



REQUEST FOR PROPOSALS

Newport News Public Schools
ISSUING OFFICE:

DATE: May 12, 2026

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

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

RFP ITEM NO. 019-0-2026/HM
PROCUREMENT OFFICER Heather Medina, VCO, VCCO
CLOSING DATE May 22, 2026
CLOSING TIME 2:00 PM EST
NO PREPROPOSAL CONFERENCE

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

All inquiries for information regarding this Request for Proposals should be directed to the Buyer listed in this RFP or 757-591-4525

COMMODITY: IT and Network Security Audit Services

NIGP CODE: 25778, 91829, 91830, 91871, 91893, 92015, 92045, 92037, 99000, 99048

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

THIS IS NOT AN ORDER

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

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

DESCRIPTION OF GOODS/SERVICES

Cybersecurity Penetration and Vulnerability Testing Services

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 OFFEROR/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent

Signature

Type or Print Name

Email Address

Company FEI/FIN#

Phone Number

FAX Number

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this proposal/proposal, said offeror/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/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/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this proposal/proposal.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful offeror/offeror agrees to (i) provide a drug-free workplace for the successful offeror's/offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful offeror's/offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful offeror/offeror that the successful offeror/offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful offeror/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/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 SUCCESSFUL OFFEROR/OFFEROR SHALL BE PROHIBITED:

1. During the performance of this contract, the successful offeror/offeror agrees as follows:
 - a. Offeror/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/offeror. The successful offeror/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. Successful offeror/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror/offeror, shall state that such successful offeror/offeror is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful offeror/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

Federal Tax Identification Number/Social Security Number: _____
State Corporation Commission Identification Number: _____

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

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

TABLE OF CONTENTS

	PAGE
I. <u>PURPOSE</u>	4
II. <u>BACKGROUND</u>	4
III. <u>STATEMENT OF NEEDS</u>	4
IV. <u>PROPOSAL INSTRUCTIONS TO THE OFFEROR</u>	7
<u>EVALUATION AND AWARD CRITERIA</u>	10
V. <u>GENERAL TERMS AND CONDITIONS</u>	11
VI. <u>SPECIAL TERMS AND CONDITIONS</u>	19

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

ATTACHMENTS:

Attachment A – Pricing Schedule (Must submit with proposal)

Attachment B– Certification Regarding Debarment (Must submit with proposal)

Attachment C– Certification for Contractor’s Near Students (Must submit with proposal)

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified firms for information security penetration testing and operational framework review assessment. The objective of this audit is to make the information systems which the Newport News Public School division depends on, more resistant to attacks, limit the damage attacks cause upon occurrence, and make the information systems more resilient. NNPS is seeking firms that have expertise and experience with NIST assessment methodology and cybersecurity, in addition to an established record in providing high quality cybersecurity services within the PreK-12 education setting.

II. BACKGROUND

Newport News Public Schools is the ninth largest school division in the Commonwealth with approximately 26,500 students. NNPS is an urban school system educating children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 1 middle/high school combination, a virtual learning academy and 5 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS facilities and its locations may be accessed via NNPS' official web site at <http://sbo.nn.k12.va.us/schools>. NNPS employees approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

The network design for Newport News Public Schools consists of two geographically diverse data centers across a privately-owned fiber optic wide area network ("WAN"). The WAN serves 50+ individual facilities to provide connectivity across the district. Additionally, there are up to 40,000 devices that exist on the network. NNPS' current internal scanning tools include OpenVAS-Vulnerability Scanning.

III. SCOPE OF WORK/STATEMENT OF NEEDS

A. GENERAL REQUIREMENTS

1. Newport News Public Schools ("NNPS") is seeking to solicit sealed bids from qualified firms to provide an Information Security penetration testing and operational framework review assessment. The qualified Contractor will perform an audit of the identified data systems and networks using an objective vendor-neutral framework (NIST 800-53), conduct penetration testing, and provide a report with recommended remediation options.
2. This is an annual test. The vulnerability assessment and penetration testing shall be completed with all deliverables to Newport News Public Schools within four (4) weeks after the vulnerability assessment and penetration testing have been completed. Additional time can be allotted; however, the request must be submitted in writing, and approved by the Contract Administrator listed herein this solicitation.
3. Penetration testing and network assessments may be completed after hours to prevent any network disruptions. All other work should be completed during normal business hours, 7:00 AM – 4:30 PM unless otherwise noted.
4. The Agency will provide one (1) teacher laptop and one (1) student Chromebook. The Contractor shall provide all other materials, equipment, and incidentals needed for the completion of services.
5. A list of network infrastructure, networks, and types of end user devices will be provided to the Contractor.
6. The vulnerability assessment and penetration testing shall be conducted both on-site and remote. The Contractor may need to visit multiple sites to collect all required data. A conference room will be provided if the Contractor needs to be physically on-site.
7. The timing of specific types of testing will be discussed with the selected Offeror to avoid interruptions to instruction.
8. Internal scanning agents are permitted, if required as part of the assessment.
9. The Contractor shall not use any hardware or software that will interrupt network connectivity or production system. The Contractor must disclose if any testing may impact network operations.

B. SPECIFIC REQUIREMENTS – Services Requested

The selected firm shall ensure the following are covered for each requested service listed below.

1. Vulnerability Assessment and Penetration Testing General Requirements

- a. Confirm and obtain approval on the scope of Service, including a test plan in writing prior to Service commencement.
- b. Communicate with third-party vendor to obtain authorization as required.
- c. Engage Customer before the actual test or a to confirm logistics arrangement, understand test goals and objectives as a result of the test or assessment.
- d. Establish a communication plan as to who will know about the test.
- e. Establish an incident and escalation management process to handle issues that may happen during the test or assessment.
- f. Identify information on the nature of the test being performed. (e.g., White Box, Black Box, Grey Box)
- g. Identify targets and map attack vectors and exploitation (e.g., elevating privileges) within the scope of requested services.
- h. Provide reporting and documentation as required.

2. Vulnerability Assessment

- a. Assess current network security measures to identify any vulnerability that exists in NNPS current network architecture.
- b. Conduct external and/or internal vulnerability scans to identify any security vulnerability that exists in school division resources.
- c. Conduct Web Application Security Assessment.
- d. Conduct Website Security Assessment.
- e. Conduct Vulnerability assessment of business systems utilized by Human Resources, Payroll, and the Business Office.

3. Penetration Testing

a. External Penetration Test

The external penetration test will be performed completely external to NNPS via the internet. The scope of this test is to review the vulnerabilities and risks of all Internet-accessible systems owned by NNPS. Testing will be performed by mimicking an attacker with no network credentials or network information.

b. Internal Penetration Test

The Internal penetration assessment will be performed from inside the organization. The scope of this test is to review internal systems that may be vulnerable to an attack. Testing will be performed by mimicking an attacker with no network credentials or network information.

c. Wireless Penetration Testing

Identify wireless networks and validate security mechanisms in place to prevent unauthorized access through wireless networks. The scope for the wireless penetration test will include four separate wireless networks.

4. Firewall Evaluation

Conduct an onsite/offsite internal firewall configuration, policy, and log review, which includes:

- a. Conduct a review of the overall Firewall Configuration.
- b. Conduct a review of applications, protocols, and filters.
- c. Conduct a review of Firewall Policies and IPS Configuration.

5. Information Security Policies and Data Governance General Requirements

- a. Conduct a review to identify gaps in the school divisions' Data Governance and information security policies.
- b. Review organizational IT policies related to local, state, and federal laws to ensure compliance.

6. Security Policies

- a. Review current policies and put together a framework of IT policies and ensure that they adhere to the latest best practices and industry standards.
- b. Read through and evaluate written company policy regarding technology.
- c. Review, assess, and recommend updates or additions to the assigned roles and responsibilities associated with the new policies.
- d. Draft new policies and provide a framework for industry-standard IT and security policies.

7. Data Governance

- a. Identify gaps in existing organizational Data Governance policies and technology.
- b. Propose data governance standards that facilitate the adoption across the entire school division. The data governance framework should include the policies, procedures, practices, and to improve data quality, maintain integrity, and enable the appropriate and proper data utilization while enforcing compliance and security.
- c. Provide accurate estimates of the costs and needs (technical, employee) for the long-term maintenance of data governance and information security program.

8. Security Awareness and Social Engineering Testing

9. Physical Penetration Testing

10. Optional Services

The successful Offeror shall provide optional services to NNPS upon request. It is understood that optional services may be requested in the future. In such an event, these optional services shall be considered incorporated herein by reference.

The option such as the following but not limited to:

- a. Cloud assessment and penetration testing Services (e.g., environments, Application Program Interfaces ("APIs")).
- b. Compromise assessment (e.g., data forensics, confirmation on security breaches).
- c. Penetration testing Services on Customer's Heat, Air Ventilation, and Cooling ("HVAC") and Closed-circuit Television("CCTV") systems.

C. DELIVERABLES – Reporting and Presentation

Upon completion of each requested service, the firm shall provide NNPS with an assessment report which should include the following information at a minimum:

1. Vendor is to provide weekly (or bi-weekly) written status reports detailing:
 - a. Progress against the agreed-upon project timeline/plan.
 - b. Testing activities completed and currently underway.
 - c. Initial, non-critical findings (without waiting for the final report).
 - d. Any anticipated schedule deviations or blockers.
2. Offeror must designate a senior technical POC for NNPS who will be available for questions and formal check-in calls throughout the engagement.
3. Offeror must provide a project timeline inclusive of the information below:
 - a. All Offerors must submit a detailed project timeline/Gantt chart as part of their proposal, clearly outlining:
 - i. Key milestones (e.g., scoping completion, external testing start/end, internal testing start/end, final report draft).

- ii. Estimated person-days for each phase of the assessment.
 - iii. A schedule for the review of security policies and data governance.
 - b. A formalized Kick-off Meeting to finalize the project schedule and logistics, and a Mandatory formalized Close-out Meeting to formally hand off all final files and data.
4. "White-Glove" Follow Up / Post-Assessment Support
- a. Provide a formal, mandatory presentation of the final report to NNPS leadership and IT staff, allowing for dedicated time for Q&A on findings and remediation steps.
 - b. Must include a fixed amount of post-delivery consultation hours (e.g., 8-16 hours) valid for 30-60 days after the final report delivery, intended for follow-up questions, clarification on remediation, or review of initial mitigation efforts.
 - c. Executive Summary of Services Performed
 - d. Scope of Services Performed
 - e. Detailed Results of Identified by Performed Tests and/or Analyses
 - f. Detailed explanation of the implications of the identified vulnerabilities, business impact, and potential risks
 - g. Detailed steps of immediate mitigation of associated risks
 - h. Recommended high-risk areas for immediate attention, as applicable

NNPS will evaluate all proposal submissions to determine capabilities and capacity to select the most qualified firm to provide the services listed in the Scope of Work/Statement of Needs.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions

Issuing Office:

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

Heather Medina, VCO

Procurement Coordinator

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4533

Fax: (757) 591-4593

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

NNPS Contract Administrator:

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

David Saunders

Information Security Analyst

12511 Warwick Blvd, Suite A

Newport News, VA 23606

Phone: (757) 881-5461 x 12134

Email: david.saunders@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 Director of Procurement.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via the www.eVA.virginia.gov web site must contact the Issuing Office via email or telephone, and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number.

C. Pre-Proposal Conference: N/A

D. Questions: N/A

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 10:01AM - EST or later) will not be considered and will be returned to the Offeror unopened.

G. Proposal Submittal Requirements:

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

To learn how to submit an online proposal/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 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.

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

2. Each 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. Completed and signed anti collusion/nondiscrimination clauses on page 2;
 - c. Vendor Pricing Schedule requested in this RFP (**Attachment A**);
 - d. Vendor Questionnaire Form requested in this RFP (**Attachment B**);
 - e. Proposals must include all elements noted in the "Preparation of Proposals" section below;
 - f. Include a second copy of the proposal, **REDACTED**, in PDF format fully compatible with the Microsoft Windows OS environment or;
 - g. 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**.

3. 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 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. Each reference must include the following:

- Name and Address of Firm
- Name, title, address, email address, phone number and/or fax number for the contact in the firm
- Number of years Offeror has served the firm
- Brief summary of scope of services provided
- Information detailing project similar in scope that the Offeror is currently engaged; must include name and address of firm, name, title, address email address, and phone number for contact within firm

Tab 6-Proprietary Information

- Include a **REDACTED** copy of the proposal in PDF format fully compatible with the Microsoft Windows OS environment or;
- Mark this tab **CONFIDENTIAL** and include proprietary information in this section.
- 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 shall first be presented in 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 ratings are as follows:
 - 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:

Criteria	Weight
Qualifications & Experience	35 points
Methodology & Approach/Tools	30 points
Deliverables	20 points
Price	15 points
Total	100 points

4. Exceptions/Alternatives will 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 or held virtually at a date and time mutually agreed to between NNPS and Offeror which will be at the Offeror's expense.

J. 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:

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

K. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this 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-collision/nondiscrimination statement.

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

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

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

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

N. Hold Harmless/Indemnification:

It is understood and agreed that Successful 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 the NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against the NNPS, its agents, volunteers, servants, employees or officials.

O. Notices:

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.

P. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this Contract from other sources in the event Successful 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.

Q. 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. In 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.

R. 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.

S. 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 the NNPS notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.
3. All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful 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 unusually severe catastrophic weather such as hurricanes.

T. Applicable Law:

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

U. Compliance With All Laws:

Successful 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.

V. Venue:

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

W. Severability:

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

X. Non-Appropriation of Funds:

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

Y. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful 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.

Z. Vendor's Invoices:

Successful Offeror shall submit to the NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful 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.

AA. Contractual Disputes:

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

BB. 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.

CC. 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

Special Educational or Promotional Discounts:

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

DD. Prompt Payment

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

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

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

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

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

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

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A contract modification will not be made for the

purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to the NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

EE. Payment by Electronic Funds Transfer (EFT)

(a) Method of payment.

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

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

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

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be

paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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

NNPS Accounting Department Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

accounts.payable@nn.k12.va.us

FF. Audits:

The NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful 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 the 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 the NNPS.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

GG. Forced or Indentured Child Labor:

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

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

HH. Notice of Award:

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

II. 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.

JJ. 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:

The contract term shall be for a period of one (1) year from date of execution.

B. Contract Extension:

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

C. Time is of the Essence

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

D. Insurance:

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

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

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

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

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

E. Unauthorized Disclosure of Information:

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

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

F. Copyright/Patent Indemnity:

The 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. Federally Imposed Tariffs

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

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

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Newport News Public Schools under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Newport News Public Schools to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials

comprising the good procured by the Newport News Public Schools at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Newport News Public Schools, written instructions authorizing the Newport News Public Schools to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

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

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Newport News Public Schools and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors' books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Newport News Public Schools, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Newport News Public Schools shall have the right to terminate this Agreement for the Newport News Public Schools' convenience upon 15 days' written notice to contractor.

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

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

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. 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 2 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 2 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/>

11. Vendor agrees to provide SSAE 16 (SOC 2) 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.

Attachment A

RFP #0XX-0-2026/HM Cybersecurity Penetration and Vulnerability Annual Testing

Cost Proposal

Lump Sum total to include all materials, equipment, incidentals, and fees associated with the delivery of services as listed in the Statement of Needs. Please include assessment report fee for each within the lump sum totals. The itemized cost basis for each lump sum total must be included in Tab 4 of your proposal.

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

ITEM	DESCRIPTION	WRITTEN AMOUNT	NUMERICAL FIGURE
1	Vulnerability Assessment		\$
2	Penetration Testing (External, Internal & Wireless)		\$
3	Firewall Evaluation		\$
4	Data Governance		\$
5	Information Security Policies		\$
6	Security Awareness & Social Engineering Testing		\$
7	Physical Penetration Testing		\$
TOTAL PROPOSED COST:			\$

ITEM	OPTIONAL SERVICES	AMOUNT
1	Cloud assessment and penetration testing Services (i.e., environments, Application Program Interfaces ("APIs"))	\$
2	Compromise assessment (i.e., data forensics, confirmation on security breaches)	\$
3	Penetration testing Services on District’s Heat, Air Ventilation, and Cooling (“HVAC”) and Closed-circuit Television (“CCTV”) systems	\$
	TOTAL PROPOSED COST OPTIONAL SERVICES:	\$

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Proposals on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

ATTACHMENT C

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

I, _____, a duly authorized representative and officer of _____ (Contractor's name), in accordance with the Code of Virginia, §22.1-296.1, do certify that _____ (Contractor's name)

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

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

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

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

(Contractor's Authorized Office – Signature)

(Contractor's Authorized Officer – Printed Name)

(Title)

(Date)

