



**PURCHASING DEPARTMENT**

**Newport News Public Schools**

757-591-4525/ FAX 757-591-4634

12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

May 18, 2018

**NOTICE OF INTENT TO AWARD  
RFP 008-0-2018LC  
PDMS Solution**

To All Offerors:

Please be advised that Newport News Public Schools (NNPS) completed the evaluation of the proposal for professional development management solution under Request for Proposal (RFP) #008-0-2018LC. Frontline Education. was determined to be the most suitable provider for NNPS. NNPS intends to award a contract on May 29, 2018.

Should you have any questions, please feel free to contact me at (757) 597-2820 or [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us)

Sincerely,

*Lisa A. Cumming*

Lisa A. Cumming, CPPO, C.P.M., VCO  
Director of Purchasing/Purchasing Agent  
Newport News Public Schools

# REQUEST FOR PROPOSALS

## Newport News Public Schools

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

DATE: February 2, 2018

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

SEALED PROPOSALS will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

COMMODITY: PDMS Solution

NIGP CODE: 208-51

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

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

**THIS IS NOT AN ORDER**

<b>RFP ITEM NO.</b> 008-0-2018LC
<b>PROCUREMENT OFFICER</b>  Lisa Cumming, CPPO, C.P.M.
<b>CLOSING DATE</b> February 22, 2018
<b>CLOSING TIME</b> 2:00 P.M. EST
<b>PREPROPOSAL CONFERENCE</b>  N/A

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

## Professional Development Management Software Solution

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

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

Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Email Address

Company FEI/FIN#

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

**SPECIFIC LEGAL REQUIREMENTS**

**ANTI-COLLUION:**

In the preparation and submission of this bid/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 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 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 SUCESSFUL 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. A Offeror/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 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 bid 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

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## I. PURPOSE

Newport News Public Schools is seeking a third party K-12 education professional development management solutions (PDMS) that is scalable and provides inter-operability and integration with other internal systems that rely on Active Directory authentication. NNPS currently has 5,699 employees. NNPS is only interested in solutions that have an established record working with K-12 institutions and does not desire proposals that include onsite development of such solutions.

## II. BACKGROUND

NNPS educates approximately 30,000 students in 5 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school, and 9 program sites. For more information on Newport News Public Schools, please visit <http://sbo.nn.k12.va.us/overview/>.

Offerors to this solicitation are encouraged to review the data contained in NNPS' website for a better understanding of NNPS, its organization and management, and the services it provides. Contract Length of service anticipated: 1 year, 3 years, 5 years, or longer. NNPS currently employs 5,699 employees.

Education systems have to choose carefully to pick the correct solution that addresses the specific needs and requirements of a k-12 school system -as opposed to a business environment- which will not only address their needs today but also those of the future.

## III. REQUIREMENTS

### *Mandatory Required:*

- The solution must use secure LDAP integration for user authentication
- Vendor must supply the exact LDAP fields required for authentication
- Vendor must provide or be able to access a SFTP site for any data transfers containing Personally Identifiable Information (PII)

### *Preferred features:*

- The solution should alert us to issues related to access or user authentication before our users are affected
- The solution should have a website that shows the service status for troubleshooting purposes
- The solution should offer an administration console that will allow a product administrator to verify user accounts

### *Additional optional desired features include:*

Electronic evaluation system that will:

- Generate self-created forms
- Set up processes like mid-year evaluations, self-evaluations, observations
- Allow for attachments
- Have ability to transfer all staff over from year to year automatically
- Have the ability to update tenure For example: if an employee is on probation year 1 in current school year, the system will automatically change them to probationary year 2 for the next school year.
- Universal library access for our handbooks for each level of evaluations and forms for staff to access
- Set up and implement action plans (performance improvement plan)
- Continuation of performance improvement plans from year to year
- Have compatibility with MUNIS and DOMA
- Ability to export to excel

- Dashboard on process completion with alert/notifications when processes are not completed or past due
- Access by supervisors to unlock their direct report forms

### **Training programs**

- Explain the training options that are available.

### **Costs**

- Fees and Licensing
- Explain any setup fees.
- Explain the licensing structure. Is licensing available in Perpetual, yearly, multi-year agreements?
- Is licensing by user? Explain the pricing structure.
- Explain any proposed Training Fees.
- Identify any resources NNPS must provide
- Separate costs by required and desired features and modules.

## **IV. SCOPE OF WORK**

### **Scope of Services**

The vendor shall furnish all labor, materials, and services necessary to satisfy the requirements of NNPS set forth in their proposal. The vendor represents that it will perform all services in accordance with generally accepted professional standards, and will provide NNPS with the best possible advice and consultation within the vendor's authority and capacity.

## **V. SPECIAL INSTRUCTIONS TO THE OFFEROR**

### **A. Definitions:**

Issuing Office:

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

Newport News Public Schools  
Purchasing Department  
Lisa Cumming, C.P.M., CPPO, VCO  
Purchasing Director  
12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 597-2820  
Fax: (757) 591-4593  
Email: [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us)

NNPS Contract Administrator:

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

Angela Rhett  
Program Administrator, Employee Expertise  
Newport News Public Schools Curriculum and Development Department

12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 283-7850  
Email: angela.rhett@nn.k12.va.us

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

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

**C. Pre-Proposal Conference: N/A.**

**D. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office via [www.eva.virginia.gov](http://www.eva.virginia.gov) must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the EVA plan holders list and will receive notification of any addenda to the IFB.

**E. Questions:**

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office to [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us) no later than **4:00 PM EST, February 13, 2018**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the [www.eva.virginia.gov](http://www.eva.virginia.gov) web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

**F. 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.

**G. 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 (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

**H. Proposal Submittal Requirements:**

1. Each Proposal submission shall be submitted to the Issuing Office and will 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. Attachment A:References, Attachment B: Pricing Proposal, and Attachment C: Requirements Matrix;
  - c. Completed and signed anticollusion/nondiscrimination clauses on page 2;
  - d. New and unused CD or flash drive containing Attachments B and C in Excel format compatible within a Microsoft operating environment.
2. Offeror shall submit one (1) original, and one (1) electronic copy (CD or USB) or flash drive, which should be labeled with the Offerors name and the RFP number. At least one copy of the RFP shall



contain the original signature of the contracting authority.

3. Submit proposals 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 RFP Item No., Closing Date and Time, and the Offeror's firm name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
4. Offerors are encouraged to submit their bids on recycled paper and to use double-sided copying
5. Proposals are to be organized in the following tabs:

**Tab 1 – Executive Summary**

The executive summary should summarize background on the firm and its specific accomplishments in the PDMS area. Offeror should provide examples of past PDMS implementations. Provide a brief description of the project and its location.

**Tab II – References (Attachment A)**

Include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation Contract Completion, and description of services provided for each of the references listed.

**Tab III – Management Team (Offeror)**

Provide detailed resumes of personnel to be assigned to the NNPS project, including any pertinent certifications and years of experience in the development, use and management of the proposed PDMS solution. Also provide:

- 1) Name, address, business and mobile telephone number, and email of Offeror's principal contact person regarding the Contract;
- 2) Resumes, credentials, years of experience and accomplishments related to the PDMS software experience for each project team member. At a minimum, resumes should be provided for:
  - Project Manager
  - Technical Lead
  - Training Personnel

**Tab III – Technical Proposal**

Responses should be presented using the order and numbering scheme provided below.

*Part 1- Product / System Features and Performance*

*Part 2- Project Approach and Implementation Schedule*

*Part 3- Training Approach*

*Part 4- Configuration & Licensing Requirements*

*Part 5- Maintenance and Technical Support*

**Tab IV – Price Proposal (Attachment B)**

The Price Proposal should include:

- Product Costs – Including Non-Recurring Services, materials and equipment for the implementation of the PDMS solution, Recurring costs such as licensing of the Offeror's system and any other licensing required to be contracted by NNPS.
- Maintenance Pricing
- Warranty Pricing
- Contracted and consulting services and expense costs.

**Tab V – Annual reports and financial statements**

Upon request by NNPS, the Offeror will be required to submit a statement regarding the financial stability of Offeror, including the ability of Offeror to perform the requisite services and additional services included in its response. If requested by NNPS, Offeror will be required to submit the most recent audited financial statement of the Offeror’s organization, and other financial data requested or required within 24 hours after request by NNPS, in an envelope labeled “Financial Statement and Data.”

**Tab VI – Completed NNPS Requirements Matrix (Attachment C)**

**I. 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. Other elements included in this evaluation, which are not necessarily in rank order, are:
  - The scope of services offered and the ability to package services to best meet the needs of NNPS
  - The costs for the services that best meet the school system’s needs
  - The scope of experience of the company with school systems of similar size
  - Reference checks with prior customers

Criteria	Weight (%)
Pricing (Implementation and Annual Recurring)	40
Product Features and ease of navigation	20
NNPS Requirements Matrix	20
Qualifications of the Firm	15
Qualifications of the Implementation Support Team Proposed	5

3. Exceptions/Alternatives will also be considered.
4. 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.

**J. Presentation/Demonstration:**

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

**K. 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.

## VI. 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:

- This RFP document;
- Any negotiated changes to the foregoing documents; and
- Offeror's proposal

### B. *Proposal Binding For One-hundred Twenty (120) Days:*

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

### C. *Proprietary Information/Non-Disclosure:*

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall

govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

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

### D. *Contract Modification(s):*

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

### E. *Offeror Obligation:*

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

### F. *Conditions of Work:*

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

### G. *Prime Contractor:*

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

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

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

**H. Subcontractors:**

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

**I. Non-Assignment:**

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

**J. Antitrust:**

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

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

The attached "Anticollusion/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 anticollusion/nondiscrimination statement.

**L. Hold Harmless/Indemnification:**

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

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

**N. Non-Performance:**

1. Delivery Delays: NNPS reserves the right to procure services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. 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 services from alternate sources.
  - b. Increased costs of performance, such as extended overhead and increased performance costs resulting

from performance delays caused by Successful Offeror

- 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.

**O. Termination Without Cause:**

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

**P. 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.

**Q. Breach of Contract:**

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

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 NNPS's 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 email, fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

**R. 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.

**S. 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.

**T. 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.

**U. 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.

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

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

**W. *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.

**X. *Vendor's Invoices:***

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

- 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 RFP number and the NNPS Purchase Order Number

**Y. *Contractual Disputes:***

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

**Z. *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.

**AA. *Payment Terms:***

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

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

**BB. Prompt Payment:**

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

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

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

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

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

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

**CC. Audits:**

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



Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

**DD. Notice of Award:**

Will be publicly posted for inspection in the Newport News Public Schools (NNPS) Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia, the NNPS website and [www.eva.virginia.gov](http://www.eva.virginia.gov).

**EE. 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.

**FF. 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.

**GG. Exclusivity:**

Any contract resulting from this RFP shall be exclusive with the following exceptions: NNPS reserves the right to procure services under this contract from a third party in the event of the following: Contractor is unable to provide required services within the required delivery time.

## VII. SPECIAL TERMS AND CONDITIONS

**A. Contract Term:**

This contract term shall be for duration of the project commencing on date of award.

**B. Contract Extension:**

This contract may be extended upon mutual agreement of both parties for upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

**C. Time is of the Essence:**

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

**D. Insurance:**

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 520 Butler Farm Road, Hampton, VA 23666, 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 OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms  
Workers' Compensation

Limits  
Statutory

Automobile Liability	\$1,000,000 Combined Single Limit Commercial General
Liability,	\$1,000,000 Combined Single Limit including Contractual Liability and
Products and Completed Operations Coverage	
Professional E&O Liability	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

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

**E. *Unauthorized Disclosure of Information:***

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

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

**F. *Certification Regarding Debarment:***

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

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\_\_\_\_\_  
Date

**G. *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 (see “11. Industry Standards”) and best practices that Vendor then applies to its own network.

2. Application Security. Vendor agrees at all times to provide, maintain and support its Software and subsequent updates, upgrades, and bug fixes such that the Software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project’s (OWASP) “Top Ten Project” -see <http://www.owasp.org>;
- or b) The CWE/SANS Top 25 Programming Errors -see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>; or

- c) Other generally recognized and comparable industry practices or standards.
3. 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.
  4. 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 “6. Data Encryption”.
  5. 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”.
  6. 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.
  7. 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.
  8. 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/>.
  9. 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.
  10. 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’s data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16

SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools' sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

11. 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/>

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

**H. Copyright/Patent Indemnity:**

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

**I. Payment by Electronic Funds Transfer:**

(a) Method of payment.

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

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

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

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

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

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") by \_\_\_\_\_ [the Procurement Officer shall insert date, days after award, or insert "no later than 15 days prior to submission of the first request for payment"]. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

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

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

(d) Suspension of payment.

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

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

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

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

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

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

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

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

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757)591- 4513

Steven Kanehl, Accounting Supervisor

Steve.Kanehl@nn.k12.va.us

**Attachment A: References**

**Years In Business:** Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_years.

**References:** Indicate below a listing of three (3) references for which you currently provide this type of service. Include the date service was furnished, name of client, address and phone/fax number.

Client Name:

Date of Service:

Address:

Phone:

Fax:

Client Name:

Date of Service:

Address:

Phone:

Fax:

Client Name:

Date of Service:

Address:

Phone:

Fax

**Attachment B: Price Proposal Cover Sheet**

PRODUCT NAME / PRICING DESCRIPTION: \_\_\_\_\_

The following Pricing is submitted for the Offeror's Product:

Price Description	Non-Recurring	Recurring	5-Yr Extended Cost (2018-2023)
Product Costs			
• Licensing Price			
• Other Licensing Price			
Maintenance Cost			
Warranty Price			
Additional Costs (Attach description)			
<b>TOTAL</b>			
<i>Optional Pricing</i>		<i>Recurring</i>	
Post-Implementation Consultation and On-Site Support Pricing (Note # hours and period for pricing basis)			
• Project Manager			
• Senior Technical Staff			

The following Pricing is estimated for costs external to the Offeror's proposal required for implementation of this price proposal.

<b>OTHER COSTS</b>				
Vendor Name	Vendor Model/ Part Number	Quantity Recommended	Price	Extended Price
Hardware				
Software Products/ Licenses				
Other Products or Peripherals				

Multiple Options shall be noted on separate Pricing Sheets, if applicable.



**Attachment C: Requirements Matrix**

<b>ID#</b>	<b>Requirement Description</b>	<b>Meets Requirement (Yes) (No) (Custom)</b>	<b>Comments</b>
1	(Graphical User Interface) software system accessible through Internet Explorer version 9 and later		
2	Product has capability for data to be hosted by NNPS.		
3	Product is compatible with user systems including smart phones, tablets, and laptops.		
4	Product is compatible with an environment supporting desktop computers and laptops (Windows) for classroom and school front-office users.		
5	Product supports the current desktop computer configuration ( includes Windows 7) and higher		
6	Product supports Microsoft Active Directory Integrated architecture that is used for all network and system authentications.		
7	Product integrates with Microsoft Exchange 2010 and higher for all corporate email communications		
8	The solution must use secure LDAP integration for user authentication		
9	Vendor must supply the exact LDAP fields required for authentication		
10	The solution should alert us to issues related to access or user authentication before our users are affected		
11	The solution should have a website that shows the service status for troubleshooting purposes		
12	The solution should offer an administration console that will allow a product administrator to verify user accounts		
13	Vendor must provide or be able to access a SFTP site for any data transfers containing Personally Identifiable Information (PII)		
14	Product has successfully integrated with the following existing systems: <i>(State which School System implementation included each system)</i>		
14	a.) MUNIS _____: School System(s)		
14	b.) DOMA _____: School System(s)		
14	c.) Ability to export to excel		
15	High availability with minimum down time for upgrades		

ID#	Requirement Description	Meets Requirement (Yes) (No) (Custom)	Comments
16	<b>Electronic evaluation system that will:</b>		
16	<ul style="list-style-type: none"> <li>• Generate self-created forms.</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Set up processes like mid-year evaluations, self-evaluations, observations</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Allow for attachments</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Have ability to transfer all staff over from year to year automatically</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Have the ability to update tenure For example: if an employee is on probation year 1 in current school year, the system will automatically change them to probationary year 2 for the next school year</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Universal library access for our handbooks for each level of evaluations and forms for staff to access</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Set up and implement action plans (performance improvement plan)</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Continuation of performance improvement plans from year to year</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Dashboard on process completion with alert/notifications when processes are not completed or past due</li> </ul>		
16	<ul style="list-style-type: none"> <li>• Access by supervisors to unlock their direct report forms</li> </ul>		



February 20, 2018  
**Addendum #1**

TO: ALL BIDDERS

RE: RFP 008-0-2018LC Professional Development Management Solution

1. Responses are provided to the questions received:

Citation	Vendor Question
<b>Offer Section, Page Number</b>	
Requirements 1, 2, & 3; LDAP integration	Are there additional systems other than MUNIS and DOMA, or LDAP as a protocol that NNPS expects integration? <b>Response: No other system integrations are known at this time.</b>
Requirements 1, 2, & 3; LDAP integration	Can NNPS provide additional specifics on the desired LDAP interface? <b>Response: Our users must be able to login with their NNPS credentials to access the new system. The system must be able to access our Active Directory or our external LDS system via LDAP to verify credentials.</b>
Requirements - Optional Desired Features - Electronic Evaluation System	Does NNPS have an existing electronic teacher evaluation system that is intended to be continued as part of this PD Management platform or is the desired feature to add a new system? <b>Response: NNPS does not currently have an electronic evaluation system. Currently, We do not use the PD management system to connect with evaluation in any way. It is simply the way we track PD recertification points.</b>
Requirements - Optional Desired Features - Electronic Evaluation System	Can NNPS provide more details on the MUNIS and DOMA software? If so do we know what the requirement to integrate with it? <b>Response: MUNIS is NNPS' ERP by Tyler Technologies. DOMA is our online record management system by DOMA Technologies, www.domaonline.com</b>
Requirements - Optional Desired Features - Electronic Evaluation System	Is it required that the system be hosted at NNPS or can the proposal include a vendor hosted solution? <b>Response: NNPS will consider all options.</b>

1. Can you pass along any documents or references to your current evaluation framework and/or forms and rubrics that are currently in use for summative evaluations, observations, and/or walkthroughs? **Response: Currently NNPS does not have a formal evaluation process.**

2. Signature process — do you require signatures on any of your evaluation forms and from which parties (evaluator, evaluatee, reviewers?) **Please see response to question 1.**

3. What is the district strategy around online & offline storage for employee cumulative files. **Response: all records are stored in accordance with Library of Virginia record requirements.**
  4. Linking to MUNIS — what are the specific data elements and/or functions that you are trying to integrate between the PDMS and the MUNIS ERP/Financial system? **Response: NNPS will consider Offeror’s recommendations. Currently, NNPS does not have a formal evaluation program and only tracks continuing education points through its present professional development process.**
  5. Linking to DOMA — what are the specific data elements and/or functions that you are trying to integrate between the PDMS and the DOMA document management system ? **Response: See response to question 4 above.**
2. RFP due date and time has been revised to **Monday, February 26, 2018 by 11:00 AM EST.**
  3. All other provisions of the RFP shall remain unchanged.

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

Sincerely,

Lisa A. Cumming, CPPO, C.P.M., VCO  
Director of Purchasing