

**NEWPORT NEWS PUBLIC SCHOOLS  
PURCHASING DEPARTMENT**

12465 Warwick Boulevard  
Newport News, VA 23606-3041

Telephone: (757) 591-4525  
Fax: (757) 591-4593

**NOTICE OF AWARD**

IFB #007-0-2022GS

September 20, 2021

Successful Bidder: **Walmart Pharmacy**

Address: 2021 Lynnhaven Parkway, Virginia Beach, VA 23456

Your Bid Dated: 09/13/2021

In Response To: IFB # 007-0-2022GS

Description of Work/Products to be furnished: Immunization Services (Flu Shots)

Delivery/Performance Date Start: October 11, 2021

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

***Glenn B. Schofield***

Glenn B. Schofield, C.P.M.

Director of Procurement



**INVITATION FOR BIDS**

**DATE: August 31, 2021**

**Newport News Public Schools**

ISSUING OFFICE:

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

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

|   |
|---|
| <b>BID ITEM NO.</b><br>007-0-2022/GS                      |
| <b>PROCUREMENT OFFICER</b><br><br>Glenn Schofield, C.P.M. |
| <b>OPENING DATE</b><br><br>September 15, 2021             |
| <b>OPENING TIME</b><br><br>10:00 A.M. EST                 |
| <b>PREBID CONFERENCE</b><br><br>Non-Applicable            |

**SEALED BIDS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers. Instructions for direct delivery/drop-off to the Issuing Office from the Bidder are detailed on Page 6 of this Invitation for Bid.**

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

**COMMODITY: Immunization Service NIGP CODE: 948-92, 948-55, 948-72**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS IS NOT AN ORDER**

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

**NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.  
Influenza Vaccination Services for NNPS Employees**

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

PAYMENT TERMS: \_\_\_\_\_

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. NEWPORT NEWS, VIRGINIA

|                  |                       |                             |                        |
|------------------|-----------------------|-----------------------------|------------------------|
| Authorized Agent | _____<br>Signature    | _____<br>Type or Print Name | _____<br>Email Address |
| Company FEI/FIN# | _____<br>Phone Number | _____<br>FAX Number         |                        |

**SPECIFIC LEGAL REQUIREMENTS**

**ANTI-COLLUSION:**

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

**DRUG-FREE WORKPLACE:**

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

**EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:**

1. During the performance of this contract, the successful bidder/offeror agrees as follows:
  - a. Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful bidder/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

**Name and Address of BIDDER/OFFEROR:** \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Federal Tax Identification Number/Social Security Number:** \_\_\_\_\_

**State Corporation Commission Identification Number:** \_\_\_\_\_

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

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

N

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## I. SCOPE OF WORK

### A. GENERAL REQUIREMENTS

1. NNPS requires Contractor to furnish all labor, materials, and incidentals required to administer the annual flu shot to Newport News Public Schools employees at multiple on-site locations, on an annual basis, per the terms and conditions contained herein.
2. Per attachment **Exhibit A – Bid Response Form**, AWARD WILL BE BASED ON UP to 2,000 VACCINES listed PRICE PER DOSE for both insured and uninsured employees, the average of the sum of both.

### B. SPECIFIC REQUIREMENTS

1. Contractor shall furnish all labor, materials, and incidentals required to administer the annual flu shot to Newport News Public Schools employees at multiple on-site locations on an annual basis per the terms and conditions contained herein.
2. All deliveries and services must be coordinated through Nancy Carlson, Health Services Supervisor at (757) 283-7850, X10308.
3. Services may begin on October 1, 2021 and must be completed by December 31, 2021.
4. Influenza vaccine to be purchased by a USFDA regulated pharmacy such as Sanofi Pharmaceuticals or Navartis Pharmaceuticals.
5. NNPS administers upwards of 2,000 vaccinations per year.
6. Vaccines must be administered by a Licensed Practical Nurse (LPN), or a Registered Nurse (RN).
7. Nurses must be qualified health professionals and have a current Virginia license with previous experience administering injections in high volume clinics.
  - a) The Contractor must be able to provide two (2) Nurses for each NNPS location including schools, Administration building, and the SCOT center. The location addresses are listed on the NNPS website at <http://sbo.nn.k12.va.us/index.html>.
  - b) NNPS will require employees to sign up in advance to ensure that the Contractor schedules a sufficient number of nurses in order to vaccinate the employees within a reasonable amount of time.
- c) Nurses must arrive 30 minutes prior to the advertised clinic time to set up stations and have supplies ready to administer at appointed times.
- d) Tables, chairs, and waste baskets will be provided for the nurses' use while conducting the clinic. However, Contractor must provide containers suitable for disposal of biohazard materials.
- e) Nurses will use medically accepted procedures for proper disposal of used needs, syringes, and any other bio hazardous waste from the clinic in the safest and most secure method.
- f) Contractor will be required to have a sign in process for employees receiving vaccinations.
- g) Nurses must screen patients for risk of allergic reactions, and advise patients of other possible risks.
- h) Nursing staff shall ensure the completion of a waiver/consent form by each individual who receives a vaccination. **If the Contractor has a prepared form, a copy should be included in the bid response.**
- i) Contractor must comply with all applicable professional conduct standards and in accordance with HIPPA guidelines during the existence of the resulting contract.
- j) Contractor must provide the contact information for the designated Account Representative for scheduling, billing, and related issues.
- k) Contractor shall direct bill employee insurance companies.
- l) If employee is uninsured and Contractor desires payment from employee, the Contract shall provide preferred payment method for employee.
- m) The term of the contract is for one (1) year, October 1, 2021 through September 30, 2022. If mutually agreed to, this contract may be renewed for four (4) additional one (1) year periods.
- n) Quantities listed in this bid are estimates only and are not a guaranteed quantity.
- o) Unit prices indicated in the bid response will include all labor, material, and incidentals necessary to provide the influenza vaccines.

## II. SPECIAL INSTRUCTIONS TO THE BIDDER:

### A. Issuing Office:

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

Glenn Schofield, C.P.M., Director of Procurement  
Newport News Public Schools Purchasing Department  
12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 591-4525  
Fax: (757) 591-4593  
Email: [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us)

### B. NNPS Project Manager/Contract Administrator:

**Wherever used in this Invitation for Bid and for purposes of any notices under this contract,**

The NNPS Contract Administrator will be:

Nancy Carlson  
Health Services Supervisor  
12465 Warwick Blvd.  
Newport News, VA 23435  
Phone: (757) 283-7850, X10308  
Email: [nancy.carlson@nn.k12.va.us](mailto:nancy.carlson@nn.k12.va.us)

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

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

### D. Pre-Bid Conference:

Non-Applicable

### E. Bidders of Record:

Bidders receiving a copy of this IFB from a source other than the Issuing Office via the [www.eVA.virginia.gov](http://www.eVA.virginia.gov) web site must contact the Issuing Office and provide Bidder's name, address, contact person, telephone and fax number, and the IFB Item Number. Bidder will be added to the eVA planholders' list and will receive notification of any addenda to the IFB.

### F. Questions:

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us) not later than September 7, 2021, 11:00 A.M. Eastern Time. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents.

Bidder is responsible for checking the [www.eVA.virginia.gov](http://www.eVA.virginia.gov) web site or contacting the Issuing Office within 48 hours prior to bid closing to secure any addenda affecting this IFB.

### G. Changes or Modifications:

Changes or modifications to this Invitation for Bids made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation for Bid. Oral modifications shall not form a part of the Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

## H. Bid Submittal Requirements:

1. Each Bid submission shall be submitted to the Issuing Office and will include the following documents:
  - a. The cover page of this Invitation to Bid, which will contain:
    - (1) Original signature of an agent authorized to bind the company;
    - (2) Payment terms; and
    - (3) Acknowledgment of any addenda on page one (1).
  - b. Bid Response Form (**Attachment A**);
2. Bidder shall submit one original and one (1) copy of its Bid. This original of the Bid shall contain the original signature of the contracting authority.
3. Submit Bids in a sealed envelope or package. Clearly label the shipping/ mailing packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. **Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.** Bids will be received on or before the date and the hour and at the place stipulated in the Invitation to Bids as may be modified by subsequent Addenda. Purchasing Department operating hours are on the NNPS website at <http://sbo.nn.k12.va.us/index.html>. **Bids delivered in person shall be delivered to the front desk/reception area of the Issuing Office, and upon delivery the Purchasing Department will be immediately contacted to receive/date stamp the bid package. On September 15, 2021, the bid opening date, a Purchasing Department member will be present in the front desk/reception area from 9:30 A.M. EST until the bid opening time, this to receive bids and then to escort any bidder who wishes to observe the actual bid opening, to the bid opening area.**

The official time used for the receipt of responses is determined by reference to the clock designated by the Procurement Officer. The Procurement Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted.
4. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying.

## I. Proprietary Information/Disclosure:

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

Bidder shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and the NNPS reserves the right to submit such information to the NNPS's attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by an Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

**J.** Notice of Award:

Any contract resulting from this IFB will be publicly posted for inspection on the eVA.virginia.gov website as well as in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

**K.** Award:

NNPS may elect to award a contract to more than one vendor.

The award of contracts shall be at the sole discretion of the NNPS. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. The NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Furthermore, the NNPS reserves the right to enter into any contract deemed to be in the NNPS's best interest.

**L.** IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 10:01 A.M. or later) shall not be considered and will be returned unopened to Bidder.

**M.** Withdrawal of Bids:

A bidder for a contract may request withdrawal of his or her bid under the following circumstances: **A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.**

1. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Purchasing Agent in writing.
3. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder



who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

**N. Disposition of Bids:**

All materials submitted in response to this IFB shall become the property of the NNPS. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

**O. Cost of Responding:**

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

**III. GENERAL TERMS AND CONDITIONS**

**A. Contract Document:**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification.

**B. Contract Modification(s):**

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, the conditions relating to services required herein. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

**C. Bid Binding For Ninety (90) Days:**

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation For Bid

**D. Subcontractors:**

Successful Bidder's use of subcontractors and the work they are to perform must receive written approval from the NNPS. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder.

**E. Non-Assignment:**

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

**F. Antitrust:**

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

**G. Anticollusion/Nondiscrimination Requirements Form:**

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

**H. 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.

**I. 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.

**J. Hold Harmless/Indemnification:**

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

**K. Notices:**

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

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

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

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**L. Delivery Delays:**

NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by the NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by the NNPS, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days

will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.

**NNPS Purchase From Alternate Sources:** NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections.

The Successful Bidder shall reimburse NNPS promptly for excess costs incurred by NNPS for such purchases. Any such purchases will be deducted from the contract amount. In the event NNPS' cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

**Liability:** Successful Bidder shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to:

Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables.

Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Bidder.

**M. Termination Without Cause:**

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

**N. Termination With Cause/Breach:**

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

**O. Breach of Contract:**

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

**P. 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.

**Q. Compliance With All Laws:**

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

**R. Venue:**

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

**S. 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.

**T. Non-Appropriation of Funds:**

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

**U. Tax Exemption:**

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

**V. Vendor's Invoices:**

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

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

**W. 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.

**X. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by the 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 the NNPS under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the NNPS and Successful Bidder 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 bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

**1. Special Educational or Promotional Discounts:**

The contractor 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.

**Y. Prompt Payment**

The 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.

**Z. Payment by Electronic Funds Transfer (EFT)**

(a) Method of payment.

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

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

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

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

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

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

the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

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

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

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

NNPS Accounting Department Designated Contact:

Accounting Department  
NNPS Administration Building  
12465 Warwick Blvd.  
Newport News, Virginia 23606  
Tel: (757) 591-7487  
Kimberly Powell, Accounting Supervisor  
[kimberly.powell@nn.k12.va.us](mailto:kimberly.powell@nn.k12.va.us)

**AA. Audits:**

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

#### **IV. SPECIAL TERMS AND CONDITIONS**

**A. Contract Term:**

Initial contract term is October 1, 2021 through September 30, 2022 with four (4) one (1) year renewal options.

**B. 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.

**C. Insurance:**

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.

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. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

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

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,<br>including Contractual Liability and<br>Products and Completed Operations Coverage | \$1,000,000 Combined Single Limit |
| Professional Liability   |                                   |
| Per Occurrence:  | \$1,000,000                       |
| General Aggregate  | \$1,000,000                       |

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

**D. 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.



**Exhibit A**

**BID RESPONSE FORM**

In compliance with solicitation dated August 31, 2021 the undersigned proposes to furnish all labor, equipment and materials and incidentals to perform all work in strict accordance with all requirements for:

**Influenza Vaccination Services**

The above scope of work to be performed at the dollar amount(s) stated herein.

The undersigned agrees and assures that:

- . All prices stated herein shall be firm for a period of \_\_\_\_\_calendar days. (90 days minimum)
- . If bidder's response is accepted and a purchase order issued, bidder will accept same and fulfill requirements in strict compliance with all terms and conditions.
- . Bidder's business is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia, as amended, or as otherwise required by law.
- . Bidder meets all licensing and permit requirements to conduct business in the City of Newport News, Virginia

**Exhibit A – Bid Response Form (Continued)**

**IFB Project No. 007-0-2022/GS**

Submitted By:

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Date: \_\_\_\_\_

Federal ID # \_\_\_\_\_ SCC Registration # \_\_\_\_\_

DUNS # \_\_\_\_\_

The BIDDER, in compliance with the Invitation For Bids (IFB #007-0-2022/GS) for Influenza Vaccination Services and having carefully examined the Conditions of the Contract, and Addenda HEREBY PROPOSE to furnish all labor, materials and equipment, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and for the Bid price stated herein. Said price shall cover all expenses incurred in performing the work required by the Contract Documents, of which this proposal is a part.

**Influenza Vaccination Services**

| Estimated Quantities   | Cost per dose for insured employees billed to insurance companies (Estimated 0.5 cc per dose) | Cost per dose for uninsured employees billed to employee (Estimated 0.5 cc per dose) | Vendor Brand Name | Manufacturer | Mercury Free (Y/N) |
|------------------------|---|--|-------------------|--------------|--------------------|
| Up to 2,000 vaccines   |   |  |                   |              |                    |
| 2,001 or more vaccines |   |  |                   |              |                    |

AWARD WILL BE BASED ON UP to 2,000 VACCINES listed PRICE PER DOSE for both insured and uninsured employees, the average of the sum of both.

**Exhibit A – Bid Response Form (Continued)**

The undersigned agrees that if awarded a Contract, bidder will commence work on specified start date.

(For individual trading  
in his individual name) \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

(For use by an individual  
trading under trade name) \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Trading as \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

(For use by partnership) \_\_\_\_\_  
(Partnership Name Printed)

\_\_\_\_\_  
(Partner/Signature)

(For use by a corporation) \_\_\_\_\_  
(Corporate Name Printed)

By \_\_\_\_\_  
(Corporate Officer Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Indicate Official Position

Attest: \_\_\_\_\_

Corporate Secretary

\_\_\_\_\_  
(Name Printed)

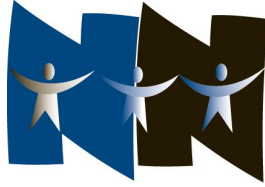
**CERTIFICATION REGARDING DEBARMENT**

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



September 8, 2021

**Addendum #1**

**FOR IMMEDIATE ATTENTION**

TO: ALL BIDDERS

RE: IFB #007-0-2022GS – Influenza Vaccination Services for NNPS Employees

1. The above referenced IFB is hereby amended and clarified as follows:  
The following shall now read, on Page 4, B. SPECIFIC REQUIREMENTS,  
6. Vaccines must be administered by a Licensed Pharmacist, a Licensed Practical Nurse (LPN), or a Registered Nurse (RN)
2. Questions:
  - a) Please specify the total number of clinics requested. Would clinics all occur on the same day, or spread out along multiple days?
    - **NNPS expects clinics to be in every NNPS school building and in our Administration Building, Child Nutrition and Plant Services locations. NNPS plans to have clinics in one (1) work week, moving from location to location. NNPS has 43 locations.**
  - b) Does NNPS expect clinics to begin on October 1<sup>st</sup> or is the start date flexible?
    - **The NNPS Staff Flu Clinics will be from October 11-15, 2021.**
3. All other provisions of the IFB shall remain unchanged. This provision shall become part of the IFB package, and Bidder shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with the Bid.

Signature: \_\_\_\_\_  
(Bidder)

Sincerely,

Glenn Schofield, C.P.M.  
Director of Procurement