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#001-0-2027/KG

November 6, 2026

Successful Bidder: **Staples Contract & Commercial, LLC**
Address: 500 Staples Drive Framingham, MA 01702
Your Bid Dated: 10/9/2026
In Response To: IFB#001-0-2027/KG
Description of Work/Products to be furnished: Custodial & Janitorial Supplies
Delivery/Performance Date Start: November 15, 2026

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

Karlene Greenhow

Karlene Greenhow
Procurement Officer

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION

INVITATION FOR BIDS

BID ITEM NO.
IFB 001-0-2027/KG
PROCUREMENT OFFICER Karlene Greenhow, VCA, VCO
CLOSING DATE October 2, 2026
CLOSING TIME 11:00 AM EST
NON-MANDATORY PRE-BID CONFERENCE September 15, 2026 11:00 AM EST

Newport News Public Schools
ISSUING OFFICE:

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

DATE: September 1, 2026

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

ELECTRONIC BIDS All bids may be submitted electronically online via eVA until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office using Bidder's established eVA Supplier Account. The entire bid response including any /all attachments and any/all addenda must be submitted electronically via eVA, no later than the closing date and time stated in the solicitation posting. Faxed, mailed or emailed bids will not be accepted. Newport News Public Schools is not responsible for late electronic delivery. Bidders are highly encouraged to anticipate and plan for technical or heavy email transmission traffic at the last minute.

All inquiries for information regarding this Invitation for Bid should be directed to the Buyer listed in this IFB or 757-591-4525

COMMODITY: CUSTODIAL & JANITORIAL SUPPLIES NIGP CODE: 48565, 48600, 48665

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

_____
_____
_____

THIS IS NOT AN ORDER

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

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

Custodial Products & Janitorial Supplies for Delivery	**Bid Total: _____**

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____#2_____#3_____#4_____(Please Initial)
IN COMPLIANCE WITH THIS BID, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE ANY CONTRACT AS A RESULT OF THIS BID. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED ON THE PRICING SCHEDULE. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

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, said bidder 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 hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful bidder agrees to (i) provide a drug-free workplace for the successful bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful bidder that the successful bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each successful bidder or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful bidder in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL BIDDER SHALL BE PROHIBITED:

1. During the performance of this contract, the successful bidder agrees as follows:
   a. Bidder 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. The successful bidder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. Successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, shall state that such successful bidder is an equal opportunity employer.
   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful bidder 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 organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder 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 a statement why the bidder is not required to be so authorized. Bidder is to include the VA Code reference authorizing the exemption in said statement.
3. Any bidder 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:

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 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

TABLE OF CONTENTS

I.	SCOPE OF WORK	5
II.	SPECIAL INSTRUCTION TO THE BIDDER	6
III.	GENERAL TERMS AND CONDITIONS	9
IV.	SPECIAL TERMS AND CONDITIONS	16

Attachment A: Pricing Schedule (Excel File, must include with bid)

Attachment B: Certification Regarding Debarment (must include with bid)

Attachment C: Certification for Contractors Near Students (must include with bid)

Attachment D: Vendor Data Sheet (must include with bid)

Attachment E: NNPS Delivery Sites/Locations

I. SCOPE OF WORK

A. *GENERAL REQUIREMENTS*

Newport News Public Schools is soliciting bids from responsive and responsible Bidders to establish a contract with one or more qualified sources to provide Custodial/Janitorial Supplies for Delivery to Newport News Public Schools. NNPS expects to award on an all or none basis.

B. *SPECIFIC REQUIREMENTS*

The Contractor shall provide all materials, labor, equipment and supplies to warehouse, deliver and distribute custodial products directly to school sites in NNPS, on an as-needed basis. Contractor shall be provided a finalized list of all delivery locations after award is made. Additionally, the Contractor is required to perform the following:

1. Contractor shall supply and deliver the items listed in **Attachment A** on a regularly scheduled basis. Contractor's delivery schedule shall be between the hours of 8:00A.M. to 3:30 P.M.
2. Pricing shall be submitted on **Attachment A,** "Pricing Schedule." All prices submitted shall be firm fixed for the entire contract period and shall include any delivery charges. Any requests for price adjustments during a contract extension period shall be received by NNPS thirty (30) days prior to the current contract expiration date and approved by NNPS prior to increased prices being charged. Requests for price increases will be considered but may not exceed the previous twelve-month rate of increase determined by the Consumer Price Index for the applicable commodity of goods for All Urban Consumers.
3. Online site ordering shall be available and enabled. In addition, ordering options shall include phone, fax, and customer service representative.
   a. Each location will complete a supply requisition form (***Exhibit A***) and submit to the Custodial Services Supervisor, who will submit all forms once a week to the Contractor.
   b. Contractor shall input all data, including the Purchase Order (PO) number on the supply requisition form and directly deliver or drop ship to each site's location per the address listed in **Attachment E**.
4. All quantities listed in Attachment A are estimates only and may be realized, not fully realized, or exceeded.
5. Contractor shall maintain sufficient stock levels to accomplish delivery of order placed within forty-eight (48) hours to intended destination and shall ensure a minimum of 95% fill rate for all items included in the contract. The appropriate NNPS employee should be notified as soon as it is known that an order item is out of stock and will not be available for requested delivery.
6. Deliveries shall be on a weekly schedule to all sites located in Newport News, Virginia.
   a. Annual schedule for deliveries, including summer, shall occur weekly on the first day of the week or the following day should a holiday fall on that Monday.
   b. A listing of NNPS sites is provided in **Attachment E**.
7. NNPS shall reserve the right to request additional products if needed. The Contractor shall provide special delivery if deemed necessary by NNPS. In addition, NNPS reserves the right to purchase separately any items which nee to be purchased more quickly elsewhere due to an emergency, or in order to prevent discomfort to NNPS, waste of labor dollars or other inconvenient circumstances.
8. Unless otherwise listed in **Attachment A**, bidders shall supply the Brand Name for each item. NNPS reserves the right to sample any product at no cost to the district.
9. Award will be based on the Overall Bid Total. In the event of discrepancies, unit price shall prevail. All items will be awarded on an "ALL or NONE" to lowest Overall Total Bid.
10. Contractor shall provide tandem Cascades paper towel dispensers, Toilet Tissue dispensers and Kutol Soap dispensers for the foaming certified green seal soap in quantities as required by NNPS at NO CHARGE.
    a. The type of paper towels and hand soap are listed in **Attachment A**, "Pricing Schedule."
    b. The dispensers for any paper products and hand soap shall be at NO CHARGE.
        i. This includes the portable dispensing units for Diversey Products.
        * NOTE TO BIDDERS: These are backup up/alternate chemicals only in the event the Annihilare Systems become inoperable. *
11. References about Bidder's past performance must be ascertained prior to any bid being eligible for Award as specified in **Attachment D**, "Vendor Data Sheet." Negative references or references that do not verify

whether or not the Contractor meets the criteria specified in Section I. Scope of Work, of this Invitation for Bid (IFB), may be grounds for rejection of the bid.

C. *PACKAGING/SHIPPING REQUIREMENTS*

Contractor shall be responsible for the safe, durable, and acceptable industry standard packaging for nonperishable goods. All damaged or incorrect brands shall be exchanged and / or picked up from NNPS and replaced within ten (10) days of notice to Contractor. Contractor shall provide inside delivery to designated NNPS locations.

D. *INSPECTION AND ACCEPTANCE*

Inspection and acceptance shall be in accordance with the Scope of Work and Packing/Shipping Requirements specified above. Contractor shall not be paid for items not accepted by NNPS.

II. SPECIAL INSTRUCTIONS TO THE BIDDER

A. Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:
Karlene Greenhow, VCA, VCO
Procurement Coordinator
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4532
Fax: (757) 591-4593
Email: karlene.greenhow@nn.k12.va.us

B. 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:
Sharon Boyd, Supervisor, Custodial Services
Plant Services Department
12580 Patrick Henry Drive
Newport News, VA 23602
Phone: (757) 881-5024 X 14112
Fax: (757) 249-5638
Email: sharon.boyd@nn.k12.va.us

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

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

D. Pre-Bid Conference:

Join the Meeting Now: https://nn-k12-va-us.zoom.us/j/83190354299?pwd=VCAciYSk82wRJKPDWdavLRI9v9dzZR.1

Meeting ID: 831 9035 4299

PW: 840406

E. Bidders of Record:

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

F. Questions:
Submit questions regarding the Invitation for Bid in writing to the Issuing Office at karlene.greenhow@nn.k12.va.us no later September 21**, 2026, 11:00 A.M. EDT**. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents. Bidder is responsible for checking the www.eVA.virginia.gov website or contacting the Issuing Office within 48 hours prior to bid closing to secure any addenda affecting this IFB.

G. Changes or Modifications:
Changes or modifications to this Invitation for Bids 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.

H. IFB Closing
Bidder shall ensure its bid is received by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Invitation for Bids. Bids received after the specified date and time (timestamped 11:01 AM EDT or later) will not be considered and will be marked late and retained in the procurement file.

I. Bid Submittal Requirements:

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

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

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

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

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

2. Each Bid submission shall be submitted to the Issuing Office electronically and shall include the following documents:
    a. The **cover page** of this Invitation to Bid, which will contain:
        1. OVERALL BID TOTAL cost;
        2. Original signature of an agent authorized to bind the company;
        3. Acknowledgment of any addenda on page one (1);
        4. Requested contact information;
        5. Company FEI/TIN number; and
    b. Completed and signed anti collusion/nondiscrimination clauses on **page 2** of this IFB;
    c. Completed Pricing Schedule (**Attachment A**);
    d. Completed and Signed Certification Regarding Debarment (**Attachment B**);
    e. Completed and Signed Certification of Compliance with Code of Virginia, §22.1-296.1 (**Attachment C**);
    f. Vendor Data Sheet (**Attachment D**);
    g. Certificate of Insurance to show proof of coverage;
    h. Current Signed W9.

J. 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."

K. Notice of Award:
Any contract resulting from this IFB will be publicly posted for inspection on the eVA.virginia.gov website and NNPS Purchasing website, https://sbo.nn.k12.va.us/procurement/awarded_bids.html

L. Award:
The award of contracts shall be at the sole discretion of the Owner. 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, Owner may negotiate with the apparent low bidder to obtain a contract price within available funds. The Owner 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, the Owner reserves the right to enter into any contract deemed to be in the Owner's best interest.

M. IFB Opening:
The Bid Opening will be conducted via **Zoom Meetings** on **October 2, 2026, at 11:00 AM** and any bidder wishing to attend virtually must utilize the following link:

Join the Meeting Now: https://nn-k12-va-us.zoom.us/j/84171602777?pwd=JKH5nF6Ytw9paqyeS6RF2UUWn2CmPS.1

Meeting ID: 841 7160 2777
Passcode: 576872

N. Disposition of Bids:
All materials submitted in response to this IFB shall become the property of the Owner. One (1) copy of each

bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure clause of this IFB.

O. Cost of Responding:
This solicitation does not commit the Owner 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 the Owner obligated to procure or contract for such services.

III. GENERAL TERMS AND CONDITIONS

A. Contract Document:
This solicitation, its addenda, Successful Bidder's response, 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. This contract shall be governed by the contract documents in the following order of precedence:

1) This IFB document;
2) Any negotiated changes to the foregoing documents; and
2) Bidder's submission with **Attachment A**, "Pricing Schedule."

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

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

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

E. 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 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 a Bidder in conjunction with this IFB 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 Bidder's costs and/or Proposal 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.

F. Prime Contractor

During the performance of this contract, if the Successful Bidder supplies goods or services by or through a third party or subcontractor, the Successful Bidder agrees to:

1. Act as the Prime Contractor for the goods and/or services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.

2. Represent and warrant that the 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 agree 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.

G. Subcontractors:

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

H. Non-Assignment:

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

I. Antitrust:

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

J. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this IFB, shall be executed by Bidder and is to be submitted with Bidder's bid. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to a Bidder who has not signed the anti-collision/nondiscrimination statement.

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

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

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

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

M. Hold Harmless/Indemnification:

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

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

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 Owner: NNPS Contract Administrator as designated in this IFB.

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

O. Non-Responsive Performance:

1. Delivery Delays: Owner reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by the Owner, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of Owner within ten (10) days of notification. Rejected goods and/or service deliverables not removed from Owner' premises within ten (10) days will be regarded as abandoned, shall become the property of Owner, and Owner shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections.
5. 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 non-responsive performance of Successful Bidder.

P. Termination Without Cause:

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

Q. Termination With Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, Owner may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, Owner may immediately cancel and terminate this Contract as of the mailing date of the

default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to Owner any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by Owner and provisions herein with respect to opportunity to cure default shall not be applicable.

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

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

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

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

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 the Owner shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, Owner shall immediately notify the Successful Bidder of such occurrence, and this Contract shall terminate on the last day funds are available without penalty or expense to the Owner of any kind whatsoever.

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

Y. Vendor's Invoices:
Successful Bidder shall submit to the Owner all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not

include any costs other than those identified in the executed Owner purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Bidder's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Bidder's invoices shall provide at a minimum:

1. Type and description of the Product or Service installed, delivered and accepted;
2. Serial numbers, if any;
3. Quantity delivered;
4. Charge for each item;
5. Extended total (unit costs x quantity);
6. This IFB number and the NNPS Purchase Order Number.

Z. Contractual Disputes:

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

AA. 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.

BB. Payment Terms:

To be eligible for payment, all labor, equipment, and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this Contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied.

Special Educational or Promotional Discounts:

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

CC. Prompt Payment:

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

Within twenty (20) days after receipt of the invoice or goods or services, the Owner shall notify the supplier of any

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

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

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

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

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

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

DD. Payment by Electronic Funds Transfer (EFT):

(a) Method of payment.

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

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

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

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

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

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

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

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

(d) Suspension of payment.

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

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

payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Newport News, Virginia 23606
accounts.payable@nn.k12.va.us

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

FF. Forced or Indentured Child Labor:
During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds $10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, " forced or indentured child labor" means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

GG. 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.

HH. Award:
NNPS intends to award a contract to a fully qualified Bidder submitting the best bid 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 bids 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.

II. SPECIAL TERMS AND CONDITIONS

A. Contract Term:
The contract will be for one year with the option to renew for five (5) successive one-year terms. The initial term will be for one (1) year, commencing on the notice of award.

B. Contract Renewals:
This contract may be renewed upon mutual agreement of both parties for five (5) successive one-year terms upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this IFB.

C. Contract Extension:
In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, NNPS may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford NNPS a continuous supply of the identified goods and/or services.

D. Time is of the Essence:

Time is of the essence in this Contract. Contractor expressly acknowledges that in the performance of its obligations, Owner is relying on timely performance and will schedule operations and incur obligations to third

parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

E. Insurance:

i. 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.

ii. 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.

iii. 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 limits:

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

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

F. Unauthorized Disclosure of Information:

The Contractor 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 Contractor, its subcontractors, agents or employees under or in connection with this contract. The Contractor shall save harmless and indemnify Owner 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 Contractor shall, upon written demand by Owner, assume and defend, at the Contractor'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 Contractor, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. Owner may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify Owner for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

G. Copyright/Patent Indemnity:

The Successful Bidder shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract

constitute an infringement of any copyright, trademark, or patent, the Successful Bidder shall indemnify Owner and hold Owner harmless from any cost, expense, damage or loss incurred in any manner by Owner on account of any such alleged or actual infringement.

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

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

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

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

K. Delivery:
Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. NNPS requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with NNPS' desired delivery time as stated below:

NNPS' desired delivery time: 7 calendar days ARO

BIDDER'S STATED DELIVERY TIME: ____ CALENDAR DAYS ARO

L. Extra Charges not Allowed:
The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

M. Transportation and Packaging:

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

O. Federally Imposed Tariffs:

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, Newport News Public Schools may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Newport News Public Schools under this Agreement.

Prior to the Newport News Public Schools agreeing to a price increase pursuant to this Section, the contractor must provide to the Newport News Public Schools, the following documentation, all of which must be satisfactory to the Newport News Public Schools:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Newport News Public Schools under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Newport News Public Schools to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Newport News Public Schools at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Newport News Public Schools, written instructions authorizing the Newport News Public Schools to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If Newport News Public Schools agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Newport News Public Schools and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors' books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Newport News Public Schools, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Newport News Public Schools shall have the right to terminate this Agreement for the Newport News Public Schools' convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Newport News Public Schools' contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Newport News Public Schools' payment of additional sums due to tariffs shall be fraud against the taxpayers of the Newport News Public Schools and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

P. Cooperative Procurement:

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful contractor(s).

Newport News Public Schools acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Bidder or Bidders, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor.

Attachment A

IFB #001-0-2027 Custodial & Janitorial Supplies for Delivery

PRICING SCHEDULE

Please see Excel File titled, "Attachment A: Pricing Schedule"

Any quantities that are included in the scope of work reflect the current expectation of NNPS. The quantities indicated are an estimate only and NNPS is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past.

BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.

Attachment B

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

ATTACHMENT C

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

I,_____, a duly authorized representative and officer of

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

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

hereby certify that the employees, subcontractors, partners, and representatives who will be in direct contact with students (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) has not been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities."

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

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

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

_____
(Contractor's Authorized Office – Signature)

_____
(Contractor's Authorized Officer – Printed Name)

_____
(Title)

_____
(Date)

ATTACHMENT D
VENDOR DATA SHEET

1. QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.

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

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

1.	Customer Name:	Contact Name:	Contact Title:
Address:_____ _____ _____ Email Address:_____			Phone No. Fax No.

2.	Customer Name:	Contact Name:	Contact Title:
Address:_____ _____ _____ Email Address:_____			Phone No. Fax No.

3.	Customer Name:	Contact Name:	Contact Title:
Address:_____ _____ _____ Email Address:_____			Phone No. Fax No.

ATTACHMENT E

DELIVERY/LOCATION SITES

SCHOOL/LOCATION	ADDRESS#	STREET NAME	ZIP CODE
ACH DREAM MIDDLE/HIGH	5720	MARSHALL	23605
ADMINISTRATION BUILDING	12465	WARWICK	23606
BOOKER T WASHINGTON MIDDLE SCHOOL	3700	CHESTNUT	23607
CARVER ELEMENTARY	6160	JEFFERSON	23605
CHARLES ELEMENTARY	701	MENCHVILLE	23602
CRITTENDEN MIDDLE	6158	JEFFERSON	23605
DEER PARK	11541	JEFFERSON	23601
DENBIGH EARLY CHILDHOOD	15638	WARWICK	23608
DENBIGH HIGH SCHOOL	259	DENBIGH	23608
DISCOVERY STEM	1712	CHESTNUT	23607
DUMBAR/ERWIN (AN ACHIEVABLE DREAM ACADEMY)	726	16TH	23605
DUTROW ELEMENTARY	60	CURTIS TIGNOR	23608
ELLA FITZGERALD MIDDLE SCHOOL	432	INDUSTRIAL PARK	23608
GENERAL STANFORD ES	929	MADISON AVE	23604
GILDERSLEEVE MIDDLE	1	MINTON	23606
GREENWOOD ELEMENTARY	13460	WOODSIDE	23608
HERITAGE HIGH SCHOOL	5800	MARSHALL	23605
HIDENWOOD ELEMENTARY SCHOOL	501	BLOUNT POINT	23606
HILTON ELEMENTARY SCHOOL	225	RIVER	23601
HINES MIDDLE SCHOOL	561	MCLAWHORNE	23601
JENKINS ELEMENTARY SCHOOL	80	MENCHVILLE	23602
KATHERINE JOHNSON ELEMENTARY	17346	WARWICK	23603
KILN CREEK ELEMENTARY	1501	KILN CREEK	23602
KNOLLWOOD ELEMENTARY	826	MOYER	23608
MARSHALL ELEMENTARY SCHOOL	743	24TH STREET	23607
MCINTOSH ELEMENTARY	185	RICHNECK	23608
MENCHVILLE HIGH	275	MENCHIVLLE	23602
NEWSOME PARK ELEMENTARY SCHOOL	4200	MARSHALL	23607
PALMER ELEMENTARY	100	PALMER	23602
PASSAGE MIDDLE SCHOOL	400	ATKINSON	23608
POINT OPTION	813	DILIGENCE	23606
RICHNECK ELEMENTARY	205	TYNER	23608
RIVERSIDE ELEMENTARY	1100	COUNTRY CLUB	23606
SANFORD ELEMENTARY SCHOOL	480	COLONY	23602
SAUNDERS ELEMENTARY SCHOOL	853	HARPERSVILLE	23601
SCOT Site	12580	PATRICK HENRY DR	23602
SEDGEFIELD ELEMENTARY SCHOOL	804	MAIN	23605
SOUTH MORRISON ELEMENTARY (CFSS)	746	ADAMS	23601
STAFF SUPPORT	12507	WARWICK	23606
STONEY RUN ELEMENTARY SCHOOL	855	LUCAS CREEK	23608
WARWICK HIGH SCHOOL	51	COPELAND	23601
WATKINS EARLY CHILD DEV CENTER	21	BURNS	23601
WHSC/GTWD	1241	GATEWOOD	23601
WOODSIDE HIGH SCHOOL	13450	WOODSIDE	23608
YATES ELEMENTARY	73	MAXWELL	23606