



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

RFP #012-0-2022SB

March 23, 2022

Successful Bidder: **Honeywell International Inc.**
Address: 3951 Westerre Parkway, Suite 350
Richmond, VA 23233

Your Proposal Dated: February 16, 2022
In Response To: **RFP 012-0-2022/SB**

Description of Work/Products to be furnished: HVAC Automation and Controls Maintenance

During the Period: Contract Term two (2) base years and three (3) additional, one-year (1) renewable periods, upon the same prices, terms, and conditions set forth in the negotiated contract.

Shannon Bailey

Shannon Bailey, VCCO, VCO
Procurement Manager

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION



REQUEST FOR PROPOSALS

Newport News Public Schools
ISSUING OFFICE:

DATE: January 18, 2022

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

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

RFP ITEM NO. 012-0-2022SB
PROCUREMENT OFFICER Shannon Bailey, VCCO, VCO
CLOSING DATE February 17, 2022
CLOSING TIME 2:00 PM EST
PREPROPOSAL CONFERENCE Optional DATE: January 25, 2022 TIME: 2:00 PM

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: HVAC SERVICES

**NIGP CODE: 91017, 91450, 93648,
94155, 99247, 91484**

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

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE 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.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

DESCRIPTION OF GOODS/SERVICES

HVAC AUTOMATION AND CONTROLS MAINTENANCE

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

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

Authorized Agent:

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company FEI/FIN#

ENCLOSURES

RFP #012-0-2022SB

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
 - a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

Federal Tax Identification Number/Social Security Number: _____

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

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I. PURPOSE

The School Board of the City of Newport News, also referred to as “NNPS” is seeking proposals from qualified and experienced firms for the purpose of providing Preventative Maintenance, Routine Maintenance and Emergency Services on building HVAC Automation and Control Systems for multiple facilities operated by the School System. The locations are as followed:

Admin Bldg	Dunbar Erwin	Menchville High	Yates Elementary
Aviation Academy	Dutrow Elementary	Nelson Elementary	Heritage High
B.C. Charles Elem	Epes Elementary	Newsome Park Elem	Woodside High
Carver Elem	Greenwood Elem	Point Option	Deer Park Elem
Crittenden Middle	Hidenwood Elem	Palmer Elem	Jenkins Elem
Denbigh ECC	Hines Middle	Riverside Elem	Hilton Elementary
Denbigh High	Marshall Elem	Sanford Elementary	SCOT Warehouse
Denbigh Adult Ed	McIntosh Elem	Saunders Elementary	SCOT Transport
Dozier Middle	Lee Hall Elem	Watkins Elementary	SCOT Plant Services
Discovery Stem	Gildersleeve Middle	Sedgefield Elem	
Enterprise Academy	Gatewood Peep		

The locations listed shall be included in the scope and pricing. The Building automation system is Niagara N4 and AX framework with Honeywell control components.

This RFP is part of a competitive procurement process which helps to serve the School System’s best interests. It also provides firms with a fair opportunity for their services and capabilities to be duly considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and the price is the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the School System has the flexibility it needs to negotiate with firms to obtain “best value” for the School System.

For ease of reference, each firm receiving this RFP is referred to as the “firm” and the firm selected to provide services for the School District is referred to as the “selected firm”. This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the School System proposes to govern the relationship between it and the selected firm.

II. STATEMENT OF NEEDS

It is the School System’s intent to enter into a preventative service agreement with the selected firm for building HVAC Automation and Control Systems including Preventive and Routine Maintenance, Repair, and Emergency Services necessary for the effective and economical operation of facilities utilized by the Newport News Public Schools. The selected firm shall furnish all labor, materials, tools, and resources necessary to design, develop and implement maintenance procedures for listed building control systems located in the facilities. In addition to normal maintenance and repairs, the selected firm shall have the capability and resources to design, install, and maintain new systems or replacement systems as required by the School System. In order to achieve this goal, the selected firm must provide goods and services that include, but are not necessarily limited to, those outlined below:

2.1 General Requirements

- a. The selected firm shall provide predictive and preventive maintenance services on all equipment, controllers, and associated devices related to the building control systems within the facilities.

- b. The selected firm shall furnish all labor, parts, materials, test equipment, tools, programming materials, and services in conformance with the terms and conditions as outlined in this RFP.
- c. To ensure that the Newport News School System receives the scope of services required by this Request for Proposal, the selected firm shall have a performance management system implemented that provides the minimum service performance information as defined in Section 5.0 "Scope of Goods and Services - Performance Management System".
- d. Each firm is required to visit the site of the equipment and proposed work prior to submitting their proposal. An Optional pre-proposal meeting will be held **Tuesday, January 25, 2022 at 2:00 pm** at the Newport News Plant Building, 12580 Patrick Henry Drive, Newport News at 11:00 AM. The purpose of this visit is to acquaint the firms with any and all conditions at the site and to identify, inspect and inventory the equipment. One conducted tour of the premises will be conducted and each firm can only have three employees on the tour. Firms are not allowed to tour the sites unescorted or at any time other than on a scheduled tour. The firms will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required with this specification, because of the failure to become acquainted with all the information concerning the services to be performed. It is the responsibility of the firm to inventory all equipment in the buildings for purposes of developing a proposal.
- e. Companies shall be licensed in the Commonwealth of Virginia as a Class A contractor with a sub-classification notation of HVAC for the last three years. A copy of each license must be submitted with the proposal.
- f. Each firm must meet all requirements under the heading "Service Company Qualifications". Any proposal not meeting these requirements will be considered incomplete.

2.2 Service Qualifications

a. Automation technician's Qualifications

The selected firm shall employ sufficient qualified mechanics and technicians who can arrive on the site within the specified time period of no more than two (2) hours for emergencies and standard calls.

The service technicians assigned shall be qualified to service the equipment type under contract, electric, and electronic controls. The local office of the firm shall have service technicians that are experienced with servicing all direct digital control and automation systems, currently installed in the Newport News Schools sites. Resumes of proposed technicians shall be included with the response to this RFP. Resumes shall clearly indicate the technician's length of experience with the specific automation and control equipment installed in the Newport News School's facilities. The primary and secondary technician assigned to this contract should have at least 10 years of experience. Technicians without proper certifications on existing systems should not be assigned or sent to the Newport News School facilities.

Automation Technicians employed by the selected firm and assigned to NNPS will be Certified in: Niagara AX and N4

- b. Subcontracting - Services to be provided shall be performed by qualified and trained service personnel, directly employed by the selected firm. Under no condition will any work specified be subcontracted without the School System's prior approval.
- c. Engineering Support - The selected firm is required to maintain an engineering department staffed with full time professionals in the fields of refrigeration, boilers, electric, and electronic controls.
- d. Preventive Maintenance Scheduling - The work orders shall be transmitted in real-time to service mechanics through a text-based messaging system to facilitate timely and accurate tasking. To ensure a uniform and detailed method of defining preventive maintenance tasks, all preventive

maintenance tasks shall be scheduled based on the manufacturers' maintenance recommendations and on no less than ten years of maintenance experience. The selected firm may be required to show copies of said computer preventive maintenance report to demonstrate compliance to this requirement.

The selected firm shall, based on guidance from the affected School facility occupants, schedule preventive maintenance tasks for each piece of equipment in each facility to accommodate occupant schedules and operating hours.

- e. Inventory and Test Equipment - To ensure timely availability in emergency situations, the selected firm shall maintain or have access to an adequate inventory of standard replacement parts for common components in the system under contract within 24 hours, and will demonstrate that they own the proper tools and test equipment to maintain all the systems and equipment under contract. For building control and automation systems, the selected firm must own and be able to document the use of diagnostic and programming tools for the systems currently installed in the facilities under coverage.
- f. Licensing - The selected firm must be a fully licensed Class A contractor licensed to do business in the Commonwealth of Virginia with the proper sub-classifications as required for the tasks being performed. This license must remain valid throughout the term of this agreement.

2.3 General Maintenance Procedures

Procedures and records the selected firm shall:

- a. Maintain complete and detailed service and maintenance records for each piece of equipment in a secure central database that will be provided to the School System upon request.
- b. Within 45 days of award, complete computer database for all automation equipment must be in place. Within the same time parameters firm must have the ability to generate computer call reports and be able to issue computer generated work orders.
- c. The Newport News School System does not wish to maintain files of maintenance records on site in the form of paper documents. The selected firm must provide service records in a paperless fashion with e-mail notification to the designated Newport News School System personnel and shall provide real time access via an Internet portal to all service records during the term of any agreement resulting from this Request for Proposal.
- d. Provide records through multiple sorting criteria including companywide, job site, contract, or by individual piece of equipment.
- e. Provide real time records to each and all technicians servicing any piece of equipment on the site.
- f. Provide records that are secure and available only to authorized School System or service personnel.
- g. Provide work orders that clearly identify the equipment to be serviced and contain sufficient information about the task required to complete the work.
- h. Have the ability to provide "real time" status of any current work order at any time and make that status available via the Internet, e-mail, or phone.
- i. Have the ability to receive service requests via an Internet web site or centralized call center on a 24/7 365-day basis.
- j. Have the ability to digitally capture customer service signature for authorization of work and work completed. Signature is digitally recorded for verification reasons.
- k. Have the ability for service requests and preventive maintenance activities to be tracked to completion in a timely manner.
- l. Have the ability for information and data to be properly and securely controlled.
- m. As work is scheduled, the selected form shall issue, to the Technician on the job, a computer prepared service report detailing exactly what tasks to perform, time of performance, skill levels

required, and special tools and instrumentation required to maintain the systems at optimum comfort and efficiency levels.

2.4 Preventive Maintenance Calls

All scheduled maintenance calls under this agreement shall be performed during the normal working hours defined as 7:00 AM – through 4:00 PM. The selected firm must respond to all service requests regardless of weather conditions (snow, ice, etc.). The selected firm shall notify the School System **upon arrival and departure** to/from any facility receiving maintenance and/or where work is being performed. The School System will provide reasonable means of access to all equipment covered by the resulting agreement. The selected firm shall be free to start and stop all primary equipment incidental to the operation of the systems as arranged with School System representatives.

2.5 Emergency Service

Emergency service shall be provided 24 hours a day to minimize downtime and convenience. All major systems must be back on line and operating within eight hours of notification of systems failure. The selected firm shall be able to provide emergency service as a part of this agreement including:

- Emergency service as often as needed, on a 24-hour basis, weekends and legal holidays included.
- Service personnel shall arrive on-site within two (2) hours after notification of an emergency situation.
- (2) local or toll-free phone numbers. These phones must be answered by a person under the direct employment of the selected firm and must be trained on building control systems and their operation. An answering service is not sufficient.

3.0 Automation Control Systems Maintenance (Predictive and Preventative Maintenance)

3.1 Equipment

Equipment to include direct digital controllers, interface modules, sensors and field end devices.

3.2 Services

The selected firm must perform:

- Examining and functionally evaluating each piece of equipment and related components to verify proper operation and functionality. Included in this process is the analysis as to efficient operation of the controlled equipment in such a manner as to maximize the operating efficiencies of Newport News Public Schools' facilities.
- Performing data and application back-ups and preventive restoration functions so as to allow for timely restoration in the event of a system or key component (hard drive/controller etc.) catastrophic failure or crash.
- Verification and adjustment of operating parameters as necessary to ensure sensing, monitoring, output, safety, and readout operations for proper ranges, settings, and optimum efficiencies.
- Provide live comfort data that is sortable by location, unit and/or time periods
- Provide quarterly reports on system performance and actions completed to maintain that performance.
- Have the ability to use automation system to create healthy dashboards and energy optimization dashboard at an additional cost.

4.0 Performance Management System

4.1 General - The selected firm shall have a Performance Management System deployed to provide evidence to the School System that the service requirements of this Request for Proposal (RFP) are being met. The performance data shall be captured electronically and stored in an electronic data repository for the term of any contract resulting from this Request for Proposal. The Newport News School System personnel with proper credentials shall have access to reports of service performed through an Internet portal by use of a

web browser. Access to the data repository shall be secured and only provided to personnel that are registered and assigned a password. The selected firm shall provide the data repository offsite in a secured and conditioned environment and the electronic records shall be maintained on redundant servers to ensure reliability.

4.2 Service Performance Data - The minimum information required to be captured and stored shall consist of the following:

- An inventory of all equipment under coverage of the contract resulting from this Request for Proposal.
- Records of every service order issued during the term of the contract. These records shall include customer-initiated service requests and computer-generated preventive maintenance requests.
- Each service record shall include the description of the request, date and time of the service request, name of the service mechanic assigned, date and time that the mechanic arrived at the site, resolution of the request with a description of the work performed and the date and time that the work was completed.
- The service response data including time stamps for receipt of service request and completion of service request shall be captured electronically and immediately available for viewing by the customer.

4.3 Viewing of Service Performance Information - The customer (Newport News School System) shall have access to the service performance information at all times. The service history shall be retrievable by individual building or by the type of service request (preventive maintenance, emergency service, etc). The customer shall view the service performance information in real time to review the status of service request that are in progress.

4.4 Quarterly meetings should take place where maintenance tasks are reviewed and the status of each can be discussed. Open, closed, and in progress tasks are tracked.

5.0 Special Conditions

The selected firm shall be reimbursed for any expenses, parts, or labor incurred as a result of any new government regulations issued after effective date of this contract.

All work performed by the selected firm shall conform to all applicable codes and standards.

The selected firm shall not be liable for any loss. Delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the selected firm's direct control including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, wars, malicious mischief, floods, and other acts of God.

The selected firm shall provide as part of this proposal a fixed annual service price for each twelve-month period that this service agreement is to be in effect. These prices are to reflect the scope of services as outlined in this RFP. If during the term of this agreement, the School System adds equipment to a building or buildings for which coverage is desired, the selected firm shall directly negotiate the additional service prior to the new equipment entering service.

The selected firm shall keep all SMA subscriptions current with the latest version of software for all N4 devices while maintaining and supporting all legacy AX sites until such time the control systems are upgraded to the N4 platform.

III. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions:

Issuing Office:

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

Shannon Bailey, VCCO, VCO
Procurement Manager
Newport News Public Schools
12465 Warwick Boulevard
Newport News, VA 23606
Phone: (757) 591-4560 Ext. 10752
Fax: (757) 591-4593
Email: shannon.bailey1@nn.k12.va.us

NNPS Contract Administrator:

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

Darren Muncy
Program Admin. Energy Climate Controls
Newport News Public Schools
Newport News, VA 23606
Office: 757.881.5024 ext.14132
Email: darren.muncy@nn.k12.va.us

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.

Offerors of Record:

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

Preproposal Conference (Optional)

An Optional pre-proposal conference will be held **Tuesday, January 25, 2022 at the Newport News Plant Services Building located at 12580 Patrick Henry Drive, Newport News at 2:00 PM. Firms will have the opportunity to visit Denbigh High, Greenwood Elementary, and Dutrow Elementary to view the front end and mechanical rooms. The site tour will take approximately two (2) hours.** The purpose of this visit is to acquaint the firms with any and all conditions at the site and to identify, inspect and inventory the equipment. One conducted tour of the premises will be conducted and each firm can only have three (3) employees on the tour. Firms are not allowed to tour the sites unescorted or at any time other than on a scheduled tour. The firms will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required with this specification, because of the failure to become acquainted with all the information concerning the services to be performed. It is the responsibility of the firm to inventory all equipment in the buildings for purposes of developing a proposal.

Questions:

Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office at Shannon.bailey1@nn.k12.va.us no later than **Tuesday, February 1, 2022**. 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 web site, NNPS Purchasing webpage, or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

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.

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.

Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anticollusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original, five (5) hard copies and one (1) electronic copy (CD or USB drive) of the proposal.
 - 1) The CD must be a:
 - a) "standard" compact disk (CD) [using 780 nm wavelength laser diode light]; or a digital video disk or "digital versatile disc" (DVD) [using 650 nm wavelength laser diode light - Note: 'Blue-ray™' disks are not acceptable]. The media shall be capable of being read in a standard personal computer (PC) CD or DVD-drive. The media shall use a "standard" CD-file system format [ISO 9660], be virus-free, and may contain PC-files in any of the following formats:
 - b) Adobe(c) Personal-Document-Files (pdf), version 9.0, or greater
 - c) Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
 - d) Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
 - e) Microsoft (c) PowerPoint 'presentation' files (ppt) , version 12, or greater (PowerPoint 2007)
 - f) American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
 - g) Tagged Information Format (tif or TIFF) files
4. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
5. Proposals are to be organized in the following tabs:

Tab I	Executive Summary
Tab II	Performance Management System
Tab III	References
Tab IV	Financial Proposal (to include price)
Tab V	Cyber Offerings
Tab VI	Sustainability, Energy Optimization, etc.
Tab VII	Proprietary Information
Tab VIII	Exceptions/Deviations

Evaluation of Proposals:

1. After the proposal opening, NNPS will select for further consideration two 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.

The following criteria will be used in the evaluation process:

Evaluation Criteria	Weight
The firm's written technical plan and approach towards providing the requested Building Control Systems Preventive Maintenance, Routine Emergency Service, and the level of experience of the technicians.	30 points
The firm's Performance Management System and ability to provide service records in accordance with the Statement of Needs	20 points
The firm's references from other school systems.	20 points
The firm's financial proposal and relevant terms including discounts, service charges, hourly rates, and overall cost.	10 points
The firm's ability to provide cyber security offerings	10 points
The firm's ability to provide sustainability, energy optimization, and healthy building services.	10 points
Total	100 points

Exceptions/Alternatives will also be considered.

2. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations. 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.
3. 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.
4. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

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.

Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the *Statement of Needs*, the *Preparation of Proposal* guidelines, and the *Proposal Submittal Requirements* as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs listing the evaluation criteria indicated above.

Offerors should be completely responsive to this RFP, be able to conform to the terms and conditions provided, herein, and provide responses to the evaluation criteria outlined, below. Offeror should not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this paragraph.

Offerors are encouraged to provide thorough and detailed information regarding the product and services being offered, based on the details provided, below.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror must number all pages of its proposal and provide tabs as indicated above. Offeror must fully address each of the following items and submit proposals using the following format:

1. **Technical Plan and Approach** - Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
 - a. Offeror's established experience record in providing comparable services to organizations similar to NNPS.
 - b. Number and types of customers the Offeror has served with comparable services.
 - c. Number of years Offeror has been providing these types of services.
 - d. Describe the service operation capacity of the organization including service call dispatch operations, service call communications with technical personnel and internal process controls designed to ensure timely and closed loop performance. Detail at least two (2) methods for placing and tracking service calls and preventive maintenance tasks. At least one of these methods should include internet access on a 24/7 basis to a company staffed dispatch facility.
 - e. Provide documentation of licenses and certifications as may be required during the completion of the requirements contained in this RFP.
 - f. Describe the service operation capacity of the organization including service call dispatch operations, service call communications with technical personnel and internal process controls designed to ensure timely and closed loop performance.
 - h. Information detailing projects of similar scope Offeror is currently engaged in, including:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the firm; and
 - Brief summary of scope of services being provided.
 - i. Other available documentation to verify Offeror's experience.
 - j. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
 - k. A detailed list of contractor licenses held, including license class and number.
 - l. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

- j. Provide a brief history of the firm and its experience providing the required in the RFP and the optional services and capabilities declared above.
 - k. Provide detailed information and qualification information regarding personnel to be assigned to this agreement including resumes and required certifications.
 - l. List all software tools and diagnostic equipment that the firm possesses to service the existing direct digital control and automation systems.
 - m. Provide an organizational chart for the firm including the personnel to be assigned the School System account.
2. **Performance Management System** - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
 - b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
 - c. Size and location of the office that will serve the NNPS;
 - d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
 - e. Qualifications and resumes of the assigned NNPS account team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.
 - f. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
 - Contact for prompt contract administration upon award of the contract;
 - Contact during the period of evaluation;
 - Authorized agent to accept any notices provided for in this contract.
 - g. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
 - h. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
 - i. Provide information about the Service Performance Management System. Provide an information flow chart, location of redundant data repository servers and examples of the format that information will be viewed by the customer
 - j. Provide a copy of a quarterly service report
 - k. Provide an operational scenario and capabilities overview of additional capabilities and competencies offered as may be of interest to the School System.
3. **Sustainability/Energy Optimization Services** - Provide a detailed description of the services to be provided under this contract. Said description must address, at a minimum:
- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
 - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
 - c. Requirements set forth under the Statement of Needs specified in this RFP.
 - d. A detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
 - e. A statement explaining why the Offeror's proposed solution would be the most advantageous to the NNPS.
 - f. Describe the one attribute that places the Offeror ahead of the competition.
 - g. Provide information regarding cyber security offerings, energy optimization, healthy buildings dashboards, and sustainability services.

4. **References**

- a. Number and types of customers the Offeror has served with comparable services.
- b. Number of years Offeror has been providing these types of services.
- c. A minimum of three (3) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's.

For each reference, detail:

- Name of firm;
- Address of firm;
- Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
- Number of years Offeror has served the firm; and
- Brief summary of scope of services provided.

4. **Price**

Submit with the proposal a Pricing Sheet that provides a cost breakdown showing the maximum guaranteed cost of the project, per year, as well as specific charges, hourly rates, retainers, and/or any other basis of billing proposed by the consultant. The Offeror's fees and prices must be in the format illustrated in **Attachment A** and must disclose all applicable cost components included in the final price.

After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions, unless otherwise negotiated prior to award.

5. **Exceptions/Alternatives** - Detail any exceptions taken to the Scope of Work and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

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.

IV. GENERAL TERMS AND CONDITIONS

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

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.

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.

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).

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.

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.

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:

- a. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
- b. 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.
- c. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
- d. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
- e. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

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.

Non-Assignment:

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

Antitrust:

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

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.

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.

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 Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror'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.

Non-Performance:

1. **Delivery Delays:** NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. **Unacceptable Deliveries (Rejections):** Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

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.

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.

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 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Prompt Payment:

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

Within twenty (20) days after the receipt of the invoice or goods or services, 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.

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- 4513

Kimberly Powell, Accounting Supervisor

kimberly.powell1@nn.k12.va.us

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.

Notice of Award:

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

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.

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.

Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/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.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

V. SPECIAL TERMS AND CONDITIONS

Contract Term:

This contract term shall be for **two (2) base years**, commencing on date of award.

Contract Extension:

This contract may be extended upon mutual agreement of both parties for three **(3) additional, one-year (1) periods**, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

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.

Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, 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 OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
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.

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.

Using Entities/Regional /Cooperative Contracts

This solicitation was issued in accordance with Code of Virginia §2.2-4304 on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Offeror or Offerors, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor. NNPS assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the solicitation response.

CERTIFICATION REGARDING DEBARMENT

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

Name of Official

Title

Firm or Corporation

Date

Date Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.
2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.
3. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “5. Data Encryption”.
4. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.
5. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.
8. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to:
 - a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
 - b. Assume responsibility for informing all such individuals in accordance with applicable law, and;

c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

9. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools'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's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

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

Center for Internet Security -see <http://www.cisecurity.org>

Payment Card Industry/Data Security Standards (PCI/DSS) -see <http://www.pcisecuritystandards.org/>

National Institute for Standards and Technology -see <http://csrc.nist.gov>

Federal Information Security Management Act (FISMA) -see <http://csrc.nist.gov>

ISO/IEC 27000-series -see <http://www.iso27001security.com/>

Organization for the Advancement of Structured Information Standards (OASIS) -see <http://www.oasis-open.org/>

11. Vendor agrees to provide SSAE 16 (SOC 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.

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.

DDD. Material and Workmanship:

All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Any references in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. All work under this contract shall be performed in a skillful and workmanlike manner. Owner may require, in writing, that the Contractor remove from the work any employee the Contract Administrator deems incompetent, careless, or otherwise objectionable.

EEE. Material and Appliances:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall promptly notify in writing the Owner representative if any change in materials as specified is contemplated or proposed. Any such proposed change shall be promptly investigated, and if found to be necessary and/or acceptable, the Contract shall be formally modified. Any change in materials shall be made at the Contractors own risk unless approved as prescribed above.

FFF. Employees:

The Contractor shall at all times enforce proper discipline and order among his employees, and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. The Owner reserves the right to require the Contractor to remove from the Project any employee whose actions are detrimental and disruptive to the Project. Proper discipline and order includes the wearing of appropriate clothing; inappropriate messages such as drug, sex, tobacco or alcohol messages depicted on clothing will not be tolerated and will result in immediate removal of the employee from the job site. All NNPS properties are tobacco free; smoking is banned from all school property. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA, Virginia OSHA, NFPA, NEC, etc. requirements. Contractor shall provide to the Owner’s Representative, its Employee Worker Safety Program prior to receiving the Notice to Proceed.

Certification for Contractors in Direct Contact with Students: In accordance with the Code of Virginia, prior to making an award for services that require direct contact with students, the Contractor and any employee who will have direct contact with students must certify

- (i) that he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and
- (ii) whether he has been convicted of a crime of moral turpitude. “Direct contact with students” is defined as “being in the presence of students during regular school hours or during school-sponsored activities”. A signed certification to this effect must be completed prior to Contractor entering the Owner’s premises. Contractor is responsible to obtain signed certifications for any subcontractors performing Work under this Contract.

GGG. Protection of the Public and of Work and of Property:

The Contractor shall provide and maintain all necessary watchmen, flagmen, barricades, and signage in accordance with requirements of the law and of the Owner Representative and take all reasonable precautions for the protection and safety of the public. Contractor shall continuously maintain reasonable protection of all Work from damage, and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the project from such nuisances as debris and excessive noise. Contractor shall make good any damage, injury or loss to his Work and to the property Owner resulting from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner.

Emergency Work:

In a situation which affects the safety of life, or of the Work, or of adjoining property, the Contractor is, without special instructions or authorization from the Owner Representative, permitted to act at his discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Owner Representative. Any compensation claimed by the Contractor on account of emergency Work, shall be determined by mutual agreement and is subject to the notification requirements. Claims shall be submitted to the Owner no later than the current month’s scheduled Project progress meeting.

HHH. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contract Administrator.

The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contract Administrator may have the necessary work performed and charge the cost to the Contractor.

III Environmental Consideration: Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

JJJ. Hazardous Materials: By acceptance of this Contract, the Contractor certifies that it has provided a list of any hazardous material to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. Additionally, the Contractor agrees to update this list during performance of the Contract, whenever the Contractor determines that any other material to be delivered under this Contract is hazardous. Failure of the Contractor to disclose this information is grounds for termination.

KKK. Payments withheld prior to prior to Final Acceptance of Work: As a result of discovered evidence, the Owner may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss caused by: (a) Defective Work not remedied. (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor. (c) Failure of the Contractor of making payments properly to subcontractors or for material or labor. (d) Damage to another Contractor.

LLL. Correction of Work before Final Payment: The Contractor shall promptly remove from the premises all materials and work rejected by the Owner's Representative as failing to meet Contract requirements, whether incorporated in the Work or not, and the Contractor shall promptly replace materials and/or re-execute Work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned Work and materials within ten (10) days after written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) after written notice, the Owner may, upon ten (10) days

written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

MMM. Cleaning Up: The Contractor shall remove at its own expense from the Work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the Contractor by the Owner Representative where such disposal is in accordance with local ordinances.

NNN. Claims for Extra Compensation:

If Contractor encounters work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Project Manager and Architect/Engineer (if assigned to the Project) in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon written notification to the Owner; the Project Manager and Architect /Engineer (if assigned to the Project) shall promptly review any claim for extra compensation. If a claim is accepted by Owner it shall be paid as extra work in accordance with the terms of a formal Change Order executed by all parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the Owner to analyze the need for the extra work and the costs claimed for the work.



Attachment A: Pricing Schedule

RFP #012-0-2022/SB

HVAC Automation and Controls Maintenance

Price for Base Year One	\$ _____
Price for Base Year Two	\$ _____
Price for Year Three	\$ _____
Price for Year Four	\$ _____
Price for Year Five	\$ _____
Total (Year 1 – 5)	\$ _____

Hourly Rate for Repair: \$ _____/hour
(Normal hours 7:00 am – 4:00 pm)

If materials are used, Material Cost shall be billed at contractor actual invoice costs.
The hourly rate shall be inclusive all labor, truck, fuel, overhead, profit, etc.

A list of covered equipment (please attach separate sheet if additional space is required):

Offeror Name _____

Contact Name _____

Address _____

Phone _____

E-mail _____

Attachment B: 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.

1. Client Name:

Date of Service:

Address:

Phone:

Fax:

2. Client Name:

Date of Service:

Address:

Phone:

Fax:

3. Client Name:

Date of Service:

Address:

Phone:

Fax:

Attachment C: Certification for Contractor's Near Students

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

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

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

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

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

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

(Contractor's Authorized Office – Signature)

(Contractor's Authorized Officer – Printed Name)

(Title)

(Date)