the Account management team and other employees who will be managing and performing the services under this contract.
  - f. Equipment and services to be provided with offeror's cell phone wireless / internet program, to include messaging and available associated service / data plans.
  - g. Offeror's calling plans that provide uninterrupted service coverage and the coverage areas available to NNPS without the need for roaming or roaming-related services.
  - h. Size of Offeror's wireless / internet network and the various modes of accessibility to these networks, to include any necessary and / or additional equipment.
  - i. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
    - Contact for prompt contract administration upon award of the contract;
    - Contact during the period of evaluation;
    - Authorized agent to accept any notices provided for in this contract.
  - j. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
  - k. A detailed history of all mergers or acquisitions.
  - l. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
  - m. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.
  - n. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.
3. Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
  - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.

- c. **EACH** of the *Specific Requirements* set forth under the *Scope of Work* specified in this RFP.
  - d. A detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
  - e. Customer Service and Technical Support, to include billing program.
  - f. Offeror's online account access for NNPS, to include features, and available services.
  - g. Transition Plan and Implementation Schedule.
  - h. A statement explaining why the Offeror's proposed solution would be the most advantageous to the NNPS.
  - i. Describe the one attribute that places the Offeror ahead of the competition.
4. Price
- a. Complete and submit with the proposal the Pricing Schedule that includes all offered plans, equipment, services, and accessories.
  - b. Offeror's prices will be subject to negotiations.
  - c. After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.
5. Exceptions/Alternatives - Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

**K. Cost of Responding:**

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

**GENERAL TERMS AND CONDITIONS**

**A. Contract Document:**

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and 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. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and

Offeror's proposal

**B. Proposal Binding For One-hundred Twenty (120) Days:**

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

**C. Proprietary Information/Non-Disclosure:**

Offeror 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 Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror 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 Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror 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 Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror 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. Offeror Obligation:**

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

**F. Conditions of Work:**

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror 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 Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror 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.
3. 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.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

**H. Subcontractors:**

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

**I. Non-Assignment:**

Successful Offeror 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. Anticollusion/Nondiscrimination Requirements Form:**

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

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

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

**M. Hold Harmless/Indemnification:**

It is understood and agreed that Successful Offeror 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 Offeror, 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 Offeror 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 Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

**N. Notices:**

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

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**O. Non-Performance:**

1. 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 Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror 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.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror'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 Offeror and/or rejections of Successful Offeror'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 non-responsive performance of Successful Offeror.



**P. Termination Without Cause:**

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror 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 Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

**Q. Termination With Cause/Breach:**

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

**R. Breach of Contract:**

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

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 Offeror 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 Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

**S. Applicable Law:**

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

**T. Compliance With All Laws:**

Successful Offeror 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 Offeror 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 Offeror is a corporation, Successful Offeror 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 Offeror.

**U. Venue:**

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

**V. Severability:**

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

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

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

**X. Tax Exemption:**

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

**Y. Vendor's Invoices:**

Successful Offeror 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 Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror'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.

**Z. Contractual Disputes:**

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

**AA. Warranty/Guarantee:**

Successful Offeror 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 Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror'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 Offeror 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 Offeror shall make any such replacement immediately upon receiving notice from NNPS.

**BB. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror'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 Offeror'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 Offeror 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 Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

#### Special Educational or Promotional Discounts

Successful Offeror 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.

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

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

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

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

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

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

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

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

#### **DD. 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 Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror 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 Offeror'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 in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

**FF. Award:**

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

**GG. Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal 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. Exclusivity:**

Any contract resulting from this RFP shall be exclusive with the following exceptions:

NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:

Contractor is unable to provide goods or required services within the required delivery time.

Contract is unable to provide the required quantities of goods requested.

NNPS volume demands exceed original intent of the contract.

**SPECIAL TERMS AND CONDITIONS**

**A. Contract Term:**

This contract term shall be for two (2) years, commencing on July 1, 2017 and expiring June 30, 2019.

**B. Contract Extension:**

This contract may be extended upon mutual agreement of both parties for three (3) 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 Offeror 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 Offeror and may sustain substantial losses by reason of untimely performance.

**D. Insurance:**

Successful Offeror shall submit to the NNPS Contract Administrator Certificates of Insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract.

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

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 RFP.

Insurance shall be maintained during the entire term of the contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$5,000,000

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

**E. Unauthorized Disclosure of Information:**

Successful Offeror 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 Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror 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 Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror'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 Offeror, 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 Offeror 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. Copyright/Patent Indemnity:**

Successful Offeror 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 Offeror 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.

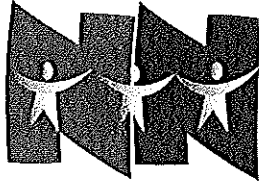
**G. Using Entities/Regional Contracts**

The following entities are hereby named as potential participants in this solicitation:

- City and Public Schools of Virginia Beach, VA
- City and Public Schools of Chesapeake, VA
- City and Public Schools of Norfolk, VA
- City and Public Schools of Portsmouth, VA
- City and Public Schools of Suffolk, VA
- City and Public Schools of Hampton, VA
- City of Newport News, VA
- County and Public Schools of York County, VA

City and Public Schools of Gloucester, VA  
City and Public Schools of Poquoson, VA  
City and Public Schools of James City County and Williamsburg, VA

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 Offeror or Offerors, 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.



February 1, 2017

**Addendum # 1**

TO: ALL PROSPECTIVE OFFERORS

RE: RFP 015-0-2017/TRD-H Cell Phone and Wireless/Internet Services

The above referenced RFP is hereby clarified as follows:

- 1) Newport News Public School currently rides the Fairfax County Public School Contract Vehicle, are you comfortable continuing to ride the contract vehicle as it pertains to the RFP? (Participating Addendum attached)

**ANSWER: NNPS does not currently ride FCPS contract.**

- 2) How many smart phones lines will you require?

**ANSWER: Currently we have 51 – We need to have the ability to add lines regularly as needed based on changing needs.**

- 3) How many voice only lines will you require?

**ANSWER: Currently we have 132 – We need to have the ability to add lines regularly as needed based on changing needs.**

- 4) How many voice minutes will you require per line?

**ANSWER: 400.**

- 5) Do you want your voice minutes to be pooled among your users?

**ANSWER: Yes.**

- 6) How much data will you require per line?

**ANSWER: Unlimited.**

- 7) How many text messages do you require per line?

**ANSWER: 200 for standard phone, unlimited for smartphones.**

- 8) If you require data service for tablets, laptop or hotspot, how much data will you require per device?

**ANSWER: All devices of this type need unlimited data**

- 9) How many devices will you require?

**ANSWER: 6 tablets & 7 hotspots.**

10) What kind of devices do you currently use?

**ANSWER:**

- a) Apple iPhone 7 – 256GB
- b) Apple iPhone 5 – 32GB
- c) Apple iPhone 5C – 8GB
- d) Apple iPhone 5s – 16GB
- e) Apple iPhone 6 – 16GB
- f) Apple iPhone 6s – 64GB
- g) Apple iPhone SE – 16GB
- h) Casio Ravine
- i) Casio Ravine 2
- j) HTZ Rezound
- k) Kyocera Dura PPT
- l) Nokia Luma 928
- m) Samsung Smooth
- n) Samsung Gusto
- o) Samsung Convoy 3
- p) Samsung Gusto 2
- q) Samsung Gusto 3
- r) Apple iPad w/Retina Display – 32GB
- s) Apple iPad Air 2 – 64GB
- t) Apple iPad Pro 9.7 – 32GB
- u) 4G card inside Dell laptop (unlimited data)
- v) Verizon 4G LTE USB Modem 551L (unlimited data)
- w) Verizon Jetpack 4G LTE Mobile Hotspot MiFi 6620L (unlimited data)
- x) Verizon Jetpack 4G LTE Mobile Hotspot MiFi 4510L (unlimited data)

11) Are these the same devices you would like to continue using?

**ANSWER: We would like to keep all phone numbers if possible and are open to using the same devices or comparable devices as required.**

12) Change paragraph beneath Pricing Table, page 6 of 21 to read:

The prices offered and accepted will be Firm-Fixed prices for the duration of the Contract Term, and any renewal option periods exercised, unless increases by the contractor for the renewal periods are justified, in accordance with the terms of this contract and the laws governing the industry related to these services / products. **Please note that we only purchase those devices that come at no cost to us based on current Government pricing/regulations. We will also need to continue to have the option to upgrade phones annually as well as having no charge for early termination of a line due to changing organizational needs.**

All other provisions of the RFP shall remain unchanged. These clarifications shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its bid.

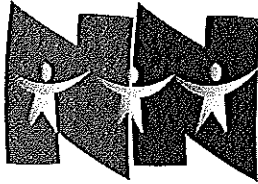
Name: \_\_\_\_\_  
(Prospective Offeror)

Signature: \_\_\_\_\_

Sincerely,

*Tracey R. Delk-Hart*  
Tracey Delk-Hart, VCO  
Buyer





February 13, 2017

**Addendum # 2**

TO: ALL PROSPECTIVE OFFERORS

RE: RFP 015-0-2017/TRD-H Cell Phone and Wireless/Internet Services

The above referenced RFP is hereby clarified as follows:

- 1) The RFP, p. 5, provides that "NNPS shall receive the benefit of any price decreases as soon as possible." Does NNPS mean essentially "any standard price list price decreases"?

**ANSWER: Any price lists that affect the NNPS contract.**

- 2) If the answer to Q1 is no, would NNPS consider adding language such as "under similar government contracts" and replacing "possible" with "practicable"?

**ANSWER: See response to Question 1. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

- 3) Given that the existence and scope of 4G coverage depends largely on the capabilities of the selected contractor itself, would NNPS consider adding, on p. 6 of the RFP, the words "through the contractor's network" after the words "as they become available in the Hampton Roads area."

**ANSWER: No, we would not consider modifying this language.**

- 4) The RFP, at p. 6, states the following: "Contractor shall immediately notify NNPS of any breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code §18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by NNPS to Contractor." Would NNPS consider adding the following sentence (which is excerpted from the Virginia Code provision cited by NNPS): "Notice required by this section may be reasonably delayed to allow the individual or entity to determine the scope of the breach of the security of the system and restore the reasonable integrity of the system."

**ANSWER: No, we would not consider modifying this language.**

- 5) Given that all coverage can be interrupted, what does NNPS mean by "uninterruptible service coverage" within the coverage areas discussion on p. 7?

**ANSWER: Means complete coverage, free of large "dead zones" for all of the areas listed. For example, Hampton Roads Region means all areas of the contiguous cities and counties that make up this region.**

- 6) What does NNPS mean by "Customer Satisfaction Guarantee program" within the Phones/Equipment discussion on p. 7? What would be the minimum attributes of this program?

**ANSWER: a) A 100% satisfaction guarantee on any/all equipment purchased. Refunds or replacements without additional charge to NNPS.**

- b) 24/7 Customer Service with a First-Call Resolution rate at or above 70%.
- c) NNPS must be given the option to change to any qualifying plan or airtime promotion at any time without incurring penalties and fees.
- d) NNPS users must receive a phone upgrade/replacement for free every 12 months (at a minimum).

7) NNPS states that "Exceptions/Alternatives will also be considered." Are there any types of exceptions/alternatives that will not be considered?

**ANSWER: NNPS will consider all proposed Exceptions/Alternatives.**

8) As a follow-up to question 7, would NNPS, for example, consider alternative language in the General Terms and Conditions and Special Terms and Conditions sections?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

9) As a second follow-up to question 7, if NNPS were to reject one or more exceptions or alternatives would the offeror have an opportunity to revise its proposal?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

10) Under General Terms and Conditions, section H, can we assume that the term "subcontractors" essentially means entities that provide goods or services in direct support of the NNPS contract, rather than in support of other contracts such as commercial contracts?

**ANSWER: Refers to subcontractors under NNPS contract.**

11) Would NNPS consider adding language to General Terms and Conditions, section R, making it clearer that failure to pay on the part of NNPS within the prescribed time limits (30 days) would constitute material breach?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

12) Would NNPS consider removing language that suggests (in General Terms and Conditions, section O (Non-Performance), subsection 5.c) the possibility of consequential/incidental damages liability?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

13) At General Terms and Conditions, section BB, would NNPS consider adding the words "and such acceptance shall not be unreasonably withheld" at the end of the first sentence?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

14) The subcontractor payment language in General Terms and Conditions, section CC, beginning with "Within seven (7) days after" through to the end of that section, relates to construction contracting and makes little sense within the context of a cell phone/wireless services contract. Would NNPS consider removing this language or, at a minimum, acknowledge that it is not applicable?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

15) At the end of General Terms and Conditions, section HH (Exclusively), would NNPS consider adding the words "and Contractor is unable to meet the increased demands"?

**ANSWER: See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.**

16) Will NNPS acknowledge that the first sentence at Special Terms and Conditions, section F, is not applicable? (We are not aware of any royalty or license fees to be paid.)

**ANSWER:** See response to Question 7. Also, please refer to Section J, Preparation of Proposals, page 13, #5, Exceptions/Alternatives.

17) See page 5, Section, Pricing, Paragraph 1, change sentence 1 to "Pricing is requested for both analog or as commercially available services and digital cellular services." In the Pricing Schedule change Description of Service to read "Analog or as Commercially Available Services."

18) See page 6, Scope of Work, Specific Requirements, change third sentence of first paragraph to read "Contractor shall provide support for analog or as commercially available services and digital services, service coverage for the areas specified in this contract, equipment, all available features for the services under this contract, inventory/asset management of equipment, flexible plan options, and availability of plan options offered by Contractor in the future, during the term of this contract."

19) See page 7, Scope of Work, Specific Requirements, change Support for analog and digital services to read "Support for analog or as commercially available services and digital services."

20) See page 7, Scope of Work, Specific Requirements, Phones and Equipment, 1. Change to read, "Contractor shall offer flexible service plans that include a variety of phone models and associated accessories with the ability to use digital, PCS, CDMA, Analog or as commercially available services or multimode technologies."

21) Please remove: "NNPS shall have the right to review Contractor's information security program prior to the commencement of licensed services and from time to time during the term of the contract. During the performance of the licensed services, on an ongoing basis from time to time, NNPS, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by NNPS, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by NNPS regarding Contractor's information security program. Contractor shall implement any reasonably required safeguards as identified by any program audit"

**ANSWER:** Item to remain unaltered.

22) Please add "as commercially available" to this requirement. "Contractor shall supply Section 508 compliant products and services and must provide Section 508 compliance audit or test results that document the testing methodology utilized to determine the product or solution's compliance, the results of the accessibility audit and whether the tests or audits are performed by the Contractor or a third party auditor and if applicable, identify the third party."

**ANSWER:** Item to remain unaltered.

23) Please remove as it does not relate to the provisioning of commercially available wireless telecommunication services, Item 3. Special Terms and Conditions Section, Non-Performance Section, "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."

**ANSWER:** Item to remain unaltered.

All other provisions of the RFP shall remain unchanged. These clarifications shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its bid.

Name: \_\_\_\_\_  
(Prospective Offeror)

Signature: \_\_\_\_\_

Sincerely,



Tracey Delk-Hart, VCO  
Buyer