



REQUEST FOR PROPOSALS

Newport News Public Schools
ISSUING OFFICE:

DATE: December 19, 2025

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

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

ELECTRONIC PROPOSALS All proposals may be submitted electronically online via eVA until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office using Offeror's established eVA Supplier Account. The entire proposal response including any /all attachments and any/all addenda must be submitted electronically via eVA, no later than the closing date and time stated in the solicitation posting. Mailed, faxed, or emailed proposals will not be accepted. Newport News Public Schools is not responsible for late electronic delivery. Offerors are highly encouraged to anticipate and plan for technical or heavy email transmission traffic at the last minute.

All inquiries for information regarding this Request for Proposals should be directed to the Buyer listed in this RFP or 757-591-4525

COMMODITY: IT Network Components

NIGP CODE: 20464, 20491, 20617, 20620, 20623, 20664, 20687, 20767, 83833, 83883

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

THIS IS NOT AN ORDER

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

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror or offerors because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment.

DESCRIPTION OF GOODS/SERVICES

e-Rate Category 2 Core Switch Equipment

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 OFFEROR/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent

Signature

Type or Print Name

Email Address

Company FEI/FIN#

Phone Number

FAX Number

RFP ITEM NO.
021-0-2026/HM

PROCUREMENT OFFICER
Heather Medina,
VCO

CLOSING DATE
February 16, 2026

CLOSING TIME
10:00 AM EST

**OPTIONAL PREPROPOSAL
CONFERENCE**
DATE: January 6, 2026
TIME: 10:00 AM EST

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

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

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful offeror/offeror agrees to (i) provide a drug-free workplace for the successful offeror's/offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful offeror's/offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful offeror/offeror that the successful offeror/offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful offeror/offeror or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful offeror/offeror in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

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

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

Name and Address of OFFEROR/OFFEROR:

Date: _____ Authorized Signature: _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

State Corporation Commission Identification Number: _____

Is offeror/offeror a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:

☐ African American ☐ Hispanic American ☐ Native American ☐ Asian American ☐ Other; Please Explain:

Service Disabled Veteran? ☐ Yes ☐ No

Service Disabled Veteran Business? ☐ Yes ☐ No

Woman Owned? ☐ Yes ☐ No

Small Business? ☐ Yes ☐ No

Faith-Based Organization? ☐ Yes ☐ No

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

ATTACHMENTS:

Attachment A – Pricing Schedule (Must submit with proposal)

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals for the replacement of core network switching infrastructure with a modern, high-performance solution. The new system must deliver high availability, flexibility, and throughput sufficient to support 10-gigabit and higher uplinks to branch locations, data center servers, and key network services across the district's backbone. The replacement is scheduled for summer 2026 during the district's maintenance window to minimize disruption to production services. Newport News Public Schools (NNPS) is seeking Offerors to provide a network solution that will address current and future needs.

II. BACKGROUND

Newport News Public Schools is the ninth largest school division in the Commonwealth with approximately 26,500 students. NNPS is an urban school system educating children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 1 middle/high school combination, a virtual learning academy and 5 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.nn.k12.va.us/schools>. NNPS employees approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

III. SCOPE OF WORK/STATEMENT OF NEEDS

The district's current core network consists of two independent stacks of Brocade ICX 7750 switches located in separate data centers. These devices serve as the backbone of the district's wide-area and data-center connectivity and are currently under manufacturer support until their end-of-life in 2028.

Each data center operates its own stand-alone core stack, and both sites are connected by dedicated dark fiber. Approximately 50 branch sites are connected to the core environment through dark-fiber uplinks, with each branch maintaining dual connections—one to each data-center core.

The network operates in a BGP hub-and-spoke topology, with each core acting as a central hub and the branches configured as spokes. This design provides flexibility in routing and resilience against single-path failures.

Upstream from each core are the district's Fortinet 3201F firewalls, which serve as the primary network boundary for internet and external traffic. The firewalls are configured in an active/standby high-availability pair. A legacy OSPF adjacency currently exists between the firewalls and the core switches; as part of the upcoming upgrade, the district intends to decommission OSPF in favor of static routing and/or BGP, simplifying routing management and alignment with the existing core architecture.

A. CORE SWITCH REPLACEMENT

1. Contractor shall provide and install new core switches at both district data centers.
2. Contractor shall implement stacking between the core switches to simplified management. The ability for both switches to function as a single virtual device is preferred but not mandatory.
3. Contractor shall migrate existing Layer 2 and Layer 3 configurations, including VLANs, ACLs, and routing policies, from the current environment to the new platform.
4. Contractor shall assist in transitioning routing protocols between the core and perimeter firewalls — specifically migrating from the current OSPF adjacency to static routes and/or BGP as appropriate for the new design.

B. TECHNICAL REQUIREMENTS

1. Architecture and Hardware

- Must support stacking between the core switches for simplified management.
- The ability to operate as a single virtual system (virtual chassis, virtual switch, or equivalent) is preferred.
- Support for dual power supplies and hot-swappable fans is required.

- Support for modular or mixed-media configuration, allowing interchangeable port types (e.g., copper and SFP/SFP+/SFP28) within the same chassis or stack.
- Minimum port capacity: 48 × 1/10/25 GbE SFP/SFP+ ports, and 4 × 40/100 GbE uplinks (QSFP+/QSFP28 or equivalent).
- Non-blocking architecture with hardware-based forwarding and a minimum 480 Gbps switching capacity per chassis (or equivalent aggregate throughput for stackable systems).
- Hot-swappable components (power supplies, fans, modules) must be replaceable without system downtime.

2. Software and Network Features

- Full Layer 2 and Layer 3 functionality, including VLANs, ACLs, QoS, multicast routing (PIM-SM, IGMP snooping), and BGP routing support.
- Dual-stack IPv4/IPv6 support.
- Full support for 802.1X authentication, dynamic VLAN assignment, and RADIUS integration with Aruba ClearPass or equivalent.
- Support for policy-based routing (PBR) and VRRP or equivalent gateway redundancy protocol.
- Non-disruptive software upgrades (ISSU or equivalent) are preferred.
- Support for EVPN-VXLAN or comparable fabric technologies for future scalability (preferred).
- Ability to exchange routing information via BGP with edge devices (firewalls or external routers) and maintain static route definitions where appropriate for simplified control.

3. Performance and Reliability

- Sub-second failover between stacked core switches.
- Minimum 99.999% uptime capability under normal operating conditions.
- Hardware warranty and manufacturer support available for at least five (5) years.
- The proposed switches must maintain full functionality during any single component failure (power supply, fan, or management unit).

C. DELIVERABLES

- Fully deployed and operational dual-core switching system with stacking enabled.
- Migration of all existing VLANs, routing policies, and authentication settings.
- Successful transition of routing configuration from OSPF to static routes and/or BGP between the core and firewall.
- Documentation package including configuration files, “as-built” diagrams, and test results.
- On-site acceptance testing with district IT staff participation.
- One (1) year of post-installation technical support.

D. E-RATE PROGRAM REQUIREMENTS

- Offerors must support **SPI (Service Provider Invoice)** billing method.
- Any Offerors not providing SPI billing method will be disqualified.
- All proposals must comply with **FCC and USAC E-Rate rules**, including:
 - **Supply Chain Security (47 CFR §54.9 & §54.10)** – no prohibited manufacturers (e.g., Huawei, ZTE).
 - **Lowest Corresponding Price (LCP)** rule compliance per §54.500(f).
- “Cost of eligible services” will be the **highest weighted criterion** in evaluation.
- Any demo/loaned equipment must be clearly identified and limited to **30 days**, unless extended by written agreement.
- Racks, connectors, and related components are included for E-Rate eligibility classification.

E. OPTIONAL ENHANCEMENTS (preferred not required)

- Vendor-led training session on new core switch management and configuration.
- Extended hardware/software maintenance beyond the initial term.

F. FACTORS FOR DISQUALIFICATION

Proposals submitted by the Applicant will be disqualified for any of the following reasons listed below:

- **Unauthorized contact:** Any direct or indirect contact with the Applicant, its governing board, or evaluation committee members outside the formal RFP process.
- **Late submission:** Proposal received after the posted proposal due date and time.
- **Non-responsive to service requirements:** Proposal does not fully meet or clearly address all Service Requirements as described in the RFP.
- **Non-compliant equipment condition:** Proposal includes used, refurbished, “open-box,” or gray-market items. All proposed equipment must be new, factory-sealed, and covered by the manufacturer’s full warranty.
- **Incomplete or unclear pricing:** Proposal fails to provide definitive, itemized costs for all requested products and services (including all one-time and recurring charges, installation, shipping, and taxes/fees, if applicable).
- **Generic or non-customized response:** Proposal includes generic or encyclopedic pricing, manufacturer marketing materials, or is generated by an artificial intelligence system that does not address the specific requirements and environment of the Applicant.
- **Lack of equivalency documentation:** Proposal includes alternate equipment without sufficient manufacturer documentation demonstrating functional, performance, and warranty equivalence to the equipment specified.
- **Billing non-compliance:** Service Provider does not or cannot offer Service Provider Invoice (SPI) billing through the E-Rate program.
- **Failure to meet E-Rate eligibility or compliance requirements:** Service Provider is not currently registered with USAC, does not have an active SPIN, or is not in good standing with the FCC’s Red Light Rule.
- **Incomplete submission:** Proposal omits required documentation (e.g., references, signed certifications, manufacturer authorization letters, or required forms).
- **Unapproved subcontracting:** Use of subcontractors not disclosed or approved by the Applicant in the proposal response.

G. SPECIFIC REQUIREMENTS

- All parts and products offered and furnished shall be a standard first-quality product, new and unused, and listed in the Offeror regular published catalogue or price list(s).
- Packaging and labels for all materials must reference purchase order number and contact name.
- A brief description of the history and organization of the offeror’s company.
- A description of at least three (3) similar projects completed by the offeror within the past two years to include references with contact information for each.
- A general description of the techniques, approaches, and methods to be used in completing the project.
- The equipment must be 100% compatible with the existing infrastructure management solution as applicable.
- The awarded vendor must comply with state and local building code.
- Offeror must receive all equipment and arrange for delivery to the district according to specific instructions from the district staff facilitating the receipt of goods.
- Offeror’s E-rate SPIN number must be included in the proposal response.
- Offeror must provide pricing for each item listed in the attached document “Attachment A – Pricing Schedule”.
- NNPS reserves the right to add similar parts and products or delete parts and products specified in the resultant contract as requirements change during the period of the contract. NNPS and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

- During the course of the contract, NNPS may make emergency requests of the service provider, which requires immediate response. The service provider must make every reasonable effort to accommodate the needs of NNPS.
- During the course of the contract, NNPS may purchase additional equipment from the service provider, which requires immediate response. The service provider must make every reasonable effort to accommodate the needs of NNPS.
- The awarded vendor's sales/delivery ticket shall contain the following information:
 - i. Vendor's Name
 - ii. Purchase Order Number
 - iii. E-rate Funding Request Number (FRN)
 - iv. Itemized list of equipment provided
 - v. Quantity, unit price of each item, and total of equipment.
 - vi. Invoiced to Newport News Public Schools

AWARD

Award shall be made to an Offeror based on the overall most cost-effective solution for core network equipment replacement and related components requested in this RFP. This RFP will consider price of the eligible products and/or services as a factor. The intent of this RFP is to award a single contract for the full scope of the project, however award to more than one (1) Offeror may be considered if an alternate item(s) is deemed equivalent by and is in the best interest of NNPS. Offeror must provide a price for each item. NNPS will consider all proposals for alternate products with equivalent specifications to the descriptions meeting the specification listed in 'Attachment A – Pricing Schedule'. Offeror shall provide a manufacturer's spec sheet for each alternate item submitted. NNPS reserves the right to request Offeror to provide a sample of any alternative item.

CONTRACT REQUIREMENTS

During the contract term and any and all extensions, the Contractor shall provide the parts and products described in the contract. The Contractor understands and agrees that this is a requirements contract and that NNPS shall have no obligation to the Contractor if no parts and products are required. Any quantities stated on Attachment A – Pricing Schedule reflect the current expectation of NNPS. The quantities indicated are for estimation purposes only and NNPS is under no obligation to the Contractor to buy any amount of the parts and products as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor understands and agrees that NNPS may require parts and products in an amount less than or in excess of the estimated quantities and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually required by NNPS.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions

Issuing Office:

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

Heather Medina, VCO

Procurement Coordinator

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4533

Fax: (757) 591-4593

Email: heather.medina@nn.k12.va.us

NNPS Contract Administrator:

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

Richard Morrison

Supervisor of Network Engineering

12511 Warwick Blvd, Suite A

Newport News, VA 23606

Phone: (757) 881-5461 x 12122

Email: richard.morrison@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 Director

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via the www.eVA.virginia.gov web site must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number.

C. Pre-Proposal Conference (Optional):

An Optional pre-proposal conference will be held via the following Zoom Meeting link on **Tuesday, January 6, 2026 at 10:00 AM, Eastern Time** to answer any questions regarding this RFP.

Join the Meeting Now

<https://nn-k12-va-us.zoom.us/j/81257088551?pwd=FbAYnJ8UI38HlOtN6Rl9GPVZWtZPvr.1&from=addon>

Meeting ID: 812 5708 8551

Passcode: 668303

Join by Telephone:

One tap mobile: US: +13052241968, 81257088551# or +13092053325, 81257088551#

Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Request for 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 heather.medina@nn.k12.va.us no later than **Tuesday, January 13, 2026, 10:00 A.M. Eastern Time**. 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 NNPS Purchasing webpage, **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 10:01AM - EST or later) will not be considered and will be returned to the Offeror unopened.

G. Proposal Submittal Requirements:

1. Per the VPPA § 2.2-4303. (Effective January 1, 2025) Methods of Procurement, Newport News Public Schools now provides an option to submit electronic copies of the requested proposal/proposal through electronic means or hard copy/paper submissions. All proposals may be submitted electronically online via eVA using the Offeror's established eVA Supplier Account, in person, or by mail. The entire proposal response including any / all attachments and any / all addenda must be submitted electronically via eVA, in person, or mail no later than the closing date and time stated in the solicitation posting. Faxed or emailed proposals will not be accepted.

To learn how to submit an online proposal/proposal in eVA please refer to the online supplier training page at: <https://eva.virginia.gov/supplier-training-materials.html>

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>

It is the responsibility of the Offeror to ensure all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting.

Offerors should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.

2. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - (1) Original signature of an agent authorized to bind the company;
 - (2) Requested contact information;
 - (3) Company FEI/TIN number; and,
 - (4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anti collusion/nondiscrimination clauses on page 2;
 - c. Vendor Pricing Schedule requested in this RFP (**Attachment A**);
 - 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.

3. 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 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 served 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 ratings are as follows:
 - 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
Price of E-Rate Eligible Products and/or Services	35 points
Price of E-Rate Ineligible Products and/or Services	5 points
Technical Solution: Organization and Products	30 points
Compatibility with Existing Network	15 points
Experience	15 points
Total	100 points

4. Exceptions/Alternatives will 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.

J. 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:

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 shall 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-collision/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. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

N. 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 the NNPS, Successful Offeror shall assume and defend at Successful Offeror’s sole expense any and all such suits or defense of claims made against the NNPS, its agents, volunteers, servants, employees or officials.

O. Notices:

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

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

To Successful Offeror: Successful Offeror’s Contract Administrator as defined in Successful Offeror’s proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

P. 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.

Q. 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. In 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.

R. 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.

S. 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 the NNPS 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 unusually severe catastrophic weather such as hurricanes.

T. 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.

U. 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.

V. Venue:

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

W. 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.

X. Non-Appropriation of Funds:

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

Y. 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.

Z. Vendor's Invoices:

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

AA. Contractual Disputes:

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

BB. 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.

CC. 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

Special Educational or Promotional Discounts:

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

DD. 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, the 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 the 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 the NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

EE. Payment by Electronic Funds Transfer (EFT)

(a) Method of payment.

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

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

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

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

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

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

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

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

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

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration

Building 12465 Warwick

Blvd.

Newport News, Virginia

23606 Tel: (757)591-4513

Kimberly Powell, Accounting Supervisor

Kimberly.powell@nn.k12.va.us

FF. Audits:

The NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful 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 the 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 the NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

GG. Forced or Indentured Child Labor:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, "forced or indentured child labor" means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

HH. 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.

II. 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.

JJ. 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:**

The 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 may be extended upon mutual agreement of both parties for two (2) 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. Contractor expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

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 NNPS, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the NNPS or to the extent permitted by Virginia law.
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 RFP. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

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

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

Forms

Workers' Compensation
Automobile Liability
Commercial General Liability,
Limit including Contractual Liability and
Products and Completed Operations
Coverage
Coverage, Including Copyright Infringement
Umbrella/Excess Liability

Limits

Statutory
\$1,000,000 Combined Single Limit
\$1,000,000 Combined Single

\$5,000,000

5. The establishment of minimum limits of insurance by NNPS does not reduce nor limit the liability or responsibilities of the Contractor.

E. Bonds:

Unless otherwise noted, all surety documents required herein shall be received and approved by NNPS prior to beginning work under the contract and no later than five (5) days after issuance of the "Notice of Award" for this RFP. Each of the required bonds shall be payable to the NNPS. Bonds shall be executed by one or more surety companies selected by Offeror which are legally authorized to issue bond and do business in the Commonwealth of Virginia. With the exception of any required Proposal Bond, each of the above bonds shall be maintained through the term of the contract and any extensions.

***Note in accordance with §2.2-4338, alternative forms of security in lieu of a proposal, performance, or payment bond, an offeror may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond. If approved by the School Board attorney in advance and prior to submitting a proposal, an offeror may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the proposal, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.**

Proposal Bond

Each Offeror shall submit with its proposal that is \$100,000.00 or more, an original proposal bond from a surety company selected by the Offeror that is authorized to do business in Virginia, or cashier's check, payable to

Newport News Public Schools equal to five percent (5%) of the total proposal price. The Proposal Bond is a guarantee that if the contract is awarded to the Offeror, the Offeror will enter into the contract for the work mentioned in the proposal.

Performance and Payment Bonds

Successful Offeror shall furnish to NNPS a payment bond and a performance bond each equal to one hundred percent (100%) of the Contract price and each payable to Newport News Public Schools before any agreement is approved and issued if the Project assigned to the Successful Offeror is \$500,000.00 or more. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.

F. Unauthorized Disclosure of Information:

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

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

G. Copyright/Patent Indemnity:

The 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. Federally Imposed Tariffs

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, Newport News Public Schools may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Newport News Public Schools under this Agreement.

Prior to the Newport News Public Schools agreeing to a price increase pursuant to this Section, the contractor must provide to the Newport News Public Schools, the following documentation, all of which must be satisfactory to the Newport News Public Schools:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Newport News Public Schools under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Newport News Public Schools to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials

comprising the good procured by the Newport News Public Schools at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Newport News Public Schools, written instructions authorizing the Newport News Public Schools to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If Newport News Public Schools agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Newport News Public Schools and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors' books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Newport News Public Schools, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Newport News Public Schools shall have the right to terminate this Agreement for the Newport News Public Schools' convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Newport News Public Schools' contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Newport News Public Schools' payment of additional sums due to tariffs shall be fraud against the taxpayers of the Newport News Public Schools and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

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. 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/>

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 #021-0-2026/HM E-Rate Category 2 Equipment

NOTE: Pricing Sheet will be a separate attachment in Excel file format, the table below is for viewing purposes only

NOTE: Attachment A must be submitted with RFP response

RFP 021-0-2026/HM E-Rate Category 2 Equipment Attachment A: PRICING SCHEDULE

Applicant:	Newport News Public Schools
BEN:	126530
Form 470#:	260000017
Service Provider:	
SPIN:	
Contact Name:	
Contact E-mail:	
Contact Phone:	

Vendors are requested to add logo here or, in addition to this Pricing Attachment, submit a separate quote the includes company logo.

Pricing Sheet Response Instructions

- Please complete the yellow cells with your proposed solution. The blue columns are autopopulated and should not be edited.
- If your solution does not include a specific line item, please enter "N/A" in the Proposed Solution "Model #/SKU" Column.
- Specific models have been listed below to provide a better understanding of the scope the entity is interested in. As per E-Rate rules, All proposals that include solutions functionally equivalent to the makes/models listed below will be reviewed and considered. If you provide an equivalent solution, you must also provide documentation that demonstrates the solution listed on your response is functionally equivalent to what is requested.
- Should there be a discrepancy between the fees listed in this Pricing Attachment and any other proposal response document, the costs offered in this document shall prevail.

REQUESTED SOLUTION (OR EQUIVALENT)					PROPOSED SOLUTION					PROPOSAL COST CALCULATIONS				
Is Installation required?	Make	Other Make	Model #/SKU	Quantity	VENDORS MUST ENTER THE MAKE/MODEL DETAILS OF OFFERED ITEMS IN THIS SECTION					E-Rate Eligible Unit Cost	E-Rate Ineligible Unit Cost	Total Extended E-Rate Eligible Cost	Total Extended E-Rate Ineligible Cost	Total Extended Cost
					Make	Enter Make if "Other" in Column H	Model #/SKU	Quantity	E-Rate Product Eligibility %					
Yes	Cisco Systems		COR-5500T-C5430RPU SOLN SUPP 8X5XNBD Catalyst 9400 Series 10 slot/3yrs 2xCSM0	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-DNA-A Cisco Catalyst 9400 DNA Advantage Term License	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		COR-5500M-CH4A SOLN SUPP SW/SUB Cisco Catalyst 9400	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-DNA-A-3Y Cisco Catalyst 9400 DNA Advantage 3 Year License	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		D-DNAS-EXT-5-Y Cisco DNA Spaces Extend Term License for Catalyst Switches	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		D-DNAS-EXT-5-3Y Cisco DNA Spaces Extend for Catalyst Switching - 3Year	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		TE-EMBEDDED-T Cisco ThousandEyes Enterprise Agent 10N Embedded	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		TE-EMBEDDED-T-3Y ThousandEyes - Enterprise Agents	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-NW-A Cisco Catalyst 9400 Network Advantage License	4						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-PWR-BLANK Cisco Catalyst 9400 Series Power Supply Blank Cover	6						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-S-BLANK Cisco Catalyst 9400 Series Slot Blank Cover	4						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		TE-CRK-SW TE agent for IOSXE on CRK	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-GSFP-CVR GSFP port EMI and dust protection cover	16						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-URD-3715 CAT3000/9400/7500/9600 UNIVERSAL	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-PWR-3000AC Cisco Catalyst 9400 Series 3000W AC Power Supply	6						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CAB-45530-C19-US NEMA 5-20 to IEC-C19 148 US	6						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CAB-COR-C50-4045 Console Cable 6ft with RJ-45 to RJ-45	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		Console Cable 6ft with RJ-45 to RJ-45 10-500T CHASSIS CABLE MANAGEMENT	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CRK-ACC-ADP-0189 ADAPTER FOR DBM TO RJ45 for 9400	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CRK-ACC-SCR-12 12-24 and 10-52 SCREWS FOR RACK INSTALLATION QTY 12	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-LC-48HX-B Catalyst 9400 2xCM400-LC-48HX BUNDLE PID ONLY-NOT ACTUAL HW	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		Catalyst 9400 2xCM400-LC-48HX BUNDLE PIDONLY-NOT ACTUAL HW	6						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400X-SUP-2XL-B Catalyst 9400 Series SUP2XL BUNDLE PIDONLY-NOT ACTUAL HW	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400X-SUP-2XL Cisco Catalyst 9400 Series Supervisor 2XL Module	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-LC-48X3 Cisco Catalyst 9400 Series 48-Port 10 Gigabit Ethernet(SFP+)	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		NETWORK-PNPUC Network Plug-n-Play Connect for zero-touch device deployment	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM000-HSEC U.S. Export Restriction Compliance license for Catalyst 9000	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400-SSD-480GB Cisco Catalyst 9400 Series 480GB M2 SATA memory (Supervisor)	4						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		CM400X-SUP-2XL/2 Cisco Catalyst 9400 Series Redundant Supervisor 2XL Module	2						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		SFP-10G-LR-S 10GBASE-LR SFP+ Transceiver Module	104						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		GLC-LH-SMD 1000BASE-LX/LH long-wavelength with DOM	104						\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Cisco Systems		GLC-SL-MMD 1000BASE-SX short-wavelength with DOM	285						\$ -	\$ -	\$ -	\$ -	\$ -
No	Other	Shipping	Shipping Charges	1	Other	Shipping	Shipping Charges	1		\$ -	\$ -	\$ -	\$ -	\$ -
Yes	Other	Labor	Vendor Installation Service	1	Other	Labor	Vendor Installation Service	1		\$ -	\$ -	\$ -	\$ -	\$ -
											\$ -	\$ -	\$ -	\$ -

Attachment B

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 Proposals 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

ATTACHMENT C

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

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

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

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

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

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

(Contractor's Authorized Office – Signature)

(Contractor's Authorized Officer – Printed Name)

(Title)

(Date)