



**PURCHASING DEPARTMENT**

**Newport News Public Schools**

757-591-45251 FAX 757-591-4634

12465 WARWICK BOULEVARD • NEWPORT NEWS, VIRGINIA 23606-3041

March 20, 2019

**NOTICE OF INTENT TO AWARD**

To: All Offerors

Re: **RFP # 008-0-2019HV Uninterruptable Power Supplies (UPS) and associated services**

Dear Sir or Madame:

Please be advised that the evaluation committee has completed the evaluation of the above referenced Request for Proposal (RFP). Based on the evaluation of the RFP, the Proposal submitted by N1 Critical Technologies, Inc. was determined to provide the best value to NNPS, in accordance with the terms of the solicitation. It is the intention of NNPS to award a contract to N1 Critical Technologies, Inc.

On behalf of Newport News Public Schools (NNPS), I would like to thank you for your interest in offering Uninterruptable Power Supplies (UPS) and associated services to NNPS and your participation in the procurement process.

Should you have any questions, please feel free to contact me at (757) 591-2820 or [lisa.cumming@nn.k12.va.us](mailto:lisa.cumming@nn.k12.va.us)

Sincerely,

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



# REQUEST FOR PROPOSALS

## Newport News Public Schools

### ISSUING OFFICE:

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

**DATE: January 08, 2019**

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

<b>RFP ITEM NO.</b> 008-0-2019HV
<b>PROCUREMENT OFFICER</b>  Hector Vazquez
<b>CLOSING DATE</b>  February 11, 2019
<b>CLOSING TIME</b> 2:00 PM
<b>NO PREPROPOSAL CONFERENCE SCHEDULED</b>

**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: Power Supplies

**NIGP CODE: 28596, 20367**

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

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**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

**Uninterruptable Power Supplies (UPS) and associated services**

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

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

**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 SUCCESSFUL 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

Newport News Public Schools (NNPS) is seeking responsive and responsible offerors to provide the districts' various locations with uninterruptable power supplies (UPSs) for its network switching infrastructure, and desktops.

## II. BACKGROUND

Based on the Commonwealth of Virginia Department of Education's (DOE) 2018-2019 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 28,652 students. NNPS is an urban school system educating children in 4 early childhood centers, 24 elementary schools, 8 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. NNPS employees approximately 5000 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions. A listing of NNPS and its locations are accessible via NNPS' official web site at <http://sbo.nn.k12.va.us/schools>.

## III. SCOPE OF WORK

Currently NNPS utilizes a single UPS per network distribution frame (DF) containing stacked Brocade switches and single power injectors that provide power over Ethernet to access points and phones. A third party application monitors them via SNMP or ICMP. They also send email alerts for standard warning items (i.e. battery replacement) and some have temperature-monitoring sensors installed. We do not have them installed in our smaller racks used in lab environments due to limited rack space or lack of wall space to mount them. We desire a family of UPSs to fulfill all of our uninterruptable power needs for up to 400 network DFs or racks and for desktops and servers on as needed basis throughout all of our buildings; lithium batteries preferred.

- Current DF use = Qty. 265 - Minuteman E1500RM2U
- Current rack use = Qty. 101 – NONE

Note: Specific manufacturers and items provided above as a basis of design. Vendors can submit proposed NNPS approved equals. NNPS in its sole discretion will determine if a proposed equal will be acceptable. It is the responsibility of the vendor to research all items in order to provide an equivalent that meets or exceeds the requirements of NNPS.

The selected vendor shall work directly with the NNPS Network Engineering team to coordinate the transition from the existing DF UPSs and installation of the replacement with minimal to no disruption and downtime. Proposals for installation services performed during regular business and after hours should be included. School and building operating hours are available on the NNPS public website ([sbo.nn.k12.va.us](http://sbo.nn.k12.va.us)). Proposals for recycling of the current UPSs will be considered.

### Specific Requirements

1. A brief description of the history and organization of the offeror's company.
2. A description of at least three (3) similar projects completed by the offeror within the past two years to include personal references with contact information for each.
3. Qualifications, background and experience of the project manager and other staff that, if awarded, will be assigned to the project.
4. A general description of the techniques, approaches and methods to be used in completing the project.
5. The proposed power supplies shall be suitable for attaching to the existing rack mounts as applicable otherwise new mounting brackets shall be included with each power supply unit.
6. The proposed power supplies shall not hinder any future installation of power supply replacements.
7. The components utilized in the power supplies must be UL listed. Copies of UL product cards must be supplied to document the listing with the proposal.
8. The equipment must 100% compatible with the existing infrastructure management solution as applicable.
9. As applicable, awarded vendor must comply with state and local building code.
10. Installation shall include removal of old UPS.

11. Vendor's E-rate SPIN number must be included in the proposal response.

## Pricing

1. Pricing will be based on minimum fixed discounts as a percentage off the manufacturers list price for each category of hardware, software, or warranty service. Pricing must be inclusive. Delivery costs are the responsibility of the awarded vendor and must be included in the proposal pricing. NNPS will not pay separate shipping cost in addition to the product prices quoted. Provide a detailed cost proposal, including any travel costs and other expenses.
2. Pricing must remain valid for no less than ninety days from the submission due date. If awarded pricing must remain valid for the term of the contract. Initial contract term will be one (1) year with four (4) one-year renewal options.
3. The proposal shall also include a sample invoice and the figures used in the sample shall reflect the service you are proposing and must include all fees and surcharges.
4. Quotes must state all recurring and non-recurring costs.
5. Offerors shall submit an Itemized Cost Proposal electronically in Excel format to include but not limited to:
  - Both "line interactive" or "double-online" types;
  - Temperature Sensors (DF/Rack Mount);
  - Wall Mount Capable (DF/Rack).
6. Installation costs should include:
  - Recording of items removed;
  - Asset tagging of new items;
  - Complete inventory of items per site and DF/Lab;
  - Configuring of IP addresses, per information provided;
  - Setup and Training for Management of Software/System.

## IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

### A. Definitions:

Issuing Office:

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

Contract Officer: Hector Vazquez

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4525

Fax: (757) 591-4593

Email: [hector.vazquez1@nn.k12.va.us](mailto:hector.vazquez1@nn.k12.va.us)

NNPS ■ Administrator:

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

Jim Pike, Coordinator II, Network Engineering

News Public Schools Technology Department

12511 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 283-7808 Ext. 12124

Email: [jim.pike@nn.k12.va.us](mailto:jim.pike@nn.k12.va.us)

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

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

**C. Offerors of Record:**

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

**D. Questions:**

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office to [hector.vazquez1@nn.k12.va.us](mailto:hector.vazquez1@nn.k12.va.us) or faxed to 757.591.4593 no later than **2:00 PM EST January 22, 2018**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the [eVA.virginia.gov](http://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 (time stamped 2:01 P.M. 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-Attachment A
  - c. 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 clearly label the shipping/mailling 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, five (5) copies and one (1) electronic copy (CD or USB drive) of the proposal. The CD must be a:
    - 1) "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.
    - 2) 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:
      - a) Adobe(c) Personal-Documents-Files (pdf), version 9.0, or greater
      - b) Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
      - c) Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
      - d) Microsoft (c) PowerPoint 'presentation' files (ppt) , version 12, or greater (PowerPoint 2007)
      - e) American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
      - f) Tagged Information Format (tif or TIFF) files

- c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
- d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
- e. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
- f. Proposals are to be organized in the following tabs:
  - Tab 1 – Experience
  - Tab 2 – Services to be provided
  - Tab 3 – Capabilities and Skills
  - Tab 4 – Costs
  - Tab 5 – Exceptions
  - Tab 6 – Proposed alternatives to NNPS requirements

#### **H. 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.
2. The following criteria, established in accordance with the Schools and Libraries Program of the Universal Service (USAC) guidelines where price of the eligible products and services must be the primary factor, will be used in the evaluation process:
  - a. **Price (45 points):**
  - b. Offeror's **experience** in providing the services requested (**20 points**);
  - c. Offeror's **capability and skills** to perform the services required (**20 points**);
  - d. **Services to be provided** by the Offeror (**15 points**).
3. Exceptions/Alternatives will also be considered.
4. 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.
5. 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.
6. 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.

#### **J. Preparation of Proposals:**

In presenting their proposals, Offerors are encouraged to be thorough in addressing the *Specific Requirements*, the *Preparation 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 as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. Experience - 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. A **minimum** of five (5) 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.
- e. 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.
- f. Other available documentation to verify Offeror's experience.
- g. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
2. Capability and skill - 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 design 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 detailed history of all mergers or acquisitions.
- i. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
- j. A detailed list of Virginia contractor licenses held, including license class and number.
- k. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. 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.
- 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. NNPS is interested in contracting directly with the Contractor that will be performing the work and not operating through a "subcontracting-type" arrangement with a general contractor.
3. Services to be Provided - Provide a detailed description of the services to be provided under this contract. Said description is to 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. **EACH** of the *Specific Requirements* set forth under the *Scope of Work* 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.

4. Price
  - a. Submit with the proposal an attached Pricing Sheet (**Attachment A**) that includes all offered equipment, services, and accessories.
  - b. Offeror is to provide any additional pricing information or alternative pricing structures offered.
  - c. Offeror's prices will be subject to negotiations.
  - d. 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.
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.

**K. Cost of Responding:**

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

**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. Anticollusion/Nondiscrimination Requirements Form:**

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

**L. 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.
  - c. Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

2. 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.

**HH. 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 goods or required services within the required delivery time. Contract is unable to provide the required quantities of goods requested.  
NNPS volume demands exceed original intent of the Contract.

**VI. SPECIAL TERMS AND CONDITIONS**

**A. Contract Term:**

This Contract term shall be for one (1) year, commencing on date of award.

**B. Contract Extension:**

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

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

Time is of the essence in this Contract. 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- 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 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, including Contractual Liability and Products and Completed	\$1,000,000 Combined Single Limit
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.

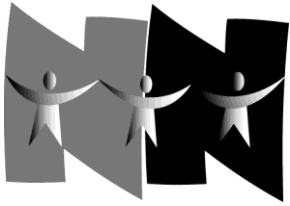
Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract shall constitute a breach of the terms of this Contract. NNPS may proceed by appropriate court action, 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. 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



**VII. Attachment A: Vendor Pricing Schedule**  
**(Vendor to attach Pricing Schedule here).**



# Newport News Public Schools

## PURCHASING DEPARTMENT

12465 Warwick Boulevard  
Newport News, VA 23606

Telephone: (757) 591-4525  
Fax: (757) 591-4634

January 25, 2019  
**Addendum # 1**

TO: ALL PROSPECTIVE OFFERORS

RE: RFP # 008-0-2019HV – Uninterruptable Power Supplies (UPS) and associated services

The above referenced RFP is hereby changed as follows:

**Responses to questions received.**

Question 1: I wanted to get a little clarification as to the quantity that will be needed. Would it be 265 1500 VA UPS systems?

**Answer: The 265 number is current devices. Based on the family of UPSs proposed, we will decide what capacity and/or size we want for each; plus the server and desktop needs.**

Question 2: What are the replacements for the "rack use"?

**Answer: Based on the family of UPSs proposed, we will decide what capacity and/or size we want for each. Rack and/or wall mounting is needed.**

Question 3: What is the timeline for the UPS installation—the anticipated start time and when you would like this to be completely finished?

**Answer: The installation should commence July 1, 2019 with an unknown ending date.**

Question 4: Referencing Page 12, Section Pricing, are all 400 UPS's to be installed at the same time or is there a schedule for installation in mind?

**Answer: The quantity of installed UPSs will depend on the cost and budget.**

Question 5: Referencing pages 14, 17, and 18 section 4. Can the old Minuteman UPS's be picked-up and disposed of as they are replaced?

**Answer: Only if it is within a scheduled downtime for the area of the site affected.**

Question 6: Referencing Page 13 Proposal Evaluation Schedule part g Are there any sizes other than 1500VA required?

**Answer: Based on the family of UPSs proposed, we will decide what capacity and/or size we want for each.**

Question 7: Referencing Attachment A. Are both double-online and line-interactive models required?

**Answer: We would prefer to have a choice.**

Question 8: Is there a minimum runtime required?

**Answer: Most runtime needs are for short blips/grey outs in power. For more crucial systems the run times would need to be longer. Providing a family of UPSs with many capacities is what we are looking for.**

Question 9: What is the existing software management tool they are referring to needing compatibility with?

**Answer: Referencing page 4 Specific Requirements number 8. The equipment must 100% compatible with the existing infrastructure management solution as applicable. We do not have a current management system for UPSs, just an up/down ISMP monitoring through a unsupported system. We are looking for a solution with the proposals.**

Question 10: Please provide information regarding the receptacles available at each site/IDF where UPS' will be deployed to ensure proper compatibility based on power consumption.

**Answer: Standard 120V**

Question 11: Can NNPS provide drawings/maps for each of the potential UPS locations throughout the district?

**Answer: Maps and any other documentation needed from NNPS will be provided at the time of the kickoff of installations.**

Question 12: Are the existing UPS' centrally located at a single site or if they are not can City of Newport News advise of the distribution by site?

**Answer: The systems are throughout the city, at 51 different locations.**

Question 13: In regard to the racks the UPS systems will be going into, what are their size and dimensions?

**Answer: The rack sizes vary based on the area they are located. Some are open racks while others are enclosed. The enclosed wall-mounted racks are mostly 20-22" of depth from mounting rail. We would like the ability to wall mount UPSs where the racks are not as deep as this or do not have the room inside the rack due to equipment taking up all the space.**

Question 14: Please provide a copy of Pricing Sheet (Attachment A)

**Answer: What NNPS is asking for in Attachment A is that the vendor provide us a pricing sheet. This is the area of the RFP where NNPS wants the vendor to supply us with pricing that includes all offered equipment, services, and accessories.**

Question 15: Is the cost to recycle included on Attachment A?

**Answer: Yes, please include cost of all proposed products and services. Please refer to page 9 part 4 Price, in the RFP.**

Question 16: On Page 4 under ‘Specific Requirements’ the RFQ states, “A description of at least three (3) similar projects completed by the offeror within the past two years to include personal references with contact information for each.” Then on Page 7 under ‘Preparation of Proposals’ it states minimum of 5 references and On Page 8 it states, “Information detailing projects of similar scope Offeror is currently engaged in, including: Name of Firm etc.” Assuming you would like more than one project for the last one on page 8, we count 10 references. Is that correct? If so, do all these need to be different references or can we use the same references for some of these?

**Answer: NNPS only requires five (5) references, at least three (3) of the five (5) references should be similar projects completed by the offeror within the past two years. The five (5) references need to be different.**

Question 17: The format for the response is listed on Page 7, but it does not state where to include the information for Proposal Submittal Requirements. Unlike Specific Requirements, which should be under Services to be provided. Should Proposal Submittal Requirements be separate heading?

**Answer: In reference to page 7 section G Proposal Submittal Requirements, that section is explaining the requirements of the submittal. The offeror may place that section under a separate heading.**

All other provisions of the RFP shall remain unchanged.

This provision shall become part of the RFP package, and Offeror shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its proposal.

**Name:** \_\_\_\_\_  
**(Prospective Offeror)**

**Signature:** \_\_\_\_\_

Sincerely,

Hector Vazquez,  
Buyer

cc: RFP file # 008-0-2019-HV