



INVITATION FOR BIDS

Newport News Public Schools

ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
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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. Mailed, faxed, or emailed bids will not be accepted. Newport News Public Schools is not responsible for late electronic delivery. Bidders are highly encouraged to anticipate and plan for technical or heavy email transmission traffic at the last minute.

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

COMMODITY: Network Wiring Installation, Maintenance & Related Services

NIGP CODE: 962-18

**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), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BIDDING 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; UNLESS OTHERWISE STATED, NNPS WILL CONSIDER ALTERNATE BID ITEMS OF EQUAL OR BETTER QUALITY, WHICH SHALL BE ACCCOMPANIED 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 bidders 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.

Network Wiring Installation, Maintenance & Related Services

Overall Bid Total: \$ _____ USD

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 BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

Authorized Agent

Signature

Type or Print Name

Email Address

Company FEI/FIN#

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/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/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 SHALL BE PROHIBITED:

1. During the performance of this contract, the successful bidder 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

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The following shall be submitted as part of your bid response:

Attachment A – Labor Pricing Schedule (Must submit with bid)

Attachment B – Parts Pricing Schedule (Must submit with bid)

Attachment C – Scenario Quote (Must submit with bid)

Attachment D – Certification Regarding Debarment (Must submit with bid)

Attachment E – Certification for Contractor's Near Students (Must submit with bid)

Attachment F – Vendor Data Sheet (Must submit with bid)

I. PURPOSE & BACKGROUND

The purpose of this Invitation for Bids is to establish a term contract(s) for a contractor(s) to provide network wiring installation and related services for Newport News Public Schools. Newport News Public Schools (NNPS) is the ninth largest school division in the Commonwealth with approximately 26,500 students. NNPS is an urban school system educating children in 3 early childhood centers, 24 elementary schools, 1 middle/high school combination, a virtual learning academy and 5 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS facilities and its locations may be accessed via NNPS' official web site at <https://sbo.nn.k12.va.us/schools>. NNPS employees approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

II. SCOPE OF WORK

A. GENERAL REQUIREMENTS

The Contractor shall furnish NNPS with network wiring services, maintenance for its local area network (LAN), voice, PA systems, Master Clock systems, and installation services for Interactive Panels. It is the intent of this solicitation that the Contractor supply pricing for the structured cabling products listed in "Attachment B: Parts Pricing Schedule" and also firm-fixed hourly rates listed in "Attachment A: Labor Pricing Schedule," for each service item below to include labor & all incidental materials for the installation of the structured cabling products specified herein as ordered by NNPS. There is a scenario included, "Attachment C: Scenario Quote," which must be completed and included with the bid submission.

1. Installation, termination, modification, and testing of Category 5e, Category 6, and Category 6e data / voice (the "Data/Voice") copper cabling.
2. Installation, termination, modification, and testing of single mode and multi-mode fiber-optic (the "Fiber-Optic") cabling.
3. Installation, termination, programming, and testing of Public Address / Intercom (the "PA") speaker and cabling system.
4. Installation, termination, programming, and testing of Master Clock Systems (the "Clock").
5. Modification and maintenance on existing Bogen PA and Clock systems.
6. Outside Plant Cabling (OSP), conduit installation, trenching, direct buried cable w/armor coating, directional drilling, building penetrations, and fiber splicing.
7. De-installation, transport, and re-installation of NNPS owned Interactive Panels.

B. SPECIFIC REQUIREMENTS

The Contractor must possess and provide a Virginia Class A License, a record of experience in providing comparable services, Asbestos Standard Operating Procedure for activities where asbestos block wall filler will be disturbed, and statement of Contractor's acknowledgement that the products and services offered will be in accordance with the provisions of the IFB. NNPS reserves the right to award multiple contracts should it be determined by NNPS, in its sole discretion, to be in the best interest of the district.

1. Contractor must have successfully completed Asbestos Awareness Training.
2. Contractor must refer to the most recent AHERA Inspection report prior to starting any project.
 - a. Copies of the report can be found either in the school office or Plant Services.
3. Contractor must have at least one employee who has successfully completed Asbestos Class II Operations Training through a certified Asbestos Trainer.
 - a. Only personnel that have successfully completed this training are authorized to disturb the Asbestos Matrix on the block walls with asbestos containing block filler.
4. Contractor must provide service and maintenance to support new and current site based local area network, Data/Voice, Fiber-Optic, PA, Clock, and other technology initiatives.
5. The Contractor must furnish all necessary and adequate labor, supervision, tools, materials, and testing as required to install Data/Voice, Fiber-Optic, PA, Clock, and other systems efficiently, economically and in accordance to the manufacturer specifications.
6. All Data/Voice, Fiber-Optic, PA, Clock, and other systems must be delivered and installed as a turnkey system unless specified by NNPS.

7. NNPS estimates 800 hours per year for these Systems.
8. NNPS requires the Contractor to dedicate a project manager who can be called upon at any time to work any aspect of the Systems from concept to completion.
9. All work performed under this Contract must be performed in accordance with the most recent versions of the standards listed below and any addenda and revisions thereto, as amended:
 - a. Local, State, and Federal Laws
 - b. Virginia Uniform Statewide Building Code;
 - c. National Electric Code (NEC): ANSI/NFPA-70;
 - d. COV ITRM Standard NET2001-01.1 (or the latest approved updated to this standard), and all addenda and revisions thereto.
 - e. Uniform Commercial Building Code;
 - f. Safety Codes Commission of the Commonwealth of Virginia rules, issues by the Department of Labor and Industry under Title 40.1 of the Code of Virginia.
 - g. Occupational Safety and Health Administration codes
 - h. TIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
 - i. TIA/EIA-606, Administration Standard for Commercial Telecommunications Infrastructure
 - j. TIA J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for telecommunications
 - k. TIA-758, Customer-Owned Outside Plant Telecommunications Infrastructure Standard
 - l. TIA/EIA-568-B.1 Commercial Building Telecommunications Cabling Standards and any revisions or addenda thereto
 - m. TIA/EIA-568-B.2, Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components
 - n. TIA/EIA-568-B.3, Optical Fiber Cabling Components Standard
 - (1) TIA-526-14, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
 - (2) TIA/EIA-598, Optical Fiber Cable Color Coding
 - (3) Heretofore within this document, TIA/EIA-568-B.1, B.2, and B.3 and any revisions and addenda thereto will be collectively referred to simply as ANSI/TIA/EIA-568-B
10. Contractor must provide at least 3 references for completed projects of similar size and scope performed of this requirement which directly speak to:
 - a. Installation, termination, modification, and testing of Category 5e, 6, and 6e data / voice copper cabling.
 - b. Installation, termination, modification, and testing of single mode and multi-mode fiber-optic cabling.
 - c. Installation, termination, modification, and testing of Public Address / Intercom speaker and cabling system.
 - d. Installation, termination, modification, and testing of wired and wireless Clock system.
 - e. Installation of NNPS owned Interactive Panels.
11. NNPS prefers one Contractor to perform the entire scope of work
 - a. Work must be performed by competent technicians who are employees of the Contractor and are familiar with the specific equipment to be installed.
 - b. The Contractor must be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - c. The Contractor is responsible for ensuring all work and employees are Occupational Health and Safety Administration (OSHA) compliant.
12. The Contractor must report to NNPS any damage to existing utilities, facility infrastructure, existing equipment, or finished surfaces.
 - a. Damages resulting from the Contractor will be corrected within 24 hours at the Contractors sole expense.
13. The Contractor must have at least one BICSI RCDD (Registered Communications Distribution Designer) on staff that will be ultimately responsible for the NNPS account and act as a Project Manager or supervise the designated on-site Project Manager. The RCDD must have sufficient experience in the type of work described herein as to be able to lend adequate technical support to the field personal during installations.
14. The Contractor must also have BICSI Registered Technicians and Installers on staff and assign them to the services requested. NNPS prefers that projects shall be staffed at all times by at least one BICSI Registered Technician or ITS Installer Lever I who, in the role of lead craftsman, will be able to provide leadership and technical resources for the remaining crafts persons on the project.

15. The Contractor must be a Leviton Authorized Installer.
 - a. It is highly desirable that the Contractor be a Leviton Premier Partner, preferably for a minimum of two years.
16. The Contractor must show proof of membership in Corning's LANscape Network of Preferred Installers (NPI), due to the installation warranties provided.
17. The Contractor must be a Superior Essex Authorized Installer.
18. The Contractor must be an Authorized Bogen Distributor and Installer.
19. Contractor must provide an estimate quote for each NNPS System project to include:
 - a. A description of the scope of work
 - b. An itemized list of parts
 - c. An itemized list of labor hours
20. Prior to commencing any work, the Contractor must have in its possession a valid NNPS purchase order number issued from the NNPS Purchasing Department.
21. All change orders must be requested through NNPS Technology Services. Changes orders are not valid unless the Contractor has in its possession a valid NNPS purchase order indicating the change order number issued from the NNPS Purchasing Department.
22. NNPS will not be responsible for changes made by Contractor without such written documentation.
23. Contractor must have a NNPS approved project management process in place prior to commencing any work.
24. Contractor will provide a bi-weekly Systems Progress Report to NNPS as projects are implemented.
25. NNPS reserves the right to change to Contractor's tracking procedures.
26. Large Systems projects will be planned and scheduled around ongoing instructional activities and the sites bell schedule to minimize disruption in the classroom(s).
27. Contractor must have NNPS approved documented procedures in place for project acceptance.
28. All electronic copies for the as-built drawings are to be in AutoCAD format and Adobe PDF, version to be set by NNPS.
29. Electronic test results for each copper and fiber cable will be provided to NNPS at the completion of each job.
30. All debris generated by the Contractor must be picked up and lawfully disposed of at the conclusion of each work day.

NNPS will not approve payment to be issued until items 7 and 21-31 have been met.

C. CABLE PLANT REQUIREMENTS

1. All work performed under this contract shall conform to all federal, state, and local ordinances and official building requirements.
2. All work shall conform to all state and local building codes including National Electrical Code (NEC) and National Fire Protection Association (NFPA)
3. All work performed will be installed in accordance with the latest edition of BICSI standards and methods for cabling and telecommunication distribution systems.
4. All material and equipment shall be listed, labeled, or certified by Underwriter's Laboratories, Inc. where such standards have been established.
5. All work shall be in accordance with the current Uniform Commercial Building Codes.
6. All work shall be in accordance with the current Occupational Safety and Health Administration codes.
7. All work shall be in accordance with the current Safety Codes Commission of the Commonwealth of Virginia rules, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia.
8. Grounding and Bonding for Electrical Systems will conform to NEC, local code, and be designed for compliance with BICSI 2003 TDDM 10th Edition.
9. All metallic conduit, boxes, and enclosures shall be permanently and effectively grounded in accordance with NEC. Metallic enclosures containing active equipment shall be grounded with due regard for minimization of electrical noise.
10. Structured Cabling work must be ANSI/TIA/EIA-568-B and TIA-569 compliant for all materials, labor, installation methods and practices.
11. All materials installed above ceiling shall be Plenum rated.
12. Outlet/connectors must comply with ANSI/TIA/EIA-568-B.

13. Unshielded Twist and Pair (UTP) outlet/connectors must be UL 1863 listed, non-keyed, 8 pin modular, constructed of high impact rated thermoplastic housing and must be third party verified and comply with ANSI/TIA/EIA-568-B.
14. Outlet/connectors provided for UTP cabling must meet or exceed the requirements for the cable provided.
15. Outlet/connectors must be terminated using a 110-style IDC 24 port circuit board, color-coded for T568B wiring only.
16. Each outlet/connector must be wired for T568B.
17. All data cabinets and racks must be Middle Atlantic brand or NNPS approved equivalent, bolted to the floor or wall, and grounded per manufacturer specifications.
18. All cabinets and racks must be positioned to provide full functionality and serviceability with the smallest possible footprint.
 - a. Locations will be approved by NNPS prior to any data rack being bolted in place.
 - b. There must be a minimum of two- and one-half feet distance between the data cabinets/ racks and walls or existing equipment.
19. All backboards must be $\frac{3}{4}$ " fire coded plywood and painted to match wall color.
20. All cables must be installed so as to be fully concealed within ceilings, walls, and columns; and fished into modular furniture as required.
 - a. All work area telecommunications outlets/connectors must be in flush mounted faceplates
21. Data/power poles must be used only when there is no other feasible method of routing and concealing cables.
 - a. Where it is not practicable to fish walls or otherwise conceal cable in ceilings and walls the Contractor may use a Category 5e/6/6e compliant surface raceway system and matching surface-mount outlet box, if applicable.
 - b. Any poles or surface raceway systems installed by the Contractor must be approved in advance by NNPS to ensure that it is compatible with space plans and office décor.
22. Cable support hardware installed above suspended ceilings may not be mounted on or in any way supported by the ceiling grid, panels, support channels, or vertical ceiling supports such as ceiling support wires or rods.
 - a. All cables routed above ceilings must be suspended in keeping with all applicable standards and supported within conduit, cable tray, "J" hooks, or functionally equivalent open-top support systems.
 - b. Cables must not sag more than 12" between cable supports.
 - c. Cables must be loosely bundled and follow hallways and common areas and be installed in keeping with ANSI/TIA/EIA-568-B, Commercial Building Standard for Telecommunications Pathways and Spaces.
 - d. ANSI/TIA/EIA-568-B, Commercial Building Standard for Telecommunications Pathways and Spaces standards for spacing, routing, and cable sag must be followed and be in compliant with all applicable building codes.
23. All data cables and patch cables installed in a Category 5e, Category 6, and Category 6e installations must be certified as such.
 - a. Splices, kinks, twists, and defects of any nature will not be accepted by NNPS and the Contractor must, at its own expense, replace any section of cable identified by NNPS.
24. All end device data connectors must be installed in Leviton single or double gang (as required by electrical box) wall plate with designation labels.
25. All cables must be labeled using mechanically generated labels at each end in two places, 12 inches apart starting at two inches from the sheath end.
26. All cables in the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) are to have a ten-foot service loop in proper service loop management devices as described in the Labeling and Service Loop section.
27. Twelve strand multi-mode or single-mode fiber cable shall be pulled between the MDF and each IDF for the backbone uplinks.
 - a. Fibers are to be terminated in fiber distribution panels with four feet of fiber cable from the strain relief to the connectors.
 - b. For existing fiber trays system straight tip (ST) type connectors are to be used.
 - c. For all new fiber tray systems local connector (LC) type connectors are to be used.
28. All exposed cables below the ceiling line must be enclosed in conduit or raceway. Except in the case of data racks, where minimal openings will be made in the ceiling tile and cables will be run neatly bundled to the interior of data rack via a ladder rack when needed.

29. Electrical boxes mounted flush in the wall will either be mounted at 18 inches or 40 inches AFF as specified by NNPS.
 - a. Single gang boxes will have a one- and one-half inch conduit stubbed in for wire management and terminated above ceiling line with proper bushing
 - b. Double gang boxes will have two one- and one-half inch conduit stubbed in for wire management and terminate above ceiling line with proper bushing.
 - c. All surface electrical boxes mounted on a concrete type surface will be secured with concrete type anchor bolts.
 - d. All surface electrical boxes mounted on a gypsum type surface will be secured with toggle type bolts.
30. Raceways, where used on block, must be mechanically fastened with three devices (top, middle, and bottom) that fully penetrate into the block cell or one inch to one and one quarter inch deep if solid.
31. Bushings must be installed on all conduit stub outs, conduits, and sleeves.
 - a. Conduit traversing a firewall, or in any other instance where devices transit a firewall, the Contractor must meet all codes and requirements for proper fire-stop materials and methods
32. Contractor must provide warranty documentation for all network components. Contractor must specify the terms and conditions of warranty support. On acceptance, Contractor will provide itemized "Packing List" of all components installed including serial #'s and date of acceptance to satisfy all manufacturer requirements for warranty.

D. *ROOM DATA DROP TYPES*

1. **Student data drops must be installed in each classroom and will consist of:**
 - a. One single gang box
 - (1) If an existing conduit and electrical box is installed/available and with approval from NNPS then existing equipment may be used by the Contractor.
 - (2) Where conduit and boxes do not exist, a new single gang box will be installed 18 inches AEF, unless otherwise specified by NNPS, and raceway will be installed as described in the Cable Plant Requirement section.
 - (3) Room data drops must have a five-foot service loop secured with a single "j" hook above the ceiling line over the conduit or raceway and secured with a single tie strap.
 - (4) All horizontal cables will originate from the DF to designated locations and approved by NNPS within the classroom.
 - b. Five enhanced Category 5e, Category 6, and Category 6e data drops in a single gang box terminated with a blue Leviton snap-in jack in a Leviton quick-port wall plate with designation labels.
2. **System Integration (SI) Panels must be installed in each classroom and will consist of:**
 - a. One double gang box,
 - (1) If an existing conduit and electrical box is installed/available and with approval from NNPS then existing equipment may be used by the Contractor.
 - (2) Where conduit and boxes do not exist, a new double gang box will be installed 40 inches AEF, unless otherwise specified by NNPS, and raceway
 - (3) SI cabling must have a five-foot service loop secured with a single "j" hook above the ceiling line over the conduit or raceway and secured with a single tie strap.
 - (4) All horizontal cables will originate from the DF to designated locations and approved by NNPS within the classroom.
 - b. One enhanced Category 5e, Category 6, or Category 6e data drop terminated with a blue Leviton snap-in jack in a Leviton quick-port wall plate with designation labels.
 - c. One HDMI type connection for the classroom television/projector system
 - d. One universal serial bus connection for the classroom interactive whiteboard system
3. **Computer Lab Data Drops will consist of the following:**
 - a. Approximately 35 category 5e, 6, or 6e data drops.
 - (1) All horizontal cables will originate from the DF or Lab rack to designated locations and approved by NNPS within the lab.
 - (2) If no suitable DF is meets industry requirements then a new data rack will be installed in the lab and adhere to the requirements set forth in the Cable Plant Requirement section.

- b. Designated locations will consist of up to six enhanced Category 5e, Category 6, and Category 6e data drops terminated with a blue Leviton snap-in jack in a Leviton quick-port wall plate with designation labels.
 - (1) If an existing conduit and electrical box is installed/available and with approval from NNPS then existing equipment may be used by the Contractor.
 - (2) Where conduit and boxes do not exist, a new single gang box will be installed 18 inches AEF, unless otherwise specified by NNPS, and raceway will be installed as described in section A Cable Plant Requirements.
 - (3) Lab data drops must have a five-foot service loop secured with a single "j" hook above the ceiling line over the conduit or raceway and secured with a single tie strap.

4. Labeling and Service Loops:

- a. Contractor must follow current and addenda and revisions of TIA/EIA Administration Standard for Commercial Telecommunications Infrastructure.
- b. Labeling:
 - (1) All horizontal cables must be labeled twice on each end, twelve inches between the labels, which will start two inches from the cut sheathing using mechanically generated labels (hand written labels are not authorized).
 - (a) Labeling convention will be provided by NNPS.
 - (2) All patch panels and faceplates must be labeled using mechanically generated labels (hand written labels are not authorized) and correspond with each termination end of the data drop.
 - (a) Labeling convention will be provided by NNPS.
- c. Service Loops:
 - (1) Service loops are to be above the ceiling line where space permits.
 - (a) Locations for DF service loops will be approved in advance by NNPS.
 - (2) A minimum of five feet will be will be coiled up and tied off above the ceiling line over the conduit or raceway at the device plate for the service loop.
 - (a) Service loop will be secured with a single "j" hook and single tie strap.
 - (3) Data rack cabling will have a minimum of ten feet for a service loop.
 - (a) Cable ladder racks will be used to secure the data rack cabling down the wall and into the data rack.
 - (b) Service loop will be located above ceiling tile when possible utilizing cable tray, J hooks, or other NNPS approved methods.
 - (c) All data rack service loops hardware and installation must be approved by NNPS prior to any installation.

5. Public Address (PA) & Master Clock (CLOCK) Systems Installation and Maintenance:

- a. New installations
 - (1) Bogen Communications, Inc. products or NNPS approved equivalent. Specifications shall meet those of the Bogen Quantum Multicom IP Intercom System, Bogen Nyquist IP Intercom System, or NNPS approved equivalent.
 - (2) There shall be no changes, substitutions, or modifications to the list of equipment provided in the Quote/Project Proposal without prior approval by the District.
 - (3) All cables route back to the PA room utilizing existing cable trays and pathways.
 - (4) Cables terminated on 66 style termination blocks in the PA room and labeled in accordance with NNPS labeling standards as described in the Labeling and Service Loops sections.
 - (5) All cable runs will conform to NNPS wiring standards as described in the Cable Plant section.
 - (6) Install shielded plenum 22/2 or 22/4 speaker wire as specified by NNPS.
 - (7) Install NNPS specified ceiling mounted speakers in locations determined by NNPS.
 - (8) Speakers shall be 8 ohm with a 25-volt transformer regardless if it is a horn, baffle, or ceiling.
 - (9) Cafeterias, Kitchens, Gyms, and Auditoriums must have sufficient audio amplification to be heard clearly.
 - (10) Hallway speaker placement will ensure proper sound projection and not exceed 36'

- (11) All new wiring shall be minimum #22-gauge shielded (plenum) single pair or approved alternate for classrooms. New wiring for hallway zones, horns or any other end points Tapped over 1 Watt shall be minimum of #18 gauge shielded (plenum) single pair or approved alternate. Wiring of #18-gauge plenum shall be of different colored jacket than #22-gauge wiring. All new wiring shall be a home run from the punch block to each classroom speaker and zone. All connections are to be made inside back can of speaker or junction box. All junction boxes shall be label PA/SPK on outside of cover plate. Connections must be made using DC-100-P (Dolphin Clips) displacement connector.
- (12) Mount PA/Intercom call back buttons in Learning Cottages at a height of 54 inches AFF.
- (13) New installs should include two console phones. One should be installed at the headend and the other console should be installed in the main office. The exact location of the office console will be determined at the beginning of the installation.
- (14) New system equipment rack shall include a CD player, Bluetooth and AM/FM Tuner.
- (15) New system equipment rack shall include electronic surge protection with active automatic voltage regulation of the correct size shall be installed by vendor to protect the equipment.
- (16) Cafeterias, Kitchens, Gyms, Auditoriums, Media Center, Hallways, and outside speakers shall be wired independently of other rooms. The new system must have the ability to select these areas to receive program material. The system shall have the ability to be zoned to a minimum of 12 global zones separate from independent classroom areas.
- (17) The system shall be rack-mounted Card Cage and have the capacity to provide from 24 to 240 port communication capability per system without the need for additional electronics or hardware. The size of system will be determined during planning and walk-through. Installation shall allow for a minimum of 25% growth to accommodate future classroom expansion.
- (18) The PA system and clock controller shall be configured for network connectivity. NNPS Technology will provide IP setting information. This connectivity shall provide remote diagnoses and configuration for both systems.
- (19) Installation should include openings, cutting, coring, and patching of openings in existing building construction as required. Patching includes openings and voids left in existing construction because of the installation of the new system or demolition of the old system. Patching materials shall match existing materials in type and quality and be done in a manner to match the appearance of adjacent surfaces.
- (20) After the new systems are online and the staff using them all old PA wiring, speakers, and clocks shall be removed by the contractor.
- (21) The vendor shall furnish all equipment, accessories and material required for the installation of a comprehensive PA and Clock system in strict compliance with these specifications. Any material and/or equipment necessary for the proper operation of the system, which is not specified or described herein, shall be deemed part of this specification.
- (22) Vendor must be a Certified Reseller/Dealer/Installer of the proposed Manufacturer's products, and shall provide warranty repairs for all equipment offered. The manufacturer's representative shall provide a letter with submittals from the manufacturer of all of the major equipment stating that the manufacturer's representative is an authorized distributor. This letter shall also state the manufacturer guarantees service performance for the life of the equipment, and that there will always be an authorized distributor assigned to service the Newport News. The supplying vendor shall have attended the manufacturer's installation and service school. A certificate of this training shall be provided with the vendor's submittal.

b. Maintenance of Existing Bogen PA and Clock Systems

- (1) The vendor shall show satisfactory evidence that it maintains a fully equipped service organization capable of furnishing adequate inspection and service to new and existing systems. The selected vendor shall possess the knowledge and equipment to diagnose equipment and field wiring faults, including but not limited to Volt/Ohm meters, Impedance bridges, and cable faultfinders. The vendor shall maintain at its facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment.
- (2) The vendor must be have certified Bogen Technicians that would perform warranty repairs.

6. Installation of NNPS owned Interactive Panels

- a. The Interactive Panel:
 - (1) Mounted on a wall determined by NNPS.
 - (2) Mounting hardware and installation shall be approved by NNPS prior to any installations.
 - (3) All mounting and wiring shall be in accordance with the Cable Plant Requirement section.
 - (4) When mounting over existing boards with trays the SMART SB3-7 other NNPS approved mounting bracket shall be used.
 - (5) Shall be mounted with safety for students and staff members in mind.
 - (6) Equipment shall not be mounted in a way that poses a safety hazard to anyone.
 - (7) The mounting shall be in accordance with the manufacturer's specifications.
- b. Mounting Heights
 - (1) At no time is the contractor permitted to drill through a chalk tray.
 - (2) Mounting height shall be specified by NNPS depending on grade level.

7. Data/Power Poles

- a. Data/power poles must be used only when there is no other feasible method of routing and concealing cables.
- b. Where it is not practicable to fish walls or otherwise conceal cable in ceilings and walls the Contractor may use Category compliant surface raceway systems and matching surface-mount outlet box if applicable.
- c. Raceways, where used on block, must be mechanically fastened with three devices (top, middle, and bottom) that fully penetrate into the block cell or one inch to one and one quarter inch deep if solid.
- d. Any poles or surface-mount systems installed by the Contractor must be approved in advance by NNPS to ensure that it is compatible with space plans and office décor.

8. Grounding

- a. Grounding and bonding for electrical systems will conform to NEC, local codes, and be designed for compliance with BICSI 2003 TDDM 19th Edition requirements including TIA-607 standard and all addendums.
- b. All metallic conduit, boxes, and enclosures shall be permanently and effectively grounded in accordance with NEC. Metallic enclosures containing active equipment shall be grounded with due regard for minimization of electrical noise.

9. Fire Stopping

- a. Products may be in the form of caulk, putty, strip, sheet, or devices that shall be specifically designed to fill holes, spaces, and voids at communications penetrations. Fire stopping materials shall also provide adhesion to substrates and maintain fire and smoke seal under normal expected movements of substrates, conduits, and cables.
- b. New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire stopped where they penetrate new or existing building construction.
- c. Fire stopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables required to make up complete fire stop.
- d. Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- e. Select appropriate type or types of through penetration fire stop devices or systems appropriate for each type of communications penetration and base each selection on criteria specified herein.
- f. Selected systems shall not be less than the hourly time delay ratings for each respective fire-rated floor, wall, or other partition of building construction. Fire stop for each type of communications penetration shall conform to requirements of an independent testing laboratory design drawing or manufacturer's approved modification when used in conjunction with details shown on the drawings.
- g. Perform all necessary coordination with trades constructing floors, walls, or other partitions of building construction with respect to size and shape of each opening to be constructed and device or system approved for use in each instance.

- h. Coordinate each fire stop selection with adjacent work for dimensional or other interference and for feasibility. In areas accessible to public and other "finished" areas, fire stop systems work shall be selected, installed, and finished to the quality of adjacent surfaces of building construction being penetrated.
 - i. Use materials that have no irritating or objectionable odors when fire stopping is required in existing buildings and areas that are occupied.
 - j. Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of fire stopping. Remove combustible installation aids after fire stopping material has cured.
 - k. All fire stops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.
 - l. Additional requirements for existing penetrations are as follows:
 - (1) Existing raceways, cable trays, and cabling that penetrate existing building construction shall be fire stopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeve, and between existing conduits and existing conduit sleeve.
 - (2) Assemblies consisting of individual steel hat type restricting collars filled with intumescent type materials that completely surround communications penetration shall be used for nonmetallic raceways and cabling.
 - m. If required by inspecting authorities:
 - (1) Expose and remove fire stopping to the extent directed by inspecting authority to permit his or her inspection.
 - (2) Reinstall new fire stopping and restore work where removed for inspection.

10. Sleeves:

- a. Provide sleeves for new conduit and cable penetrations of building construction as appropriate.
 - (1) Openings to accept sleeves in new building construction will be formed in building construction by the Division's Contractor for General Construction Work.
 - (2) Use galvanized rigid conduit/intermediate metallic conduit/electrical metallic tubing/schedule 40 PVC sleeves for penetrations through exterior masonry/concrete walls and foundations, concrete floor slabs on grade and above grade, and concrete-filled decks.
 - (3) Use only fire-rated listed assemblies for the type of sleeve being installed through CMU walls or gypsum walls for communications penetrations. Sleeve type shall be galvanized rigid conduit/intermediate metallic conduit/electrical metallic tubing/schedule 40 PVC.
- b. Where conduits are installed before building construction, install sleeves loosely around conduits. Split, fit, and weld steel sleeves over existing conduits.
- c. Secure sleeves firmly in place using filling and patching materials (grout) that match with surrounding construction.
- d. In floor penetrations, extend sleeve 4" above finished floor unless noted otherwise.
- e. In wall penetrations, cut sleeves flush with wall surface and use metal escutcheon plates in finished interior areas.
- f. Seal voids between sleeves and building construction with joint sealants. Make allowances for and coordinate the work with installation of fire stopping, conduit insulation, and waterproofing, as applicable.
- g. The Contractor shall be fully responsible for final and correct location of sleeves.
- h. Sleeves, which are omitted or incorrectly located in existing building construction, shall be corrected and provided by the Contractor.

11. Penetrations of Building Surfaces

- a. Above Grade Level or Non-waterproof Areas:
 - (1) Seal each annular space between conduits or cable and building surfaces. Pack space with Oakum, other rope packing, or backer rod materials and cover with fire-resistant sealant or other protection materials.
 - (2) Provide sleeves for conduit and cable penetrations. Seal each space between conduit or cable and sleeve. Sealing shall be as specified in above paragraph.

- b. Waterproof Areas (Above and Below Grade):
 - (1) In new and existing construction for penetrations through concrete below grade, ground water level or in other waterproof areas, provide through-wall and floor seals having galvanized fittings, sealing assemblies, and sleeves.
 - (2) In existing construction when core bore drilled openings are used for conduit penetrations below grade, ground water level, or in other waterproof areas, provide sealing.
- c. Fire-resistant Areas:
 - (1) Provide through-penetration fire stop systems for penetrations through fire- rated walls, floors, and other partitions of building construction as specified in the Fire Stopping section.
 - (2) In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or device boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements.

12. Cable Trays and Supports

- a. The installation of all cabling, regardless of type and separation requirements, from the MDF to various zones throughout the facility, will use common pathway routes.
- b. All cable installations which are not supported by a cable tray or conduit system must follow the TIA/EIA standard methodology.
- c. With the exception of portable equipment, all boxes, conduits, cabinets, equipment and related wiring shall be held firmly in place and the mounting shall be plumb and square. All boxes shall be rigidly and securely mounted to building structure. All boxes shall be installed so that wiring contained in them is accessible. Install blanking devices or threaded plugs in all unused holes.
- d. Inaccessible ceiling areas, such as lock-in ceiling tiles, drywall or plaster, will not be used as distribution pathways. Should the Contractor find inaccessible ceiling areas as the only available pathway, the Contractor will notify NNPS personnel immediately for direction prior to proceeding with the cable installation.
- e. Accessible ceiling areas must have adequate and suitable space available for the distribution layout (minimum of three inches clear vertical space between ceiling tiles and distribution wiring and pathway).
- f. The design shall provide a suitable means and method for supporting cables and wires from the MDF room (and/or telecommunications closet) to the area being served. The cable will not be laid directly on the ceiling tiles or rail, except where the Division agrees that the existing architecture environment deviates from any specific requirements to meet TIA/EIA standards.
- g. The Contractor will provide cable support through the use of open-top cable supports located on 48-inch to 60-inch centers. Where large quantities of cables (50-75) are bunched together in the ceiling at a congested area, the Contractor will use multiple open-top cable supports or a special support designed to carry the additional weight.
- h. All supporting structures and enclosures that are located in an area visible to the users of the facility and supplied by the Contractor not having a standard factory paint finish shall be painted in a manner approved by the Division. Provide, as may be required, custom color and/or finish for any equipment or materials supplied which are exposed to public view. Color and finish of all such equipment or materials shall be submitted to NNPS for approval. This excludes equipment or materials where standard colors and finishes are specified herein, unless otherwise noted.

13. Inspections

- a. Contractor must implement a two-step inspection process for each phase:
 - (1) First inspection step must be completed by the Contractor's RCDD and/or project manager. The inspection must include a written certification of inspection. The contractor may fix any punch list items discovered during this phase. Written certification is presented to NNPS upon completion of inspection.
 - (2) Second inspection step will be accomplished by NNPS. NNPS will provide written notice of acceptance or notification of necessary punch list repairs. Contractor must accompany the NNPS during this inspection.
- b. Testing of UTP cables and Fiber Optic Cables:
 - (1) All UTP cabling will be tested with the WireScope 350 or Fluke DSP/DTX certified to meet and or exceed the specifications as set forth in the Link Performance Testing Specifications in the Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems, TIA/EIA TSB-67 level II, for Category 5e, Category 6, and Category 6e basic links, or TIA/EIA TSB-95 for Category 5e, Category 6, and Category 6e.

- (2) Certifications must include the following parameters for each pair of each cable installed:
 - (a) Wire map (pin to pin connectivity)
 - (b) Length (in feet)
 - (c) Attenuation
 - (d) Near End Crosstalk (NEXT)
 - (e) Far End Crosstalk (FEXT)
 - (f) ELFEXT
 - (g) Attenuation/Crosstalk Ratio (ACR)
 - (h) Return Loss
 - (i) Propagation Delay
 - (j) Delay Skew
- c. All fiber optic cables will be tested after termination
 - (1) Each cable segment will be tested using a Fluke DSP/DTX, both to determine the installed length and continuity.
 - (2) All individual fibers of each cable segment will be tested using a power meter to determine the actual loss. These readings will be taken at the 850 nm and 1300 nm windows for multimode.
 - (3) Testing will be performed in both directions.
 - (4) The final readings will be listed on the Test Results. These readings must not be higher than the “Optimal Attenuation Loss” (OAL).
 - (5) Installed lengths plus the manufacturer’s best published attenuation losses for the connector and/or splice installed on this project (0.25 for connectors and 0.10 for splices).
 - (6) The OAL must be used for comparison with the end to end power loss test results prior to acceptance by the project manager.
 - (7) Test equipment must provide an electronic and printed record of these tests. NNPS reserves the right to hire an independent testing company to spot check the test results. If the results vary more than 10% from the results provided by the Contractor, the Contractor will be required to prove his results are correct or retest the entire system.

14. Post-Installation Submittals

- a. All Data/Voice, Fiber-Optic, PA, Video, and other systems must be delivered and installed as a turnkey system unless specified by NNPS.
- b. All electronic copies for the as-built drawings are to be in AutoCAD format, version to be set by NNPS if required as well as PDF drawings.
- c. Electronic test results for each copper and fiber cable will be provided to NNPS at the completion of each job.
 - (1) All debris generated by the Contractor must be picked up and lawfully disposed of at the conclusion of each day.

E. AWARD

Award shall be made to Bidder based on the OVERALL BID TOTAL; this total will come from the sum of both “Attachment A – Labor Pricing Schedule” and Attachment B – Parts Pricing Schedule.” Bidder must provide a price for each line item in both the Labor and Parts Pricing Schedules for the bid to be considered. All parts/items quoted must be in new and unused condition.

F. SCENARIO QUOTE

There is a scenario to provide Labor and Materials in “Attachment C – Scenario Quote.” The purpose of this scenario is to determine the bidder’s ability to successfully quote projects. This will be a factor during the bid evaluation and award process. Bidders must provide pricing for the required parts and labor. Bidder must also determine any incidentals that may be required to complete the project and provide pricing for those items.

III. SPECIAL INSTRUCTIONS TO THE BIDDER

A. Issuing Office:

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

Heather Medina, VCO, VCCO

Procurement Coordinator

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4533

Fax: (757) 591-4593

Email: heather.medina@nn.k12.va.us

B. NNPS Contract Administrator:

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

William Chambers

Supervisor of Technology Operations

12511 Warwick Blvd, Suite A

Newport News, VA 23606

Phone: (757) 881-5461 x 12130

Email: william.chambers@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. Bidders of Record:

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

E. Pre-Bid Conference (Optional):

An Optional pre-bid conference will be held via the following Zoom Meeting link on **Wednesday, January 28, 2026 at 10:00 AM, Eastern Time** to answer any questions regarding this IFB.

Join the Meeting Now:

<https://nn-k12-va-us.zoom.us/j/82491351884?pwd=sMegXDTTwYnYLCaxpK2c1uRIdFfcWO.1&from=addon>

Meeting ID: 824 9135 1884

Passcode: 547634

Join by Telephone:

One tap mobile: US: +16469313860, 82491351884# or +19292056099, 82491351884#

Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Request for Proposal will be formally addressed by the issuing Office via Addenda. Attending this conference is not mandatory, but advisable.

F. Questions:

Bidders must submit questions regarding the Request for Proposal in writing to the Issuing Office to heather.medina@nn.k12.va.us no later than **Monday, February 2, 2026, 10:00 A.M. Eastern Time**. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Bidder is responsible for checking the NNPS Purchasing webpage, eVA.virginia.gov web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this IFB.

G. Changes or Modifications:

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

H. IFB Closing:

Bidder shall ensure its bid is time stamped 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 10:01AM - EST or later) will not be considered and will be returned to the Bidder unopened.

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/proposal through electronic means. All bids/proposals may be submitted electronically online via eVA using the Bidder's established eVA Supplier Account. The entire bid/proposal 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/s 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 for Bids, which will contain:
 1. OVERALL BID TOTAL cost;
 2. Original signature of an agent authorized to bind the company;
 3. Requested contact information;
 4. Company FEI/TIN number; and,
 5. Acknowledgment of any addenda on page one (1);
- b. Completed and signed anti collusion/nondiscrimination clauses on page 2;
- c. Pricing Schedules and Scenario (**Attachments A-C**);
- d. Signed Certification Regarding Debarment (**Attachment D**);
- e. Signed Certification of Compliance with Code of Virginia §22.1-296.1 (**Attachment E**);
- f. Vendor Data Form (**Attachment F**);
- g. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the Proprietary Information/Disclosure clause, Clause "C" in Section IV – General Terms and Conditions.

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

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

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

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

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

K. Notice of Award:

Any contract resulting from this IFB will be publicly posted for inspection on the eVA.virginia.gov 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 NNPS. Unless otherwise cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, in such case, NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Furthermore, NNPS reserves the right to enter into any contract deemed to be in its best interest.

M. IFB Opening:

The Bid Opening will be conducted via Zoom Meetings on February 17, 2026 at 10:15AM and any bidder wishing to attend must utilize the following link:

<https://nn-k12-va-us.zoom.us/j/89397043922?pwd=liEwIgQeGMUidhYPwPaDvGxp1qvysS.1&from=addon>

Meeting ID: 893 9704 3922

Passcode: 901733

Join by Telephone:

One tap mobile: US: +16469313860,,89397043922# or +19292056099,,89397043922#

N. Cost of Responding:

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

IV. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This solicitation, its addenda, Successful Bidder's response, 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:

1. This IFB document;
2. Any negotiated changes to the foregoing documents; and
3. Bidder's submission with Attachments A, B, and C

B. Bid Binding for One-hundred Twenty (120) Days:

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

C. Proprietary Information/Non-Disclosure:

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

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Bidder's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the 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 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.

D. Contract Modification:

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

E. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bids and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to fulfill the requirements of any contract awarded as a result of this IFB.

F. Conditions of Work:

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

G. Prime Contractor:

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

1. Successful Bidder shall act as the prime contractor for the goods and services to be provided under

contract and shall be the sole point of contact with regard to all obligations under this contract.

2. Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
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 Bidder shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

H. Subcontractors:

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

J. Antitrust:

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

K. 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 proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to a Bidder who has not signed the anti-collision/nondiscrimination statement.

L. 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. 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.

N. Hold Harmless/Indemnification:

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

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

O. Notices:

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

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

To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's 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.

P. 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 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 NNPS, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against 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.

Q. Termination Without Cause:

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

R. Termination With Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful

Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

S. Breach of Contract:

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

T. 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.

U. 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.

V. 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.

W. 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.

X. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that the NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Bidder of such occurrence and this Contract shall terminate on the last day

funds are available without penalty or expense to the NNPS of any kind whatsoever.

Y. Tax Exemption:

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

Z. Vendor's Invoices:

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

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.

AA. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with the 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 contractor 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.

BB. 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.

CC. 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.

DD. 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, the 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 the 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 the NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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

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

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

- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration

Building 12465 Warwick

Blvd.

Newport News, Virginia

23606 Tel: (757)591-4513

Kimberly Powell, Accounting Supervisor

Kimberly.powell@nn.k12.va.us

FF. Audits:

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

GG. 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.

HH. Notice of Award:

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

II. Award:

NNPS intends to award a contract to a fully qualified Bidder 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 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.

JJ. Disposition of BIDS:

All materials submitted in response to this IFB 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 IFB.

V. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

The contract term shall be for (1) one year from the latest date of signature or until the completion of the project.

B. Contract Extension:

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

C. Time is of the Essence

Time is of the essence in this Contract. Contractor 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 Contractor and may sustain substantial losses by reason of untimely performance.

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the contract and no later than ten (10) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to NNPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the NNPS or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE NNPS SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE NNPS 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

Workers' Compensation
Automobile Liability
Commercial General Liability,

Limits

Statutory
\$1,000,000 Combined Single Limit
\$1,000,000 Combined Single Limit including
Contractual Liability and Products and Completed
Operations Coverage, Including Copyright
Infringement
\$5,000,000

Umbrella/Excess Liability

5. The establishment of minimum limits of insurance by NNPS does not reduce nor limit the liability or responsibilities of the Contractor.

E. Bonds:

Unless otherwise noted, all surety documents required herein shall be received and approved by NNPS prior to beginning work under the contract and no later than five (5) days after issuance of the "Notice of Award" for this IFB. Each of the required bonds shall be payable to the NNPS. Bonds shall be executed by one or more surety companies selected by Bidder which are legally authorized to issue bond and do business in the Commonwealth of Virginia. With the exception of any required Bid Bond, each of the above bonds shall be maintained through the term of the contract and any extensions.

***Note in accordance with §2.2-4338, alternative forms of security in lieu of a proposal, performance, or payment bond, an bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond. If approved by the School Board attorney in advance and prior to submitting a proposal, an bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the proposal, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.**

Bid Bond

Each Bidder shall submit with its bid that is \$100,000.00 or more, an original bid bond from a surety company selected by the Bidder that is authorized to do business in Virginia, or cashier's check, payable to Newport News Public Schools equal to five percent (5%) of the total bid price. The Bid Bond is a guarantee that if the contract is awarded to the Bidder, the Bidder will enter into the contract for the work mentioned in the proposal.

Performance and Payment Bonds

Successful Bidder shall furnish to NNPS a payment bond and a performance bond each equal to one hundred percent (100%) of the Contract price and each payable to Newport News Public Schools before any agreement is approved and issued if the Project assigned to the Successful Bidder is \$500,000.00 or more. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.

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 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 Contractor shall, upon written demand by NNPS, 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. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

G. Copyright/Patent Indemnity:

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

H. 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 delivered time: **30** 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 NNPS' 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.

N. 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.

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.

Attachment A

IFB 016-0-2026/HM Network Wiring & Related Services

Labor Rates

*****NOTE: Pricing Sheet will be a separate attachment in Excel file format, the table below is for viewing purposes only*****

*****NOTE: Attachment A must be submitted with bid response*****

PRICES: shall be in the form of a firm fixed unit price for each item during the contract term.

LOT 1

LABOR RATES

LINE ITEM	DESCRIPTION	UOM	PRICE
1	Installation, termination and testing of Fiber Optic Cabling, excluding cost of incidental materials (connectors, faceplates, "J" hooks, cable ties, cable routing hardware, patch cords, wire managers, etc) per hour	HOUR	
2	Installation, termination and testing of Category 5e, 6, or 6e cabling, excluding cost of incidental materials (jacks, faceplates, "J" hooks, cable ties, cable routing hardware, patch cords, jumper wire, wire managers, etc.) per hour	HOUR	
3	Installation, termination and testing of RF equipment excluding cost of incidental materials (module jacks, faceplates "J" hooks, cable ties, cable routing hardware, patch cords, jumper wire, wire managers, etc.) per hour	HOUR	
4	Removal, transport, installation, and testing of NNPS owned Interactive White Boards and Projectors per hour.	HOUR	

Attachment B

IFB 016-0-2026/HM Network Wiring & Related Services

Parts Pricing

NOTE: Pricing Sheet will be a separate attachment in Excel file format, the example shown below is for viewing purposes only

NOTE: Attachment B must be submitted with bid response

ATTACHMENT B: PARTS PRICING			
LOT 2			
PRICES: shall be in the form of a firm fixed unit price for each item during the contract term.			
Equipment Pricing			
LINE ITEM	Description	UOM	PRICE
1	1000' Spool Superior Essex Marathon LAN Cat5e CMP (plenum) cable Part # 51-241-28	FOOT	
2	1000' Spool Superior Essex Marathon LAN Cat5e CMR (non-plenum) cable Part # 51-240-25	FOOT	
3	1000' Spool Superior Essex Series 77 Cat 6 CMP (plenum) cable Part # 77-240-2B	FOOT	
4	1000' Spool Superior Essex Series 77 Cat 6 CMR (non-plenum) cable Part # 77-240-2A	FOOT	
5	1000' Spool Superior Essex RG-6 Coax 80% Shielded CMP (plenum) cable Part # 78-16C-91	FOOT	
6	1000' Spool Superior Essex Trunk cable, Voice Backbone, Cat3 25 pair CMR (plenum) Part # 18-475-36	FOOT	
7	1000' Spool Corning Part # 012S88-33190-29 MIC Plenum Rated Cable, 12-Fiber multimode with laser-optimized Pretrium-550 50 μ m fiber. Must comply with Laser Multimode Fiber specifications in ANSI/EIA/TIA/492AAAC, OM3 Specifications in ISO/IEC 11801 2 nd edition, and EN50173 2 nd Edition.	FOOT	
8	1000' Spool Corning Part # 012S88-33180-29 MIC Plenum Rated Cable, 12-Fiber multimode with laser-optimized Pretrium-300 50 μ m fiber orange jacket, Must comply with Laser Multimode Fiber specifications in ANSI/EIA/TIA/492AAAC, OM3 Specifications in ISO/IEC 11801 2 nd edition, and EN50173 2 nd Edition.	FOOT	
9	1000' Spool Corning Part # 012k88-33130-29 Plenum Rated Cable, 12-Fiber multimode 62.5, orange jacket Must comply with Laser Multimode Fiber specifications in ANSI/EIA/TIA/492AAAC, OM3 Specifications in ISO/IEC 11801 2 nd edition, and EN50173 2 nd Edition.	FOOT	
10	1000' Spool Corning Part # 012E88-33131-29 MIC Plenum Rated Cable, 12-Fiber singlemode (OS2)	FOOT	
11	1000' Spool TF Trunk Cable RG-11 Superior ESSEX RG11 Plenum	FOOT	
12	1000' Spool of 18/2 Stranded Non-shielded Plenum cable (PTZ security camera cabling, security, speaker) TAPPAN Wire Part# 1880AB2/CMP	FOOT	
13	1000' Spool of 22/2c Stranded Shld Plenum TAPPAN Wire Part# 2280AB2M/CMP	FOOT	
14	1000' Spool Plenum-rated innerduct (duct only) 1"	FOOT	
15	1000' Spool Plenum-rated innerduct (duct only) 1 1/4"	FOOT	
16	1000' Spool Plenum-rated innerduct (duct only) 2"	FOOT	
17	1000' Spool Riser-rated innerduct (duct only) 1"	FOOT	
18	1000' Spool Riser-rated innerduct (duct only) 1 1/4"	FOOT	
19	1000' Spool Riser-rated innerduct (duct only) 2"	FOOT	

Attachment C

IFB 016-0-2026/HM Network Wiring & Related Services

Scenario Quote – PA, Clock and Data for a Sample School

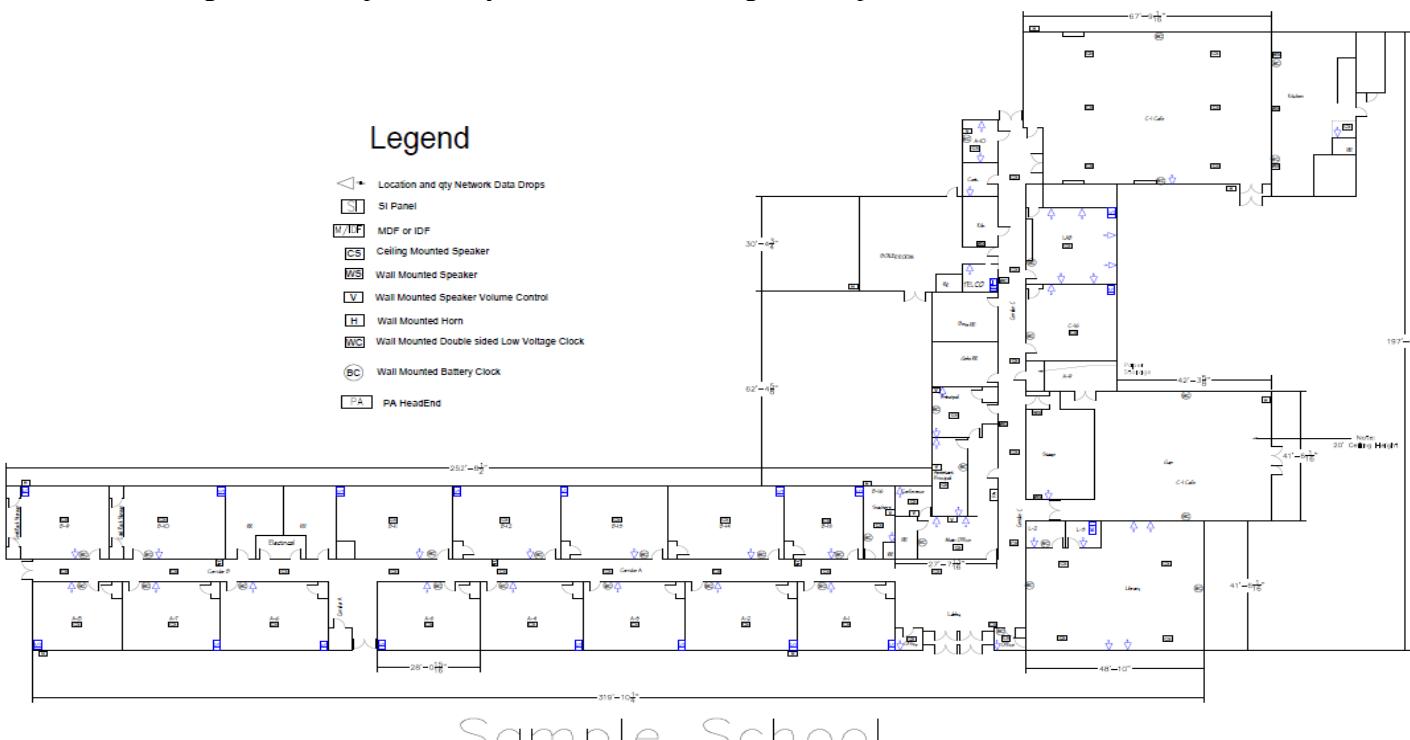
NOTE: Attachment C must be submitted with bid response

Bidder to provide a quote and a scope of work to install a turnkey PA System, Master Clock System, and CAT6 network drops as shown on the drawing. The quote should be completed per the bid's Scope of Work and include pricing based on the parts attachment (**Attachment B**). The quote must be broken down into the following sections:

- Scope of Work
- Parts and material cost
- Labor cost (to include total amount of hours and rate(s) used)
- Administrative cost (detailed costs)
- Total cost of project

Project Assumptions:

- Contractor to provide the rack to house the PA/Clock headend
- Network cabling will be terminated on new patch panels provided by the contractor in existing MDF and IDF racks
- Network drops will require the installation of latch duct raceway and Wiremold boxes at each location
- No metal conduit work will be required
- NNPS will be responsible for installing patch cables between patch panels and switches
- Jobsite parking within proximity of the school
- Secure space will be provided in the gym for storage and staging
- Clear and easy access will be provided
- Contractor will clean up daily
- All ceilings are 2'x4' drop ceiling tiles
- New ceiling tiles will be provided by NNPS for new ceiling mount speaker install



Attachment D

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 E

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

I, _____, a duly authorized representative and officer of _____
- _____, 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 F

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