REQUEST FOR PROPOSALS

Newport News Public Schools

ISSUING OFFICE:

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

DATE: November 25, 2026

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

RFP ITEM NO. 005-0-2027/SB
PROCUREMENT OFFICER Shannon Bailey, VCO, VCCO
CLOSING DATE January 4, 2027
CLOSING TIME 2:00 PM EST
PRE-PROPOSAL CONFERENCE (OPTIONAL) **DATE: December 2, 2026** **TIME: 10:00 AM EST**

SEALED PROPOSALS All proposals must be submitted electronically online via eVA until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office using Bidder's established eVA Supplier Account. The entire bid response including any /all attachments and any/all addenda must be submitted electronically via eVA, no later than the closing date and time stated in the solicitation posting. Faxed or emailed bids will not be accepted. Newport News Public Schools is not responsible for electronic late delivery. Bidders are highly encouraged to anticipate and plan for technical or heavy transmission traffic at the last minute. All inquiries for information regarding this Invitation for Bid should be directed to Shannon Bailey at shannon.bailey1@nn.k12.va.us or 757-591-4560.

COMMODITY: WIRELESS ACCESS POINTS NIGP CODE: 83834, 83840, 83885, 83883, 83833, 83896

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

_____

_____

_____

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITSBEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTINGCONTRACT.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH THE CODE OF VIRGINIA, § 2.24343.1 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

WIRELESS ACCESS POINT REPLACEMENT

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____#2____#3_____#4_____(Please Initial)

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

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

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

Authorized Agent: _____ **Signature** _____ **Type or Print Name**

_____ **Email Address** _____ **Telephone Number** _____ **Fax Number** _____ **Company FEI/FIN#**

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID 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 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 PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL 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 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 OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL 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 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 OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

   a THE 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 OFFEROR. THE SUCCESSFUL OFFEROR 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 OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL 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. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS 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.

Name and Address of OFFEROR: Date: Authorized Signature_____

Printed Name:_____ Title:_____

Phone Number:_____ Fax Number:_

Email Address:_____

Federal Tax Identification Number/Social Security Number:_____

Is Offeror a "minority" business? | | Yes | | No If yes, please indicate the "minority" classification below:
□ African American | | Hispanic American ☐ American Indian | | Eskimo ☐ Asian American | | Aleut | | Other; Please Explain: Is Offeror Woman Owned? ☐ Yes ☐ No Is Offeror a Small Business? ☐ Yes | | No
Is Offeror a Faith-Based Organization? ☐ Yes ☐ No

TABLE OF CONTENTS

		PAGE
I.	PURPOSE	5
II.	BACKGROUND	5
III.	STATEMENT OF NEEDS	5
VI.	SPECIAL INSTRUCTIONS TO OFFEROR	11
V.	GENERAL TERMS AND CONDITIONS	12
VI.	SPECIAL TERMS AND CONDITIONS	12

The following shall be submitted as part of your RFP submission:

ATTACHMENTS:

Attachment A – Pricing Schedule (Must submit with proposal)

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals for from qualified service providers for the turnkey, one-for-one replacement of its existing wireless access points at up to 44 E-Rate eligible entities. The project includes new access points, five years of cloud management and support licensing, receiving and staging, installation, testing and validation, and project management. Optional wireless site surveys are requested as a separately priced, per-entity item.

NNPS intends to request E-Rate Category Two discounts for the eligible portions of this project in FY 2027 under FCC Form 470 #270000406. This document and Attachment A are posted with that Form 470 and are available to all prospective bidders on equal terms.

II. BACKGROUND

The Newport News Public Schools division educates 26,000 children in 42 schools: 5 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school. NNPS employees' number 4,688.

III. STATEMENT OF NEEDS

The intent of this project is to refresh the NNPS' wireless infrastructure while maintaining existing coverage, functionality, centralized management, and user experience. Each existing access point will be replaced in its current location, using existing cabling and mounting locations wherever possible.

NNPS' existing access points are managed through a cloud-based management platform. Any proposed solution must be fully manageable from a single cloud-based management platform for all access points in this project.

No redesign of the wireless network is anticipated. If an offeror believes a design change is necessary, it should be identified in the proposal; no change will be made without NNPS' written approval, and no change may increase the quantities or unit prices awarded.

Estimated quantities

Reference models and full minimum specifications for each access point class are listed in Attachment A. Every manufacturer name and model number in this RFP and its attachments is understood to read "or equivalent."

Access point class	Summary of minimum requirements	Est. quantity
Indoor wall-plate / desk-mount	Wi-Fi 6, dual-band 2x2:2 plus dedicated scanning radio, ≥1.8 Gbps combined, ≥3 downstream gigabit ports, 802.3af/at PoE	12
Indoor high-performance	Wi-Fi 6, dual-band 4x4:4 plus dedicated scanning radio, ≥2,400 Mbps (5 GHz), 2.5GBase-T uplink, 802.3at/bt PoE	2,600
Outdoor	Wi-Fi 6, dual-band 4x4:4 plus dedicated scanning radio, IP67/NEMA 4, -40° to 55° C, 2.5GBase-T uplink, 802.3bt PoE	110
Total		**2,722**

Quantities are estimates. Offerors must price the full estimated quantity of every line in Section A of Attachment A. NNPS may purchase fewer units than listed but will not purchase more than the quantities bid. Unit pricing must remain firm regardless of the quantity ordered.

Access point hardware

- Furnish new, current-generation access points that meet or exceed the minimum specifications in Attachment A. Equipment must be supported by the manufacturer, approved for the United States regulatory domain, and not subject to an end-of-sale announcement at the time of proposal.
- Include all brackets, adapters, and mounting hardware needed to install each access point in its existing location, including outdoor mounting kits.
- Identify the PoE class required for full functionality of each proposed access point model.
- Offerors proposing a solution from a manufacturer other than the reference models must:
  - include every component, license, and service needed to deliver equivalent functionality (for example, cloud management, controllers, or adapters), itemized in the additional component rows of Attachment A;
  - submit manufacturer specification sheets demonstrating that each proposed model meets or exceeds every minimum specification; and
  - include migration of the NNPS' existing wireless configuration (SSIDs, VLANs, authentication and RADIUS integration, policies, and RF settings) to the proposed platform, itemized in Attachment A.

Licensing and support

For each access point, provide five (5) years of the following, itemized by access point class on Attachment A:

- **Cloud management and assurance subscription:** cloud-based configuration, monitoring, RF optimization, and service-level visibility.
- **AI-driven network assistant subscription:** automated anomaly detection, root-cause analysis, and natural-language query of network and client issues.
- **Manufacturer support:** software updates, security patches, and manufacturer technical support for the full term.

All licenses must be co-terminous, registered to NNPS' management account, and documented with entitlement records. The license term should begin on activation, and the offeror must state when each term begins. Where a license bundles eligible and ineligible functions, the offeror must identify the eligible percentage in Attachment A.

Receiving, staging, and site delivery

Because each access point automatically inherits its site configuration once it is assigned to a site in the management platform, little per-device configuration is expected. NNPS instead requests the following staging service:

- Receive all equipment at the offeror's facility or a District-approved location and inventory it against the order.
- Stage equipment by building and label each access point with its building and location identifier.
- Onboard each access point to NNPS' management platform using one of the following methods, selected by NNPS at project kickoff:
  - **Option A:** the offeror claims each access point and assigns it to the correct site, using a building and location map provided by NNPS; or
  - **Option B:** the offeror provides NNPS an electronic list (Excel) of serial numbers and MAC addresses by building at least **10** business days before delivery, and NNPS completes the assignment.
- Deliver staged equipment to each designated building on the approved schedule.
- Confirm that each access point received the correct site configuration once online.

Installation

- Coordinate all work with NNPS staff and perform installation during District-approved windows to minimize disruption to instruction and operations.
- Remove each existing access point from service. Removal is priced as a separate line in Attachment A and is not E-Rate eligible.
- Install and mount each replacement access point in the existing location using existing cabling and connect it to the existing network port.
- Verify that each access point is online in the management platform at the correct site.
- Label all newly installed equipment and record its location.
- Return all removed equipment to NNPS at a location it designates, inventoried by serial number. The offeror may not dispose of removed equipment unless NNPS directs it to in writing.
- Report any cabling, port, or mounting deficiency to NNPS. Cabling remediation is not part of this scope.
- Repair any damage caused by the offeror and leave each work area clean.

Testing and validation

- Verify connectivity and operation of each installed access point, including client association on NNPS SSIDs at each building.
- Confirm proper operation within the cloud management platform.
- Validate that wireless service at each location is comparable to or better than pre-installation performance.
- Provide a post-installation report identifying every replaced device and its operational status.

Optional wireless site surveys

NNPS has its own wireless survey equipment but requests optional, per-entity pricing so it can order professional surveys at specific locations if it determines they are needed.

- Surveys are ordered at the NNPS' sole option, by written notice identifying each entity.
- Pricing applies to up to 44 E-Rate eligible entities. NNPS may order surveys for any number of entities from zero to 44, and there is no minimum order. Offerors must provide a single per-entity price that applies regardless of whether one survey or all 44 are ordered.
- Surveys may be performed only at E-Rate eligible entities and may not be performed before July 1, 2027.

Each survey must include, at a minimum:

- an on-site walkthrough of all areas served by wireless at the entity, including classrooms, libraries, administrative areas, gymnasiums, cafeterias, and outdoor areas served by outdoor access points;
- active and passive measurement of signal strength, signal-to-noise ratio, channel utilization, co-channel interference, and non-Wi-Fi interference, measured against coverage criteria NNPS provides at kickoff;
- floor-by-floor heat maps and recommendations for access point placement, channel, or power adjustments; and
- a written report delivered within **10** business days of the survey, in PDF along with native survey project files in an industry-standard format.

Surveys must be performed by personnel holding an industry-recognized wireless design or survey certification. Offerors must state the E-Rate eligibility percentage for this item in Attachment A; NNPS is responsible for any portion that is not eligible.

Project management

- Assign a single project manager as NNPS' point of contact.
- Hold a kickoff meeting within **10** business days of notice to proceed.
- Provide a building-by-building deployment plan and schedule for NNPS approval.
- Provide weekly status updates and notify NNPS of planned maintenance windows or outages at least **[5]** business days in advance.
- Maintain an escalation process for issues that affect the schedule or service.

Deliverables

- Itemized bill of materials as delivered, matching Attachment A line items.
- License entitlement and registration documentation for every access point.
- Asset inventory of all new equipment: manufacturer, model, serial number, MAC address, building, and room or location identifier.
- Inventory of all removed equipment by serial number and building.
- Post-installation validation report.
- Warranty and support documentation.
- Site survey reports, for any surveys ordered.

Acceptance criteria

The project will be considered complete when:

- All ordered access points have been installed and the replaced access points removed and returned;
- All access points are operational and visible in NNPS' cloud management platform at the correct sites;
- Five-year licenses and support have been activated, registered to NNPS, and verified;
- Wireless service at all locations is comparable to or better than pre-installation performance; and
- All deliverables in section 5 have been received and accepted by NNPS.

Offeror qualifications

- Authorization from the manufacturer of the proposed solution to sell, install, and support it (provide a manufacturer authorization letter).
- Experience completing at least **two (2)** wireless refresh projects of similar size and complexity within the last three years.
- Qualified technical personnel available for on-site installation, with relevant manufacturer or industry certifications.
- At least three references for similar projects completed within the last three years, preferably for K-12 school districts in Virginia.

E-Rate requirements

This procurement is subject to the rules of the federal E-Rate program administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC), as well as applicable state and local procurement law. Where requirements differ, the more restrictive requirement applies.

Service provider standing

- Offerors must hold a valid SPIN (FCC Form 498 ID) and FCC Registration Number at the time of proposal submission.

- Offerors must be in good standing with USAC and the FCC, including not being subject to the FCC's Red Light Rule or suspended or debarred from the E-Rate program.

Pricing

- Pricing must comply with the FCC's lowest corresponding price rule (47 C.F.R. § 54.511(b)).
- Pricing must remain firm through the contract term in section 9.5.
- NNPS' non-discounted share will be billed to and paid by the District. Offerors may not waive, rebate, or otherwise offset the NNPS non-discounted share.

Eligibility and cost allocation

- Offerors must identify the E-Rate eligibility percentage of each line item in Attachment A, based on the manufacturer's published eligibility or the FCC Eligible Services List in effect for FY 2027.
- Ineligible components or features bundled with eligible items must be cost-allocated and identified.
- The offeror is responsible for the accuracy of its eligibility representations and may not invoice USAC for ineligible items.

Contract term and funding contingency

- Any contract resulting from this RFP will not be signed before the allowable contract date in section 11.
- The contract term will run from April 1, 2027 through September 30, 2028 (the FY 2027 Category Two delivery deadline), and through any extension USAC grants.
- Equipment may be delivered and installed on or after April 1, 2027, but no invoices may be submitted to USAC before July 1, 2027. Site surveys may not be performed before July 1, 2027.
- Award is contingent upon E-Rate funding approval. NNPS reserves the right to proceed with all, part, or none of the project based on the funding committed.

Invoicing

- The offeror must accept either invoicing method at NNPS' discretion: the Service Provider Invoice (FCC Form 474) or the Billed Entity Applicant Reimbursement (FCC Form 472).
- Invoices must be itemized by manufacturer, model or SKU, quantity, unit price, and location, consistent with the FCC Form 471 funding request line items.
- Invoices may be issued only for equipment delivered and services performed.

Product substitutions

After award, a model substitution is permitted only if the substituted product provides the same or better functionality at no increase in price, NNPS approves it in writing, and the substitution complies with USAC's service substitution rules.

Records and audits

The offeror must retain all records related to this contract for at least ten (10) years after the last date of service and cooperate with any USAC, FCC, or NNPS review, including Program Integrity Assurance (PIA) review and audits.

AWARD

Award shall be made based on the overall most cost-effective solution for firewall services and related components requested in this RFP. The bid total will consider price of the eligible products and/or services as the primary factor. The intent of this RFP is to award a single contract for the full scope of the project, however award to more than one (1) Offeror may be considered if an alternate item(s) is deemed equivalent by and is in the best interest of NNPS. Bidder must provide a price for each item for the bid to be considered, otherwise the bid may be subject to disqualification. NNPS will consider all bids for alternate products with equivalent specifications to the descriptions meeting the specification listed in 'Attachment A – Pricing Schedule'. Offeror shall provide a manufacturer's cut sheet for each alternate item submitted. NNPS reserves the right to request Bidder to provide a sample of any alternative item.

CONTRACT REQUIREMENTS

During the contract term and any and all extensions, the service provider shall provide the parts and products described in the contract. The service provider understands and agrees that this is a requirements contract and that NNPS shall have no obligation to the service provider if no parts and products 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 service provider to buy any amount of the parts and products as a result of having provided this estimate or of having any typical or measurable requirement in the past. The service provider understands and agrees that NNPS may require parts and products 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 parts and products offered and furnished shall be a standard first-quality product, new and unused, and listed in the bidder's regular published catalogue or price list(s).
2. Service provider shall package and label all material to reference purchase order number and contact name.
3. A brief description of the history and organization of the offeror's company.
4. A description of at least three (3) similar projects completed by the offeror within the past two years to include personal references with contact information for each.
5. A general description of the techniques, approaches, and methods to be used in completing the project.
6. The equipment must be 100% compatible with the existing infrastructure management solution as applicable.
7. The awarded vendor must comply with state and local building code.
8. Service provider must receive all equipment and arrange for delivery to NNPS according to specific instructions from the NNPS staff facilitating the receipt of goods.
9. Service Provider's E-rate SPIN number must be included in the proposal response.
10. Bidder must provide pricing for each item listed in the attached Pricing Schedule: Pricing Schedule "Attachment A – Pricing Schedule".
11. NNPS reserves the right to add similar parts and products or delete parts and products specified in the resultant contract as requirements change during the period of the contract. NNPS and the Service provider will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.
12. During the course of the contract, NNPS may make emergency requests of the service provider, which requires immediate response. The service provide must make every reasonable effort to accommodate the needs of NNPS.
13. During the course of the contract, NNPS may purchase additional equipment from the service provider, which requires immediate response. The service provider must make every reasonable effort to accommodate the needs of NNPS.
14. The service provider's sales/delivery ticket shall contain the following information:
    a. Service Provider's Name
    b. Purchase Order Number
    c. E-rate Funding Request Number (FRN)
    d. Itemized list of equipment provided
    e. Quantity, unit price of each item, and total of equipment.
    f. Invoiced to Newport News Public Schools

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions

Issuing Office:
Wherever used in this Request for Proposal, Issuing Office will be:
Shannon Bailey, VCCO, VCO
Director of Procurement
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard Newport News, VA 23606-3041
Phone: (757) 591-4560 x10752
Fax: (757) 591-4593
Email: shannon.bailey1@nn.k12.va.us

NNPS Contract Administrator:
Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:
William Chambers
Supervisor, Technology Operations
12511 Warwick Boulevard Newport News, VA
23606-3041 Phone: 881-5461, x12130
Email: william.chambers@nn.k12.va.us

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

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

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via **www.eva.virginia.gov** must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the eVA Planholders' list and will receive notification of any addenda to the RFP.

C. Preproposal Conference (Non-mandatory)

A pre-proposal conference will be held virtually on ZOOM on **December 2, 2026 at 10:00 AM EST** to answer any questions regarding this RFP at the following link, meeting ID, and password.

Topic: Pre-Proposal Conference Wireless Access Points
Time: Dec 2, 2026 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://nn-k12-va-us.zoom.us/j/85219034365?pwd=lsANuOUR05OOjrmW5LbGIOmSZJPkwi.1

Meeting ID: 852 1903 4365
Passcode: 488511

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

D. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office to shannon.bailey1@nn.k12.va.us no later than **2:00 PM - EST on December 4, 2026**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking 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 RFP.

E. Changes or Modifications:

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

F. RFP Closing:

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

G. Proposal Submittal Requirements:

1. All bids/proposals shall be submitted electronically online via eVA using the Bidder's established eVA Supplier Account, in person, or by mail. The entire bid/proposal response including any / all attachments and any / all addenda must be submitted electronically via eVA, in person, or mail no later than the closing date and time stated in the solicitation posting. Faxed or emailed bids/proposals 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/Offeror to ensure all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting.

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

Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:

a) The cover page of this Request for Proposal, which will contain:
   1) Original signature of an agent authorized to bind the company;
   2) Requested contact information;
   3) Company FEI/TIN number; and,
   4) Acknowledgment of any addenda on page one (1);
b) Vendor Pricing Schedule requested in this RFP
c) Completed and signed anti-collusion/nondiscrimination clauses on page 2;
d) Cover letter signed by an authorized representative, including the offeror's SPIN (FCC Form 498 ID) and FCC Registration Number.
e) Attachment A, fully completed and submitted in Excel format.
f) Detailed bill of materials for the proposed solution.
g) Description and specification sheets for each proposed access point model, and equivalence documentation if a non-reference model is proposed.
h) Licensing and support details for each license: what it includes, its term, when the term begins, and its E-Rate eligibility percentage, with supporting manufacturer documentation.
i) Receiving, staging, and onboarding approach (section 4.3).
j) Installation methodology and proposed schedule.
k) Site survey methodology, surveyor certifications, and a sample survey report.
l) Project team and relevant certifications.
m) References
n) Assumptions and exclusions. Assumptions may not alter the requirements of this RFP.

o) Include a second copy of the proposal, **REDACTED**, in PDF format fully compatible with the Microsoft Windows OS environment or;

p) Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section, specifically identifying this information and mark as **CONFIDENTIAL**.

2. Proposals must be submitted utilizing the following requirements:
   a) Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer outside of eVA shall not be accepted.
   b) Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
3. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. Newport News Public Schools does not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the offeror. In the event the offeror provides only one proposal, it will be determined the one proposal copy will be subject to public inspection in accordance with the Virginia Freedom of Information Act.

4. In accordance with § 2.2-4342. Public Inspection of Certain Records, An offeror, shall not designate as trade secrets or proprietary information (a) an entire proposal; (b) any portion of a proposal, that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will no longer be considered.

5. **Proposals are to be organized in the following tabs**:

Tab 1 – Executive Summary
The executive summary should include but not limited to:
- Background information about the organization (philosophy, ownership, size, facilities, locations, etc.)
- Size and location of the office that will serve NNPS.
- Offeror's qualifications to perform the services, including all resources available to the Offeror during the performance of the contract.
- Qualifications and resumes of all personnel providing services for the duration of the contracted services.
- A copy of certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

Tab 2 – Methodology and Tools
To Include but not limited to the following:
- An overview of the Offeror's understanding of the Statement of Need
- The firm's written technical plan and best practical approach towards providing an audit of Newport News Public Schools data systems and networks as described in the Statement of Needs. Describe the approach for all services listed within the Statement of Needs (What, when, and how services will be performed, and time frame for completion (to include all deliverables)
- Provide detail list of any scanning tools, equipment, etc. that the Offeror will use to complete the audit.
- Provide a list of all hardware or software options that will be used.

Tab 3 – Deliverables
Include an assessment report for EACH requested service to include:
- An executive summary of services performed
- Scope of services performed
- Detailed results of identified by performed tests and/or analyses
- Detailed explanation of the implications of the identified vulnerabilities, the business impact, and the potential risks
- Detailed steps of immediate mitigation of the associated risks
- Recommended high-risk areas for immediate attention, as applicable

Tab 4 – Financial Proposal (To include price)
- The firm's financial proposal and relevant terms including discounts, a breakdown of overall costs (per service as listed in Statement of Needs) to include any fees associated with the delivery of services.

- Completed price sheet (Attachment A) must include all applicable cost components in final price.
- The Offeror's price will be subject to negotiations.
- After negotiations and award of this contract, the Successful Offeror's pricing for the services provided under this contract shall be a firm fixed price for the duration of the contract and any extensions.
- Offeror is to identify any NNPS resources required.
- If Offeror intends to subcontract any part of work under this contract, the Offeror shall indicate which services or functions will be subcontracted.
- Include a copy of the three (3) most recent annual reports and financial statements for each quarter since the last annual report to date. If company is privately held, supply sufficient information to document the Company's financial status and capability to perform under this contract. Include any financial ratings held by the firm with

date of rating, and legal name of company to which the rating applies.

Tab 5-Experience

Include experience and qualifications of assigned personnel as it relates to the Statement of Needs. Description should include but not limited to:

- Offeror's established experience record in providing comparable services to organizations similar to NNPS .
- Number and types of customers the Offeror has served with comparable services.
- Statement detailing why the Offeror is fully qualified and most suitable candidate to provide NNPS with the services required within the RFP.
- Include a minimum of four (4) references for which the Offeror has completed services comparable to those described herein. Two (2) of the references must be for active accounts and two (2) must be recently(within the past 5 years) terminated accounts. (The terminated accounts should not be those that were terminated due to solely to merger, acquisition, or other such industry action.) Include references for work performed in an environment comparable to NNPS. For each reference detail the following:
- Name and Address of Firm
- Name, title, address, email address, phone number and fax of a contact for the firm
- Number of years Offeror has severed the firm
- Brief summary of scope of services provided
- Information detailing project of similar scope that the Offeror is currently engaged in; to include name and address of firm, name, title, address email address, and phone number of contact within firm

Tab 6-Proprietary Information

- Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section. Include trade secrets or proprietary information that shall not be subject to public disclosure under the Virginia Freedom of Information Act, the Offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Tab 7-Exceptions/Deviations

Detail any exceptions taken to the Statement of Needs and Terms and Conditions section of the RFP. For each exception, specify the RFP page number, section number, and the exception taken. The Offeror should not incorporate its standard contract document into its proposal by reference or in full text, without listing the exception taken to the Statement of Needs/Terms and Conditions section of the RFP. Offerors may present alternative methods to the Statement of Needs outlined in the RFP. However, unsolicited optional and/or alternative offers should first present a response to NNPS objectives detailed in the Statement of Needs section of the solicitation. Offerors must address all evaluation criteria, with respect to any alternate solutions proposed. Exceptions and/or alternatives will be subject to negotiations.

H. Evaluation of Proposals:

1. After the RFP closes, NNPS will select for further consideration one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. In assessing responses to the RFP, consideration will be given to several factors, including, but not limited to, the conformity of the responses to the specifications of the RFP, the competency and responsibility of Offerors, the ability of the

Offerors to perform satisfactory service, and the dollar amounts of the proposals. Overall proposal rating include:

- **Exceptional**: Submission exceeds expectations, has an excellent probability of success in achieving all objectives. Very innovative.
- **Good**: Very good probability of success. Achieves all objectives in a reasonable fashion.
- **Acceptable**: Has reasonable probability of success. Some objectives may not be met.
- **Poor**: Falls short of expectations and has a low probability of success.
- **Unacceptable**: Submission fails to meet requirements and the approach has no probability of success.

3. NNPS shall assess each response in accordance with the criteria weighted detailed below:

CRITERION	WEIGHT	DESCRIPTION
Price of E-Rate eligible Products and/or Services	**35**	NNPS will score the total pre-discount cost of all eligible products and services. This includes access points, mounting hardware, required subscriptions and licenses, eligible manufacturer support, and eligible installation, configuration, and testing labor.
Price of E-Rate ineligible products and/or Services	**5**	The district will score the total cost of ineligible items needed to complete the project.
Technical Solution: proposed products & licensing	**20**	This criterion covers how well the proposed equipment and licensing meet the district's requirements. The district will consider the following. **Replacement mapping.** Each existing access point should be mapped to a proposed replacement model, and each replacement must be current-generation and meet or exceed the existing unit's capabilities. The district will look at radio generation (Wi-Fi 6E or Wi-Fi 7). **Infrastructure compatibility.** The district will check compatibility with existing cabling, mounts, and switch PoE budgets, and whether the proposal identifies any location where the new model's power draw or uplink speed needs a switch or cabling change. **Licensing completeness.** All required subscriptions must be included for the full five-year term. Any optional subscriptions should be identified separately. **Lifecycle.** The district will look for manufacturer support availability across the full term and any published end-of-sale or end-of-support dates.
Installation methodology, schedule, and project management	**20**	This criterion covers how the Offeror will deliver the refresh with minimal disruption. The district will consider the following. **Deployment plan.** Sequencing by building, installation during off-hours or scheduled maintenance windows, and a clear outage-notification and communication process. **Migration approach.** Preserving existing AP assignments, site settings, and configuration, plus a rollback plan if a replacement unit fails. **Testing and validation.** Per-AP connectivity and platform-visibility checks, and a post-installation validation report that shows performance comparable to or better than before the refresh. **Documentation and disposal.** Labeling, delivery of the asset inventory with serial numbers and locations, and handling of removed equipment according to district requirements.

		Schedule. A realistic timeline, the staffing committed to the project, and how the schedule aligns with the E-Rate funding year.
Vendor Experience & K-12 References	**20**	This criterion covers the Offeror's ability to deliver and support the project. The district will consider the following. **Comparable projects.** Experience deploying and supporting projects similar to this RFP. **Partnership and certifications.** Certifications held by the engineers assigned to the project. **Onsite resources.** Availability of qualified technicians for onsite installation. **References.** At least three references, preferably from K-12 districts, for similar projects completed within the last three years. **E-Rate experience.** Demonstrated experience with SPI invoicing and accurate eligibility classification.
Total weight	**100**	**Weights total 100 points.** **Eligible price is the most heavily weighted factor, as FCC rules require.**

Criteria	Weight
Price of E-Rate eligible Products and/or Services	35 points
Price of E-Rate ineligible Products and/or Services	5 points
Technical Solutions: Proposed Products and Licensing	20 points
Installation, Methodology, Schedule, and Project Management	20 points
Vendor Experience & K-12 References	20 points
Total	**100 points**

4. Exceptions/Alternatives will also be considered.
5. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations and provide product demonstrations. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
6. After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
7. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

I. Presentation/Demonstration:

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

I. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof,

nor is NNPS obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

1. This RFP document;
2. Any negotiated changes to the foregoing documents; and
3. Offeror's proposal

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

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

C. Proprietary Information/Non-Disclosure:

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

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

D. Contract Modification(s):

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

E. Offeror Obligation:

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

F. Conditions of Work:

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

G. Prime Contractor:

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

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this

contract.

2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

H. Subcontractors:

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

I. Non-Assignment:

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

J. Antitrust:

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

K. Anti-collusion/Nondiscrimination Requirements Form:

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

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

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

M. Hold Harmless/Indemnification:

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

any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

N. Notices:

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

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

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

O. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this Contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this Contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this Contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the Contract. Successful Offeror's liability shall include, but not be limited to:
   a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
   b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
   c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

P. Termination Without Cause:

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

Q. Termination With Cause/Breach:

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

R. Breach of Contract:

1. Successful Offeror shall be deemed in breach of this Contract if the Successful Offeror:
   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 NNPS's 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 Offeror shall not be in breach of this Contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of

NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

S. Applicable Law:

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

T. Compliance with All Laws:

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

U. Venue:

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

V. Severability:

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

W. Non-Appropriation of Funds:

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

X. Tax Exemption:

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

Y. Vendor's Invoices:

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

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 RFP number and the NNPS Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or

otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

AA. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this Contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals.

All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

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

CC. Prompt Payment:

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

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

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

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

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

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;

2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.

3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that contract, except for amounts withheld, as allowed in #2 above.

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

DD. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to

NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

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

FF. Award:

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

GG. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of

the contract, and will be open to public inspection subject to the ***Proprietary Information/Disclosure*** section of this RFP.

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for 18 months, commencing on July 1, 2027 through September 30, 2028.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for one (1) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

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

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

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, 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 specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

4. Insurance shall be maintained during the entire term of the Contract and shall be of the following forms and limits:

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

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

E. Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract shall constitute a breach of the terms of this Contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Payment by Electronic Funds Transfer

(a) Method of payment.

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

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

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

(ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see

paragraph (d) of this clause).

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

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") by _ [the Procurement Officer shall insert

date, days after award, or insert "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- 7487, X10726
Kimberly Powell, Accounting Supervisor
kimberly.powell@nn.k12.va.us

G. Copyright/Patent Indemnity:

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

H. 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

I. Data Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.
2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see "11. Industry Standards") and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.
3. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with "5. Data Encryption".
4. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or

SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.
5. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. RFP #006-0- 2022SB Page 26 of 27 Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see http://csrc.nist.gov/.
8. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to: a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and; b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools’ data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools’ sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

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

Center for Internet Security -see http://www.cisecurity.org Payment Card Industry/Data Security Standards (PCI/DSS) - see http://www.pcisecuritystandards.org/ National Institute for Standards and Technology -see http://csrc.nist.gov Federal Information Security Management Act (FISMA) -see http://csrc.nist.gov ISO/IEC 27000- series -see http://www.iso27001security.com/ Organization for the Advancement of Structured Information Standards (OASIS) -see http://www.oasis-open.org/ RFP #006-0-2022SB Page 27 of 27

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