



Invitation for Bids

Newport News Public Schools

ISSUING OFFICE:

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

DATE: January 21, 2026

Attention of Bidder is directed to the
Code of Virginia, § 2.2-4367 to § 2.2-4377
Ethics in Public Contracting

ELECTRONIC BIDS: All bids may be submitted electronically online via eVA until the Opening Date and Time specified in this solicitation, including any addenda issued by this office, using the Bidder's established eVA Supplier Account. 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 difficulties or heavy electronic transmission traffic at the last minute. All inquiries for information regarding this IFB should be directed to John Pack Jr. at john.pack@nn.k12.va.us or (757) 591-4500 extension 10755. **Bids for this solicitation are required to be submitted through eVA. Only Bids submitted through eVA will be accepted.**

COMMODITY: Tires

NIGP CODE(S): 86310, 86305, 86307, 86365, 86330, 92882

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

IFB ITEM NO. 020-0-2026/JP
CONTRACTING OFFICER John Pack Jr.
OPENING ON DATE: February 25, 2026 TIME: 2:00 PM EST
PRE-BID CONFERENCE -- Optional -- DATE: February 04, 2026 TIME: 01:00 PM EST
THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREINAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR BIDS, ANY ADDENDA, BIDDER'S BID, AND NEGOTATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

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

DESCRIPTION OF GOODS/SERVICES

New and Retreaded Tires

BID TOTAL: \$ _____ **USD**

Delivery: (earliest firm delivery or performance date)
This date may be a factor in making an award.

Payment
Terms

Delivery
Lead Time

ACKNOWLEDGE RECEIPT OF ADDENDUM (as applicable): #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTAION MAY RESULT IN BID REJECTION.

Authorized Agent:

Signature

Type or Print Name

Type or Print Title

Company FEIN/TIN#
IFB #020-0-2026/JP

Phone Number

Fax Number

Email Address

SPECIFIC LEGAL REQUIREMENTS

ANTICOLLUSION:

In the preparation and submission of this bid, said bidder did not either directly or indirectly enter into any combination or arrangement with any person or persons, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman act (15 U.S.C. section 1), sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the *Code of Virginia*. The undersigned Bidder hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid.

DRUG-FREE WORKPLACE:

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

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER SHALL BE PROHIBITED:

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

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

Authorized Agent:

	_____ Signature	_____ Type or Print Name	_____ Type or Print Title
_____ Company FEIN/TIN#	_____ Phone Number	_____ Fax Number	_____ Email Address

Bidder's State Corporation Commission Identification Number: _____

Is Bidder a "minority" business? ☐ Yes ☐ No *If Yes, please indicate the "minority" classification below:*

Minority classification: ☐ African American ☐ Hispanic American ☐ Native American ☐ Asian American ☐ Eskimo ☐ Aleut
☐ Other; Please Explain: _____

Is Bidder a Small Business? ☐ Yes ☐ No Is Bidder Woman Owned? ☐ Yes ☐ No

Is Bidder a Service Disabled Veteran? ☐ Yes ☐ No Is Bidder a Service Disabled Veteran Business? ☐ Yes ☐ No

Is Bidder a Faith-Based Organization? ☐ Yes ☐ No

Table of Contents

I.	PURPOSE	4
II.	BACKGROUND	4
III.	STATEMENT OF NEEDS.....	4
IV.	SPECIAL INSTRUCTIONS TO THE BIDDER.....	7
V.	EVALUATION AND AWARD CRITERIA	10
VI.	GENERAL TERMS AND CONDITIONS	11
VII.	SPECIAL TERMS AND CONDITIONS	20

A. ATTACHMENTS:

- A. Certification Regarding Debarment
- B. Bidder Data and Reference Sheet
- C. Pricing Schedule
- D. List of Service Location(s) Serving NNPS

B. The following attachments shall be submitted as part of your IFB response submission:

- Attachment A – Certification Regarding Debarment
- Attachment B – Bidder Data and Reference Sheet
- Attachment C – Pricing Schedule
- Attachment D – List of Service Location(s) Serving NNPS

I. PURPOSE

The purpose of this IFB is to solicit sealed bids from qualified bidders to provide New and Retreaded Tires to the NNPS School Division.

II. BACKGROUND

Newport News Public Schools is the ninth largest school district in the Commonwealth of Virginia. NNPS is an urban school system educating approximately 29,786 students in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, and 1 middle/high combination school. NNPS also provides programs for at-risk students in addition to special education programs. A listing of all NNPS locations may be accessed via the official website at <https://sbo.nn.k12.va.us/schools>. NNPS employs approximately 4,688 employees in a variety of educational, leadership, professional, technical, clerical, service, maintenance, and support positions.

III. STATEMENT OF NEEDS

A. Overview of Requirements:

1. Scope of Work
 - a. Newport News Public Schools (NNPS) is seeking to solicit sealed bids from responsive and responsible bidders to establish a firm, fixed price contract with a responsive, responsible bidder for new/retreaded tires for Newport News Public Schools. Subsequent orders may be requested on an as-needed basis. New tires must be delivered within twenty-four (24) hours of subsequent order, and retreaded tires must be available for delivery within a reasonable time (preferably less than 3 weeks) from tire pick-up.
2. Pricing
 - a. Pricing for the requested items under this contract must be provided to NNPS in the format of the table in Attachment "C" Pricing Schedule. Additional pricing details may be submitted as a supplement to Attachment C. NNPS anticipates awarding a contract to more than one bidder to ensure a continual, adequate, and available timely supply of product.
 - b. A completed copy of Bidder's bid submission, including Attachment "A", Attachment "B", Attachment "C", and Attachment "D", is to be completed and shall be submitted electronically via eVA. Failure to submit an electronic copy of bid, including all required attachments, may result in Bidder being declared non-responsive.
3. Use of Brand Names
 - a. 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 NNPS 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 non-responsive. 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.
4. Award
 - a. Award shall be based on the lowest Total Extended Unit Price per pricing schedule lot. In the event of discrepancies, unit price shall prevail. In the event of discrepancies between eVA direct number entry bid submission (a.k.a. eVA pricing schedule grid) and eVA bid document upload submission, the document upload submission shall prevail.

5. Requirements Contract

- a. During the contract term, and any/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 expectation of NNPS. The quantities indicated are an estimate only and NNPS is under no obligation to the contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. 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.

B. Specific Requirements:

1. All tires shall be "Brand Name" tires stocked directly from manufacturer. Bidder shall be a manufacturer or authorized dealer/distributor of items quoted. "On-road" tires must be manufactured in the United States; for the purposes of this IFB, "on-road" tires are defined as "any vehicle/equipment that is licensed by the Commonwealth of Virginia and will travel public roadways" (i.e. cars, trucks, school buses, trailers, etc.).
 - a. Tires shall adhere to, and must meet or exceed, Department of Transportation (DOT) standards and must be marked accordingly.
 - b. Department of Transportation (DOT) date stamp on each tire shall indicate that the tire received has been manufactured within twelve (12) months prior to delivery to the NNPS Transportation Department. Tires older than twelve (12) months may be rejected at the discretion of the contract administrator.
 - c. Bidder shall provide detailed specifications documentation for each tire offered.
 - d. Bidder shall deliver tires of the sizes awarded within twenty-four (24) hours of order placement. Failure of Contractor to meet delivery requirement may result in NNPS pursuing the option to purchase items from other available sources. The Contractor may be held responsible for any higher price differential.
 - e. Tires shall be delivered to the NNPS Transportation Department located at 12571 Patrick Henry Drive, Newport News, VA 23602. Deliveries will be accepted Monday through Friday, exclusive of holidays, between 5:00 a.m. and 5:00 p.m.
 - f. Contractor shall provide and support manufacturer's warranty if the tire becomes unserviceable for a reason other than:
 - i. Road hazard (e.g. cut, snag, bruise, impact, or puncture).
 - ii. Apparent improper inflation.
 - iii. Wheel misalignment.
 - iv. Tire/wheel assembly imbalance.
 - v. Damage caused by abuse, curbing, collision, racing, accident, fire objection rub, vandalism, intentional alteration to change appearance.
 - vi. Tread wear-out (e.g. when the tread is worn down to 2/32nds of an inch, the tire is worn out, and this warranty ends)Tires shall be replaced with an equivalent new tire without charge within twelve (12) months of installation date or during the tire's first 25% of tread-wear, at the contract administrator's discretion. NNPS will provide proof of date of purchase. Mounting and balancing charges shall be borne by the Contractor. After the replacement period, NNPS will be charged for the percent of original, useable, tread worn off the adjustable tire. NNPS will be responsible for any charges for mounting and balancing. To determine the replacement cost, the percent of usable tread worn off the adjustable tire is multiplied by the current predetermined price as established by this contract for tires.
 - g. In the event that a specified tire becomes obsolete, the bidder shall be required to buy back the unused obsolete tire(s) at the original purchase price.
 - h. All products offered and furnished shall be new, unused, and a standard first-quality product.
 - i. NNPS ordering departments shall be notified immediately of the due dates for any non-stock items and shall also be notified of the anticipated delivery dates.
 - j. NNPS shall not be charged for returned items.
 - k. Bidder shall specify brand quoted on pricing schedule.
 - l. NNPS reserves the right to request additional information, as required, at no extra cost.
 - m. In all instances, the Contractor shall prepare a Sales/Delivery Ticket with each delivery; ticket is to be signed by NNPS representative. The Contractor's Sales/Delivery Ticket shall contain the following information:
 - i. Contractor's Name.
 - ii. Purchase Order Number.

- iii. Itemized list of supplies furnished.
- iv. Quantity, unit price, and extension price of each item, and total value. Applicable trade discounts in accordance with the contract must be shown in the calculation.
- v. Name of authorized representative ordering the supplies.
- vi. Invoiced to Newport News Public Schools.
- n. Contractor shall submit a summary invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the Bill-to address shown on the Purchase Order. The invoice must be accompanied by a copy of each signed Sales/Delivery Ticket. Invoices must reference the applicable Purchase Order number.
- o. NNPS reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. NNPS and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.
- p. Retreading: Manufacturing processes shall be provided in writing in accordance with the following criteria:
 - i. ISO retreaders should meet the internationally recognized, world class quality management standards contained in ISO 9001:2000 and provide a copy of certification prior to award.
 - ii. Only pre-cured tread rubber may be used.
 - iii. All retreads shall be built with the correct tread width in accordance with new tire manufacturer's specifications. Contractor shall supply a copy of a Tire Facts manual or equivalent to NNPS.
 - iv. Retread process must include Shearography before retreading.
 - v. Contractor shall submit warranty information with bid submittal.
 - vi. Assure that each tire size be retread with the exact same tread pattern as each other (e.g. all 11r22.5 tires, regardless of original manufacturer, be fitted with the exact same tread pattern. Retread pattern need not be identical to original new tire tread patterns but must be the same for all retreaded tires.).
 - vii. Retread casing shall be picked up from NNPS Transportation, located at 12571 Patrick Henry Drive, Newport News, VA 23602, by the vendor and returned within a reasonable amount of time, preferably less than 3 weeks. A detailed list of tire casings picked up will be provided at time of pick up. Accurate records of all retread tires, including any that are repaired, unusable, and disposed of, shall be provided on a monthly basis.
 - viii. Vendor must have the ability to store overstock retreads until requested by NNPS.
- q. Disposal: Contractor shall follow all appropriate rules and regulations established by state or local law/ordinances, as applicable, for tire disposal.

C. Standard Requirements:

As applicable to the contracted scope of work:

1. **Parking Policy:** Contractor shall be responsible for any damage to turf, drainage structure, buildings, or equipment due to driving or parking in non-designated parking spaces.
2. **Sidewalk Policy:** Contractors shall not park on the sidewalks.
3. **Traffic Control:** The Contractor shall coordinate with NNPS where roadways must be blocked or where vehicular traffic must be restricted during the performance of contracted services.
4. **Uniforms:** All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate NNPS approved attire at all times to designate their affiliation with the Contractor.
5. **Check-in and Out Procedure:** During NNPS' normal working hours, the Contractor personnel shall check-in and out with a building contact person.
6. **Duty to Protect Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
7. **Disposal of Debris:** The Contractor shall transport all waste off NNPS property and dispose of it in a manner that complies with Federal, State, and local requirements unless otherwise indicated by NNPS.
8. **Tobacco Policy:** NNPS has a strict no tobacco use policy on NNPS premises, to include cigarettes, cigarillos, cigars, e-cigarettes, vapes, dip, chew, pouches, etc.
9. **Purchasing Documentation:**

- a. All orders picked up or delivered shall be accompanied by a receipt or packing slip indicating the date of sale, sales order number, and items/quantities received, and NNPS Purchase Order number if paying by PO. A separate packing slip must be provided for each delivery and separate receipt must be provided for each sales transaction whether paying by credit card or purchase order. No back-orders shall be allowed, except as agreed to in advance by NNPS.
 - b. Invoices for items ordered and delivered shall be submitted by the Contractor directly to the payment address shown on the Contract or Purchase Order. Invoices for PO sales shall be submitted on a monthly basis during the first week of each month unless otherwise agreed upon by the Contractor and NNPS, and shall indicate the receipt or packing slip numbers, items and quantities received, date items were received, and verifiable pricing information including commodity, catalogue number, list price, discount, and discounted price. Invoices shall specify the NNPS Purchase Order number, and associate purchase order line items with invoice line items. Invoices shall also show the NNPS remit-to address.
 - c. All buying shall be done by the approved personnel identified in advance by NNPS if not utilizing a procurement credit card for immediate payment. NNPS shall not be responsible for any invoiceable purchases made by unauthorized personnel. Contractor shall require a legible signature from all NNPS personnel on invoiced orders picked up or delivered.
 - d. Contractor shall indicate pricing and expected delivery date at time of order.
 - e. NNPS reserves the right to request supporting documentation on discounts, service charges, tariffs, or other pricing provided by the Contractor at any time during the contract period.
10. **Tariffs:** NNPS may accept tariff increases, however, the vendor must show evidence that the increase is due to tariffs, and that no increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported. Contractor shall provide NNPS with advance notice of increase for approval before invoice(s) are submitted.

IV. SPECIAL INSTRUCTIONS TO THE BIDDER

A. Definitions:

1. Issuing Office:

Wherever used in this IFB, Issuing Office will be:

John Pack Jr., *Senior Procurement Specialist*

Newport News Public Schools

Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4500 extension 10755

Fax: (757) 591-4593

Email: john.pack@nn.k12.va.us

2. Contract Administrator:

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

Samuel Corson, *Bus and Auto Maintenance Manager*

Newport News Public Schools

Transportation

12571 Patrick Henry Drive

Newport News, VA 23602

Phone: (757) 881-5052 ext. 13119

Email: samuel.corson@nn.k12.va.us

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

1. 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 Agent.

C. Bidders of Record:

1. Bidders receiving a copy of this IFB from a source other than the Issuing Office via <https://eva.virginia.gov> must register for a Supplier Account on the eVA platform and navigate to this solicitation's posting to subscribe to update notifications for any addenda to the IFB.

D. Pre-Bid Conference:

1. The pre-bid conference for this Invitation for Bids is **Optional** and will be held **Virtually** on **February 04, 2026** at **01:00 PM EST** to answer any questions regarding this IFB.
2. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the IFB will be formally addressed by the Issuing Office via addenda. All questions, including those raised verbally during the conference, shall be submitted in writing to the Issuing Office in writing no later than the deadline provided in the Questions section of this IFB.
3. The virtual meeting information for the pre-bid conference is provided below:
 - a. Topic: Pre-Bid Conference – New and Retreaded Tires
 - b. Time: February 04, 2026 01:00 PM EST Eastern Time (US and Canada)
 - c. Join Meeting Link: <https://nn-k12-va-us.zoom.us/j/88006692308?pwd=6BNjbsSlEvIBH6d5mzRZ9XqE9oNwXO.1>
 - d. Meeting ID: 880 0669 2308
 - e. Meeting Passcode: 02002026
 - f. One Tap Mobile: +16469313860,,88006692308# US | +19292056099,,88006692308# US (New York)
 - g. Join Instructions Link: <https://nn-k12-va-us.zoom.us/join>

E. Questions:

1. Bidders must submit questions regarding this IFB in writing to the Issuing Office at john.pack@nn.k12.va.us no later than **10:00 AM EST** on **February 06, 2026**. Necessary replies will be issued to all Bidders of record as addenda that will become part of the Contract Documents. Oral instructions do not form a part of the Bid, IFB, or Contract Documents. Bidder is responsible for checking the <https://eva.virginia.gov> website or contacting the Issuing Office within 48 hours prior to IFB opening to secure any addenda issued for this IFB.

F. Changes or Modifications:

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

G. IFB Opening:

1. Bidder shall ensure its Bid is time stamped by the Issuing Office (or eVA for electronic submissions) no later than the Opening Date and Time shown on the cover page of this IFB. Bids received after the specified date and time (time stamped 2:01 PM EST or later) will not be considered and will be returned to the Bidder unopened.
2. An **optional** public bid opening will be held **virtually** at the bid opening date and time specified in this Invitation for Bids. Any bidder wishing to attend shall utilize the following link to attend:
 - a. Topic: Pre-Bid Conference – New and Retreaded Tires
 - b. Time: February 25, 2026 02:00 PM EST Eastern Time (US and Canada)
 - c. Join Meeting Link: <https://nn-k12-va-us.zoom.us/j/89201429322?pwd=Espg4aqAu6rGIhHbtf1rzrtfWuvVF.1>
 - d. Meeting ID: 892 0142 9322

- d. Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading documents. In the event of technical difficulties, suppliers should contact the eVA Customer Care Team at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.
4. Bidders may quote contents from the IFB in their Bid; however, in the event of a discrepancy between quoted contents from the IFB (including subsequent attachments or addenda) and the IFB language incorporated in the Bidder's Bid, the language in the official IFB publication (including subsequent attachments or addenda) shall prevail.
5. NNPS is exercising its right to require all Bids to be submitted electronically for this solicitation. **Bids must be submitted electronically through eVA. Bids received by telephone, telegraph, facsimile, email, physical mail, or any other means of electronic or paper transfer outside of eVA will not be accepted.**

V. EVALUATION AND AWARD CRITERIA

A. Important Information:

1. The Bidder with the lowest price is not guaranteed award of this Contract. NNPS may cancel this IFB or reject bids at any time prior to an award and is not required to furnish a statement of the reason(s) why a particular quote was not deemed to be the most advantageous (*Code of Virginia* § 2.2-4359D). All quotes, detailed product specification sheets, and any other applicable attachments shall be submitted with your bid. Estimated delivery time and applicable delivery charges and any exceptions/alternatives will also be considered.

B. Bid Evaluation:

1. Pricing:
 - a. Pricing for the requested items under this Contract must be provided to NNPS in the format of the table in the pricing schedule attachment. Additional pricing details may be submitted as a supplement to the pricing schedule. NNPS anticipates awarding a contract to more than one bidder to ensure a continual, adequate, and available timely supply of product.
 - b. A completed copy of Bidder's bid submission, including the pricing schedule attachment, is to be completed and submitted electronically via eVA. Failure to submit an electronic copy of bid may result in Bidder being declared non-responsive. In the event a pricing schedule grid is posted in eVA for electronic completion, the pricing schedule attachment document shall also be completed and submitted. Failure to submit the pricing schedule attachment and only completing the eVA grid items may result in Bidder being declared non-responsive.
2. Use of Brand Names:
 - a. 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, will 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 NNPS 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 non-responsive. 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 this solicitation.

C. Award:

1. Award shall be based on the lowest Total Extended Unit Price per pricing schedule lot. In the event of discrepancies, unit price shall prevail. In the event of discrepancies between eVA direct number entry bid submission (a.k.a. eVA pricing schedule grid) and eVA bid document upload submission, the document upload submission shall prevail.

D. Contract Type:

1. During the contract term, and any/all extensions, the Contractor shall provide the goods/services described in the Contract. The Contractor understands and agrees that this is a requirements term contract. Any quantities that are included in the scope of work reflect the current expectation of NNPS. The quantities indicated are an estimate only and NNPS is under no obligation to the Contractor to buy any amount of the goods/services as a result of having provided this estimate or of having any typical or measurable requirement in the past. 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. For requirements contracts, NNPS shall have no obligation to the Contractor if no goods/services are required.

E. Presentation/Demonstration:

1. If in NNPS' opinion, vendor presentations are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration shall be at a NNPS site at a date and time mutually agreed to between NNPS and Bidder and shall be at the Bidder's expense.

F. Preparation of Bids/Preparation Guidelines:

1. In presenting their Bid, Bidders are encouraged to be thorough in addressing the Specific Requirements, the Preparation Guidelines, and the Bid Submission Requirements as outlined in this IFB. To facilitate NNPS' evaluation of Bidder's Bid, Bidder is to number all pages of its Bid and organize it utilizing the outline above in section IV.H.2.

G. Cost of Responding:

1. 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.

VI. GENERAL TERMS AND CONDITIONS

A. Contract Document:

1. This IFB, its addenda, Successful Bidder's Bid, any additional information requested, and negotiated changes will constitute the final Contract hereafter referred to as this "Contract" upon Notice of Award. These documents will be incorporated by reference into the NNPS purchase order encumbering funds in accordance with this Contract. This Contract shall be governed by the Contract Documents in the following order of precedence:
 - a. This IFB document, including any addenda and/or negotiated changes to the document;
 - b. This original IFB document;
 - c. NNPS Purchase Order; and,
 - d. Bidder's Bid

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

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

C. Proprietary Information/Non-Disclosure:

1. Bidder is advised that the Virginia Public Procurement Act (VPPA) (*Code of Virginia*, § 2.2-4342, 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 *Code of Virginia*, § 2.2-4342, Bidder shall:
 - a. Invoke the protections of this section prior to or upon submission of the data or other materials.
 - b. Provide a statement that identifies the data or other materials to be protected and a statement that describes the reasons why protection is necessary.
 - c. Submit trade secrets or other proprietary information under separate cover in a sealed envelope or if submitting electronically, a completely separate document, clearly marked "PROPRIETARY".

- d. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
- e. NNPS reserves the right to submit such information to the NNPS attorney, or the City of Newport News attorney, for concurrence of the Bidder's claim that it is in fact proprietary.
- f. References to the proprietary information may be made within the body of the Bid; however, all information contained within the body of the Bid shall be public information in accordance with State statutes.
- g. 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).
- h. Information submitted that does not meet the above requirements will be considered public information in accordance with VFOIA.
- i. An all-inclusive statement that the entire Bid is proprietary is unacceptable. A statement that Bidder's costs and/or Bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modifications:

1. 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 contract modification or change order/purchase order.

E. Bidder's Obligation:

1. 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:

1. 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:

1. If in its performance of this Contract, Successful Bidder supplies goods or services by or through another party or Subcontractor, Successful Bidder agrees that:
 - a. Successful Bidder shall act as the Prime Contractor for the goods and services to be provided under this Contract and shall be the sole point of contact with regard to all obligations under this Contract.
 - b. 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.
 - c. 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.
 - d. Successful Bidder shall be solely responsible for all work performed and materials provided by Subcontractors.
 - e. 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:

1. 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:

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

J. Antitrust:

1. Any perceived antitrust violation will be reported to the State Attorney General for possible enforcement of antitrust laws.

K. Specific Legal Requirements Form:

1. The attached *Specific Legal Requirements* form on page two (2) of this IFB, shall be executed by Bidder and is to be submitted with Bidder's Bid. The requirements set forth on said form shall be considered to be binding terms and conditions in any Contract resulting from this IFB. **A Contract will not be awarded to an Bidder who has not signed the *Specific Legal Requirements* statements.**

L. Hold Harmless/Indemnification:

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

M. Notices:

1. All notices, requests, demands, and elections under this Contract, other than routine operations 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, or on the date of confirmed transmission when sent by email, provided that the email is sent to the designated notice recipient and a delivery or read receipt is retained by the sender as confirmation. All notices shall be addressed to the following individuals:
 - a. To NNPS: NNPS Contract Administrator as designated in this IFB.
 - b. To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's Bid.
 - c. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

N. Non-Performance:

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.
 - a. 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.
 - b. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
3. **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.

O. Termination Without Cause:

1. NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Bidder specifying the termination date, which will not be less than thirty (30) days from the date such notice is issued. Notice will be given to Successful Bidder in accordance with the *Notices* provision of this IFB. In the event of such termination, Successful Bidder will be paid such amount as will 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.

P. Termination With Cause/Breach:

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

Q. Breach of Contract:

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.
 - c. Fails to submit a written response to NNPS' notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.
2. All notices under this Contract shall be in accordance with the *Notices* provision of this IFB.
3. 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:
 - a. Acts of God or of the public enemy
 - b. Acts of NNPS in its sovereign capacity
 - c. Fires
 - d. Floods
 - e. Epidemics
 - f. Strikes
 - g. Freight embargoes
 - h. Unusually catastrophic weather (e.g. hurricanes)

R. Applicable Law:

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

delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

S. Compliance With All Laws:

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

T. Venue:

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

U. Severability:

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

V. Non-Appropriation of Funds:

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

W. Tax Exemption:

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

X. Vendor Invoices:

1. Successful Bidder shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the goods and/or service deliverables 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 Department. 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:
 - a. Type and description of the goods and/or service deliverables installed, delivered, and accepted.
 - b. Serial numbers, if any.
 - c. Quantity delivered.
 - d. Charge for each item.
 - e. Extended total (unit prices x quantity).
 - f. This IFB number, the NNPS Purchase Order Number, and the applicable NNPS Purchase Order Line Item Number(s).

Y. Contractual Disputes:

1. Any dispute concerning a question of fact as a result of this Contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, or his designee, 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 (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the goods and/or service deliverables. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Z. Warranty/Guarantee:

1. 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 services (one (1) year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Bidder shall make any such replacement immediately upon receiving notice from NNPS.

AA. Payment Terms:

1. To be eligible for payment, all labor, equipment, and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this Contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the Contract requirements for any goods and/or service deliverables or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net forty-five (45) calendar days.
2. **Special Education or Promotional Discounts:** Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the Contract and any extensions. Such notice shall also advise the duration of the specific sale or discount price.

BB. Prompt Payment:

1. NNPS will promptly pay for completed, delivered goods and/or service deliverables accepted under this Contract by the payment date established. The required payment date will be either:
 - a. The date on which payment is due under the terms of this Contract for the provision of goods or services
 - b. If a date is not established by this Contract, not more than forty-five (45) days after goods and/or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.
2. Within twenty (20) days after receipt of the invoice or goods and/or service deliverables, NNPS shall notify the Contractor 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 shall 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.
3. 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.

4. Individual Contractors shall provide NNPS their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.
5. Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:
 - a. 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.
 - b. 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.
 - c. Pay interest to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) 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 b. above.
6. A Contractor's obligation to pay interest charge to a Subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

CC. Payment by Electronic Funds Transfer (EFT):

1. Method of payment.

- a. All payments by Newport News Public Schools (NNPS) under this Contract will be made by electronic funds transfer (EFT) except as provided in paragraph 1.b. of this provision. As used in this provision, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- b. 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.
 - ii. Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (see paragraph 4 of this provision).

2. Mandatory submission of Contractor's EFT information.

- a. The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph 10. of this provision). 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 Accounting.
- b. 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.

3. Mechanisms for EFT Payment.

- a. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association (NACHA).

4. Suspension of payment.

- a. 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 payment 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.
- b. If the EFT payment information changes after submission of correct EFT payment information, NNPS shall begin using the changed EFT payment information no later than thirty (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 payment information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment provision of this Contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

5. Liability for uncompleted or erroneous transfers.

- a. 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.
 - iii. Recovering any erroneously directed funds.
 - b. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within thirty (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.
 - ii. If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph 4. of this provision shall apply.
- 6. EFT and prompt payment.**
- a. 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.
- 7. EFT and assignment of claims.**
- a. 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 10. Of this provision to Accounting, and shall be paid by EFT in accordance with the terms of this provision. In all respects, the requirements of this provision 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 with the meaning of paragraph 4. of this provision.
- 8. Liability for change of EFT payment information by financial agent.**
- a. NNPS is not liable for errors resulting from changes to EFT payment information provided by the Contractor's financial agent.
- 9. Payment information.**
- a. Accounting will 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 1. of this clause, NNPS will mail the payment information to the remittance address in the Contract.
- 10. EFT payment information.**
- a. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph 2. of this provision). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT payment information using the EFT methods described in paragraph 3. of this provision.
 - i. The Contract number (or other procurement identification number).
 - ii. The Contractor's name and remittance address, as stated in the Contract(s).
 - iii. The signature (manual or electronic, as appropriate), title, email address, and telephone number of the Contractor official authorized to provide this information.
 - iv. The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - v. The Contractor's account number and the type of account (checking, saving, or lockbox).
 - vi. If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - vii. 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.

11. NNPS Accounting Department Designated Contact:

- a. Kimberly Powell, *Accounting Supervisor*
Accounting Department
NNPS Administration Building
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4500 extension 10726
Fax: (757) 595-2461
Email: kimberly.powell@nn.k12.va.us

DD. Audits:

1. NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic, or otherwise) 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 durations of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals or extensions thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors, or other designees, during normal business hours at Successful Bidder's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. The paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

1. Any Contract resulting from this IFB will be publicly posted for inspection in the NNPS Purchasing Department located at 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041.

FF. Award:

1. NNPS intends to award a Contract to a fully qualified Bidder submitting the best Bid based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all Bids in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this Contract to more than one (1) contractor.

GG. Disposition of Bids:

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

HH. Exclusivity:

1. Any Contract resulting from this IFB will be exclusive with the following exceptions:
 - a. NNPS reserves the right to procure goods/services under this Contract from a third party in the event of the following:
 - i. Contractor is unable to provide required goods and/or service deliverables within the required delivery time.
 - ii. Contractor is unable to provide the required goods and/or services requested.
 - iii. NNPS volume demands exceed original intent of the Contract.

VII. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

1. This Contract term shall be for one (1) year, commencing on the date of award.

B. Contract Extension:

1. This Contract may be extended upon mutual agreement of both parties for seven (7) additional, one (1)-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:

1. Time is of the essence in this Contract. Successful Bidder expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Bidder and may sustain substantial losses by reason of untimely performance.

D. Cooperative Procurement:

1. *Code of Virginia*, § 2.2-4304 Joint and cooperative procurement, 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 Bidder(s) (Contractor(s)). Newport News Public Schools acts only as the issuing agency 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.

E. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator, and to the Issuing Office, certificates of insurance (COI), prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list Newport News Public Schools, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, as the certificate holder and 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.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER AND THE ISSUING OFFICE SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER AND THE ISSUING OFFICE SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT.
5. **Minimum limits of insurance.**

Forms	Minimum Limit
Commercial General Liability (including Contractual Liability and Products and Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Automobile Liability	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$1,000,000
Worker's Compensation	Statutory
Professional Liability	\$5,000,000

- a. The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Bidder.
- b. Providing self-insurance or self-insured retentions will be considered in lieu of the insurance requirement, provided it satisfies all statutory requirements and meets or exceeds the insurance dollar values required in this IFB, and is submitted with a financial statement or other evidence of financial stability to meet the self-insured obligations.

F. Unauthorized Disclosure of Information:

1. Successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its Subcontractors, agents, or employees under or in connection with this Contract. The Successful Bidder shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Bidder shall, upon written demand by NNPS, assume and defend, at the Successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.
2. Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its Subcontractors, agents, or employees under or in connection with this Contract shall constitute a breach of the terms of this Contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Bidder shall save harmless and indemnify NNPS for court costs, litigation expenses, and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

G. Copyright/Patent Indemnity:

1. 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 and/or service deliverables 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. Price Escalation/De-escalation:

1. 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 increase 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 for Bids. Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer price Index for All Urban Consumers of the Bureau of Labor Statistics published by the United States Department of Labor during the previous twelve months.

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred or otherwise declared ineligible 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 or Offers on contracts for furnishing materials, supplies, services, or construction, nor are they an agent of any person or entity that is now so debarred or otherwise declared ineligible. The undersign do solemnly declare and affirm that the contents of the foregoing statements are true and correct.

Authorized Agent:	_____	_____	_____
	Signature	Type or Print Name	Type or Print Title
_____	_____	_____	_____
Company FEIN/TIN#	Phone Number	Fax Number	Email Address

ATTACHMENT B

BIDDER DATA AND REFERENCE SHEET

QUALIFICATIONS: The bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements. Briefly describe how Bidder has the full capability and capacity?

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

_____ Years _____ Months

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.**

Reference 1:

Customer Name:	Contact Name:	Contact Title:
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Email:	Phone:	Fax:
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Address:

Reference 2:

Customer Name:	Contact Name:	Contact Title:
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Email:	Phone:	Fax:
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Address:

Reference 3:

Customer Name:	Contact Name:	Contact Title:
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Email:	Phone:	Fax:
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Address:

Attachment C
Pricing Schedule

Lot 1: New and Retreaded Bus/Medium Truck Tires							
Item	Part Number/Tire Size	Description	UOM	Est Qty	Unit Price	Ext Unit Price	Brand(s) Quoted
1	11Rx22.5 NEW 16PLY	Tire, New, Bus 11R x 22.5 16 Ply	each	120			
2	11Rx22.5 RECAP	Tire, Recap, 11Rx22.5	each	160			
3	255/70R22.5 NEW	Tire, New, steer	each	30			
4	255/70R22.5 RECAP	Tire, Recap, 255/70 R22.5	each	35			
Total	Lot 1 Total						

Lot 2: New Passenger Car, Van, Truck, and Small Trailer Tires							
Item	Part Number/Tire Size	Description	UOM	Est. Qty	Unit Price	Ext Unit Price	Brand(s) Quoted
1	LT225/75R16/10	Tire, Radial	each	30			
2	LT235/65XR16C	Tire, Ford Transit Vans	each	50			
3	LT245/75R16	Tire, 10 ply, Express Van	each	30			
4	LT245/75R17/10	Tire, Ford F250	each	20			
5	P195/60R15	Tire, Ford Focus	each	12			
6	P195/65R15	Tire, Ford Focus	each	4			
7	P205/60R16	Tire, All season, Nissan Sentra	each	4			
8	P225/65R17	Tire, Ford Escape	each	4			
9	P235/60R18	Tire, All season, Nissan Rogue	each	10			
10	P255/65R18	Tire, Ford Exp 255 x 65 x R18	each	20			
11	ST205/75R15/8	Tire, Trailer	each	4			
12	ST225/75R15E	Tire, Trailer ST225/75R15 E/10P	each	30			
Total	Lot 2 Total						

Lot 3: Disposal of Old Tires (Bus, Medium/Light Truck, Passenger Car, and Trailer)							
Item	Part Number/Tire Size	Description	UOM	Est. Qty	Unit Price	Ext Unit Price	
1	Old Commercial Tires	Disposal per tire of commercial tires (est. 100-110 lbs ea)	each	200			
2	Old Passenger Tires	Disposal per tire of passenger tires (est. 25-35 lbs ea)	each	218			
Total	Lot 3 Total						

Bidders should submit a supplemental page with any additional discounts offered (including on items not listed above).

The apparent low bidder will be determined from this pricing schedule by lot.

The prevalent brand NNPS currently has on the fleet is Bridgestone, Bandag, Goodyear, and Firestone.

ATTACHMENT D

BIDDER LIST OF SERVICE LOCATION(S) SERVING NNPS

IFB #020-0-2026/JP – New and Retreaded Tires

BIDDER NAME:

NOTE: The service location(s) listed below shall support NNPS within the required delivery timeline outlined in the solicitation documents. If additional space is needed, multiple copies of this form shall be used.

Location 1:

Distance from NNPS in miles:

Contact Name:

Contact Title:

Email:

Phone:

Fax:

Address:

Location 2 (as applicable):

Distance from NNPS in miles:

Contact Name:

Contact Title:

Email:

Phone:

Fax:

Address:

Location 3 (as applicable):

Distance from NNPS in miles:

Contact Name:

Contact Title:

Email:

Phone:

Fax:

Address: