



REQUEST FOR PROPOSALS

Newport News Public Schools

ISSUING OFFICE:

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

DATE: November 02 , 2022

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

RFP ITEM NO. 007-0-2023/AP
PROCUREMENT OFFICER Antonio Palmer, MBA, CPPB, VCO, VCA
CLOSING DATE December 1 ,2022
CLOSING TIME 2:00 PM EST
PRE-POSAL CONFERENCE DATE: November 08, 2022 TIME: 2:30 PM EST

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: CYBER SECURITY AUDIT NIGP CODE: 25778, 91830, 92405, 92045

**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

VULNERABILITY AND PENETRTRATION TESTING

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

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

Authorized Agent: _____

Signature _____ **Type or Print Name** _____

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

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

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

Name and Address of OFFEROR: _____ Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

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

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

ATTACHMENTS:

Attachment A – Pricing Schedule (Must submit with proposal)

Attachment B-Questionnaire (Must submit with proposal)

I. PURPOSE

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

II. BACKGROUND

Newport News Public Schools is the ninth largest school division in the Commonwealth with approximately 28,655 students. NNPS is an urban school system educating children in 5 early childhood centers, 24 elementary schools, 7 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS facilities and its locations may be accessed via NNPS' official web site at <http://sbo.nm.k12.va.us/schools>. NNPS employees approximately 5,000 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

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

III. STATEMENT OF NEEDS

A. GENERAL REQUIREMENTS

1. Newport News Public Schools ("NNPS") is seeking to solicit sealed bids from qualified firms to provide an Information Security penetration testing and operational framework review assessment. The qualified Contractor will perform an audit of the identified data systems and networks using an objective vendor-neutral framework (NIST 800-53), conduct penetration testing, and provide a report with recommended remediation options.
2. This project is federally funded. The purchase of goods or services funded in whole or in part by the Federal Government are subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II. The contractor, vendor, or supplier ("Contractor") is responsible for ensuring its compliance with all applicable Federal requirements.
3. This is a one-time test. The vulnerability assessment and penetration testing shall be completed with all deliverables to Newport News Public Schools within four (4) weeks after the vulnerability assessment and penetration testing have been completed. Additional time can be allotted. However, the request must be submitted in writing, and approved by the Contract Administrator listed herein this solicitation.
4. Penetration testing and network assessments may be completed after hours to prevent any network disruptions. All other work should be completed during normal business hours, 7:00 AM – 4:30 PM unless otherwise noted.
5. The Agency will provide one (1) teacher laptop and one (1) student Chromebook. The Contractor shall provide all other materials, equipment, and incidentals needed for the completion of services.
6. A list of network infrastructure, networks, and types of end user devices will be provided to the Contractor.
7. The vulnerability assessment and penetration testing shall be conducted both on-site and remote. The

Contractor may need to visit multiple sites to collect all required data. A conference room will be provided if the Contractor needs to be physically on-site.

8. The timing of specific types of testing will be discussed with the selected Offeror to avoid interruptions to instruction.
9. Internal scanning agents are permitted, if required as part of the assessment.
10. The Contractor shall not use any hardware or software that will interrupt network connectivity or production system. The Contractor must disclose any if any testing may impact network operations.

B. SPECIFIC REQUIREMENTS

SERVICES REQUESTED

The selected firm shall ensure the following services are covered in each service requested below.

1. Vulnerability Assessment and Penetration Testing General Requirements

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

2. Vulnerability Assessment

- a. Assess current network security measures to identify any vulnerability that exists in NNPS current network architecture.
- b. Conduct external and/or internal vulnerability scans to identify any security vulnerability that exists in school division resources.
- c. Conduct Web Application Security Assessment.
- d. Conduct Website Security Assessment.

- e. Conduct Vulnerability assessment of business systems utilized by Human Resources, Payroll, and the Business Office.

3. Penetration Testing

External Penetration Test

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

Internal Penetration Test

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

Wireless Penetration Testing

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

4. Firewall Evaluation

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

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

5. Information Security Policies and Data Governance General Requirements

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

6. Security Policies

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

associated with the new policies.

- d. Draft new policies and provide a framework for industry-standard IT and security policies.

7. Data Governance

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

8. Optional Services

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

The option such as the following but not limited to:

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

REPORTING AND PRESENTATION

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

- a. Executive Summary of Services Performed
- b. Scope of Services Performed
- c. Detailed Results of Identified by Performed Tests and/or Analyses
- d. Detailed explanation of the implications of the identified vulnerabilities, business impact, and potential risks
- e. Detailed steps of immediate mitigation of associated risks
- f. Recommended high-risk areas for immediate attention, as applicable

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions

Issuing Office:

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

Antonio Palmer, MBA, CPPB, VCO, VCA

Senior Procurement Specialist

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard Newport News, VA 23606-3041

Phone: (757) 591-7493

Fax: (757) 591-4593

Email: antonio.palmer@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:

David Saunders

Information Security Analyst

12465 Warwick Boulevard

Newport News, VA 23606-3041 Phone:

881-5461, X12134

Email: david.saunders@nn.k12.va.us

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

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

B. Offerors of Record:

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

C. Preproposal Conference (Non-mandatory)

A pre-proposal conference will be held virtually on ZOOM on **November 08, 2022 at 2:30 PM EST** to answer any questions regarding this RFP at the following link, meeting ID, and password.

Join Zoom Meeting

<https://nn-k12-va-us.zoom.us/j/85771420979?pwd=WTAYMjJGVUF4WTBCCWW4xV2ZvNVU2UT09>

Meeting ID: 857 7142 0979

Passcode: 989118

Dial by your location

+1 309 205 3325 US

Meeting ID: 857 7142 0979

Find your local number: <https://nn-k12-va-us.zoom.us/j/85771420979>

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

D. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office to antonio.palmer@nn.k12.va.us no later than **12:00 PM - EST on November 14, 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 **eVA.virginia.gov** web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

E. Changes or Modifications:

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

F. RFP Closing:

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

G. 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) Vendor Pricing Schedule requested in this RFP
 - c) Completed and signed anti-collusion/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 clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the Request for Proposal's item number, RFP number, date and time of the RFP closing, and the Offeror's name and address.
Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.
 - b) Submit the one (1) original, four (4) copies and one (1) electronic copy (CD or USB drive) of the proposal.
The CD must be 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:
 - Adobe(c) Personal-Documents-Files (pdf), version 9.0 or greater
 - Microsoft(c) Word ‘document’ files (doc), version 12, or greater (Word 2007)
 - Microsoft(c) Excel ‘spreadsheet’ files (xls), version 12 or greater (Excel 2007)

- Microsoft(c) Powerpoint ‘presentation’ files (ppt), version 12 or greater (PowerPoint 2007)
 - American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
 - Tagged Information Format (tif or TIFF) files
- c) Proposals must include all elements noted in the “Preparation of Proposals” section below.
- d) Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the “Proprietary Information/Disclosure” section.

4. Proposals are to be organized in the following tabs:

Tab 1 – Executive Summary

The executive summary should include but not limited to:

- Background information about the organization (philosophy, ownership, size, facilities, locations, etc.)
- Size and location of the office that will serve NNPS.
- Offeror’s qualifications to perform the services, including all resources available to the Offeror during the performance of the contract.
- Qualifications and resumes of all personnel providing services for the duration of the contracted services.
- A copy of certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

Tab 2 – Methodology and Tools

To Include but not limited to the following:

- An overview of the Offeror’s understanding of the Statement of Need
- The firm’s written technical plan and best practical approach towards providing an audit of Newport News Public Schools data systems and networks as described in the Statement of Needs. Describe the approach for all services listed within the Statement of Needs (What, when, and how services will be performed, and time frame for completion (to include all deliverables)
- Provide detail list of any scanning tools, equipment, etc. that the Offeror will use to complete the audit.
- Provide a list of all hardware or software options that will be used.

Tab 3 – Deliverables

Include an assessment report for EACH requested service to include:

- An executive summary of services performed
- Scope of services performed
- Detailed results of identified by performed tests and/or analyses
- Detailed explanation of the implications of the identified vulnerabilities, the business impact, and the potential risks
- Detailed steps of immediate mitigation of the associated risks
- Recommended high-risk areas for immediate attention, as applicable

Tab 4 – Financial Proposal (To include price)

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

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

Tab 5-Experience

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

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

Tab 6-Proprietary Information

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

Tab 7-Exceptions/Deviations

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

H. Evaluation of Proposals:

1. After the RFP closes, NNPS will select for further consideration one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. In assessing responses to the RFP, consideration will be given to several factors, including, but not limited to, the conformity of the responses to the specifications of the RFP, the competency and responsibility of Offerors, the ability of the Offerors to perform satisfactory service, and the dollar amounts of the proposals. Overall proposal rating include:
 - **Exceptional:** Submission exceeds expectations, has an excellent probability of success in achieving all objectives. Very innovative.
 - **Good:** Very good probability of success. Achieves all objectives in a reasonable fashion.

- **Acceptable:** Has reasonable probability of success. Some objectives may not be met.
- **Poor:** Falls short of expectations and has a low probability of success.
- **Unacceptable:** Submission fails to meet requirements and the approach has no probability of success.

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

Criteria	Weight
Methodology and Tools	50 points
Deliverables	20 points
Price	15 points
Engineer Experience	15 points
Total	100 points

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

I. Presentation/Demonstration:

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

I. Cost of Responding:

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

V. GENERAL TERMS AND CONDITIONS

A. Contract Document:

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

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

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

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

C. Proprietary Information/Non-Disclosure:

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

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

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

D. Contract Modification(s):

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

E. Offeror Obligation:

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

F. Conditions of Work:

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

G. Prime Contractor:

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

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

H. Subcontractors:

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

I. Non-Assignment:

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

J. Antitrust:

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

K. Anti-collusion/Nondiscrimination Requirements Form:

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

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

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

M. Hold Harmless/Indemnification:

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

N. Notices:

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

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

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

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

O. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this Contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this Contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service

deliverables provided by the Successful Offeror under this Contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

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

P. Termination Without Cause:

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

Q. Termination With Cause/Breach:

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

R. Breach of Contract:

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

S. Applicable Law:

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

T. Compliance with All Laws:

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

U. Venue:

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

V. Severability:

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

W. Non-Appropriation of Funds:

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

X. Tax Exemption:

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

Y. Vendor's Invoices:

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

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

Z. Contractual Disputes:

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

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

AA. Warranty/Guarantee:

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

BB. Payment Terms:

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

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

Special Educational or Promotional Discounts

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

CC. Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established 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.

DD. Audits:

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

EE. Notice of Award:

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

FF. Award:

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

GG. Disposition of Proposals:

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

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

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for (1) one year from the latest date of signature or until the completion of the project.

B. Contract Extension:

This Contract has no renewals.

C. Time is of the Essence:

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

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does specifically provide.

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

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

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

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

E. Unauthorized Disclosure of Information:

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

defense of claims alleging unauthorized disclosures of confidential information.

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

F. Payment by Electronic Funds Transfer

(a) Method of payment.

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

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—
(i) Accept payment by check or some other mutually agreeable method of payment; or
(ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

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

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

date, days after award, or insert "no later than 15 days prior to submission of the first request for payment"]. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the

prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

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

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

Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757) 591- 7487, X10726

Kimberly Powell, Accounting Supervisor

kimberly.powell1@nn.k12.va.us

G. Copyright/Patent Indemnity:

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

H. Certification Regarding Debarment

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

Name of Official

Title

Firm or Corporation

Date

I. Data Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.
2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.
3. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “5. Data Encryption”.
4. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.
5. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. RFP #006-0-2022SB Page 26 of 27 Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.
8. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to: a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and; b. Assume responsibility for informing all such individuals in accordance with applicable law, and; c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the

Vendor and the Vendor's sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools' data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor's premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools' sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

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

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

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

ATTACHMENT A - RFP #007-0-2023AP

PRICING SCHEDULE

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

1. LUMP SUM TOTAL AMOUNT-VULNERABILITY ASSESSMENT

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

2. LUMP SUM TOTAL AMOUNT-PENETRATION TESTING (External, Internal, and Wireless)

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

3. LUMP SUM TOTAL AMOUNT- FIREWALL EVALUATION

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

4. LUMP SUM TOTAL AMOUNT-DATA GOVERNANCE

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

5. LUMP SUM TOTAL AMOUNT-INFORMATION SECURITY POLICIES

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

6. LUMP SUM TOTAL (ADD ITEMS 1-5)

_____ DOLLARS
(Written)
(\$) _____ USD)
(Figure)

ATTACHMENT B - RFP #007-0-2023AP

CONTRACTOR QUESTIONNAIRE FORM

The following questions shall be answered in full by the Bidder:

1. Name of Company: _____

Trade Name (if different from Company Name) _____

Principal Office Address: _____

Telephone No (s). Fax _____

No(s). _____

Email Address(es) _____

a. If a Corporation, answer the following:

When Incorporated: _____

What State: _____

Virginia State Corporation Commission # _____

b. If an Unincorporated Organization, answer the following:

Date of Organization: _____

Names and addresses of Owners or

Members: _____

Type and State of Organization: _____

c. If a Partnership, state whether the Partnership is General or Limited:

Names and Addresses of Owners or Partners:

ATTACHMENT B - IFB #007-0-2023AP

2. Experience:
- a. How many years has this Offeror been in business under its present business name?_
 - b. What prior names of this Bidder, if any?

3. How many years' experience in this type of work does the Offeror have?
- a. As a Contractor?_____
 - b. As a Subcontractor?_____
4. Provide a list of uncompleted Contracts/Projects at present held by this Bidder?
(attach supplemental sheet if necessary)

Contract/Project	Type of Work	Amount	% Complete

5. List the Offeror's personnel proposed for this Project and their years of related experience (attach supplemental sheet if necessary):

Name	Years of Experience	Dates of Employment with Bidder

6. What equipment does the Offeror own that is available for the proposed work?
(attach supplemental sheet if necessary)

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7. Does this Bidder plan to subcontract any part of this work? If so, list name, address, years’ experience, and type and amount of work to be performed by each subcontractor. This section is optional for bidders to complete. Subcontractor list shall be reviewed and approved by the Owner within ten (10) days of issuance of the Notice of Award and before the Notice to Proceed is issued.

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Bidder during the past three years. (attach supplemental sheet if necessary)

(The term “completed” means accepted and final payment received from the Owner or authorized representative)

Location & Type of Work	Owner’s Name and Address	Contact person (name and telephone)	Date Completed	Contract Price

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed.)

10. Bidder Responsibility:

- a. Has this Offeror ever failed to complete any work awarded to it?
 If yes, give name of Owner, name of Bonding Company and circumstances:

b. Is the Offeror debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county?

Yes _____ No _____ If yes, please provide details:

c. Has this Offeror ever had any judgements entered against it for breach of contract for the services solicited herein?__if yes, please provide details:

d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

11. State approximate largest dollar volume of work performed by this Bidder in one year:

12. Give two (2) Banking Institution References:

a. Name: _____

Address: _____

Credit Available: _____

b. Name: _____

Address: _____

Credit Available: _____

13. List three (3) material suppliers and amount of credit available:

a. Name: _____

Address: _____

Credit Available: _____

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b. Name: _____
Address: _____
Credit Available: _____

c. Name: _____
Address: _____
Credit Available: _____

14. List insurance coverage (attach certificate of insurance in required Project amount)
15. Bonding reference: List surety company and highest coverage:

16. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the Owner in verification of this statement of contractor’s qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the Owner upon request, a complete and current financial statement:

Contractor: _____

By: _____ (Sign and Print Name)

Title: _____ Date: _____

