REQUEST FOR PROPOSALS

Newport News Public Schools

ISSUING OFFICE:

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

DATE: November 25, 2026

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

RFP ITEM NO.
006-0-2027/SB

PROCUREMENT OFFICER
Shannon Bailey, VCO, VCCO

CLOSING DATE
January 4, 2027

CLOSING TIME
1:00 PM EST

PRE-PROPOSAL CONFERENCE (OPTIONAL)
DATE: December 2, 2026
TIME: 11:00 AM EST

SEALED PROPOSALS All proposals must 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 Bidder's established eVA Supplier Account. The entire bid 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. Faxed or emailed bids will not be accepted. Newport News Public Schools is not responsible for electronic late delivery. Bidders are highly encouraged to anticipate and plan for technical or heavy transmission traffic at the last minute. All inquiries for information regarding this Invitation for Bid should be directed to Shannon Bailey at shannon.bailey1@nn.k12.va.us or 757-591-4560.

COMMODITY: DATA SWITCHES

NIGP CODE: 28579, 20767, 28772, 20367, 28595, 28564

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

THIS IS NOT AN ORDER

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

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS IN ACCORDANCE WITH THE CODE OF VIRGINIA, § 2.24343.1 OR AGAINST A BIDDER OR OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE, DISABILITY, POLITICAL AFFILIATION, VETERAN STATUS, STATUS AS A MILITARY FAMILY OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT.

DESCRIPTION OF GOODS/SERVICES

DATA CENTER CORE SWITCHING REFRESH

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

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

Authorized Agent: _____ **Signature** _____ **Type or Print Name**

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

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

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

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

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

   a THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

   b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.

   c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER $10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR: Date: Authorized Signature_____

Printed Name:_____ Title:_____

Phone Number:_____ Fax Number:_

Email Address:_____

Federal Tax Identification Number/Social Security Number:_____

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

TABLE OF CONTENTS

		PAGE
I.	PURPOSE	5
II.	BACKGROUND	5
III.	STATEMENT OF NEEDS	5
VI.	SPECIAL INSTRUCTIONS TO OFFEROR	11
V.	GENERAL TERMS AND CONDITIONS	12
VI.	SPECIAL TERMS AND CONDITIONS	12

The following shall be submitted as part of your RFP 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 NNPS core network switching infrastructure with a modern, high-performance, highly available, and supportable solution. Offerors may propose any manufacturer and architecture that satisfies the mandatory functional, resiliency, capacity, operational, interoperability, and support requirements defined in this RFP.

The proposed solution must support the district's current wide-area network and data-center connectivity while providing a clear path for future growth, including 10/25/40/100 GbE connectivity, Layer 2 and Layer 3 services, BGP routing, modern fabric technologies, and simplified operations. Vendor-specific technologies may be used where appropriate, but proposals will be evaluated on the required outcomes rather than on matching a named manufacturer or proprietary implementation.

II. BACKGROUND

The Newport News Public Schools division educates 26,000 children in 42 schools: 5 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school. NNPS employees' number 4,688.

Newport News Public Schools operates a district-wide network serving approximately 50 branch locations, two data centers, data-center services, internet edge services, and centralized network/security platforms. The current core consists of independent Brocade ICX 7750 switch stacks located in separate data centers. The two data centers are interconnected by dedicated dark fiber.

Branch locations are connected through dark-fiber uplinks and are designed with paths to both data centers. The existing routed WAN uses BGP in a hub-and-spoke topology. The district perimeter is protected by Fortinet 3201F firewalls operating as an active/standby high-availability pair. A legacy OSPF adjacency presently exists between the firewalls and core; NNPS intends to transition that relationship to BGP and/or static routing as part of the core refresh, subject to final design validation.

Table 1 summarizes the port counts on the existing core switches at each data center. These counts describe the current environment and are provided for sizing purposes; they do not prescribe the port mix or architecture of the proposed solution.

Table 1. Current core switch port counts by data center

Interface type	ANOC	BNOC
1/10 GbE copper (RJ-45)	144	96
1/10 GbE fiber (SFP/SFP+)	144	144
40 GbE (QSFP+)	2	2

The 40 GbE QSFP+ ports are currently used for interconnection between the core switches. The quantity, speed, and interface type of these connections may change based on the architecture and design proposed by the Offeror.

All NNPS branch site and inter-data-center fiber connections are single-mode. Branch site connections currently use 70 km or 80 km optics, depending on the location, and the existing 40 GbE link between the core switches uses 40 km optics. Some local connections within each data center use multimode fiber (1 GbE SX and 10 GbE SR); estimated quantities are shown in Table 3.

DESIGN INTENT AND REQUIRED OUTCOMES

NNPS is replacing a stack-based core with a chassis-class or equivalent architecture that reduces local failure domains, removes dependency on a fixed-switch stack for core capacity and redundancy, and provides modular growth and component-level resiliency.

- The proposal shall not rely on a physical stack of multiple fixed-form-factor switches at a data center to provide the required core port capacity, control plane, or redundancy.
- NNPS prefers a single modular core chassis at each data center with redundant supervisors/control modules, switch fabrics where applicable, power supplies, and cooling. An equivalent non-stacked architecture may be proposed if the Offeror clearly demonstrates equal or better resiliency, maintainability, capacity, and failure-domain isolation.

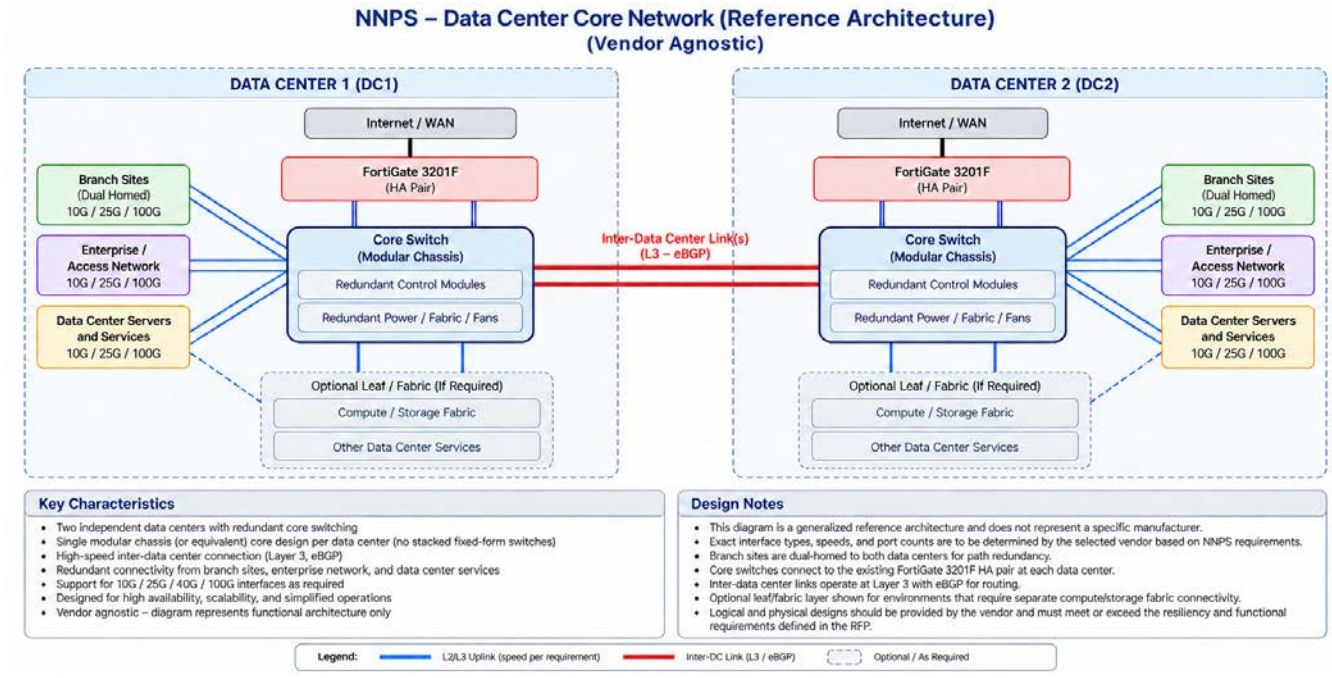
- Logical multi-chassis clustering, virtual switching, MC-LAG, EVPN multihoming, or similar technologies may be proposed where they are part of the inter-data-center or system resiliency design. Such technologies must not recreate a dependency on a local fixed-switch stack for basic core operation.
- The architecture must continue forwarding traffic through any single supported component failure and must provide a documented upgrade/maintenance strategy that minimizes disruption.
- The design must provide redundant connectivity for branch, data-center, firewall, and inter-data-center services without introducing avoidable single points of failure.

REFERENCE ARCHITECTURE

A generalized, vendor-neutral reference architecture is provided with this RFP to communicate NNPS' intended topology, resiliency, connectivity, and traffic-flow outcomes. The diagram is conceptual and does not prescribe a manufacturer, product family, proprietary fabric technology, or exact physical implementation. Offerors may propose any suitable platform or architecture that meets or exceeds the functional and technical requirements of this RFP.

The reference architecture illustrates two independently resilient data centers, a modular chassis-class core or equivalent at each location, connectivity to branch sites, enterprise/access networks, data-center servers and services, the existing FortiGate 3201F high-availability environment, and resilient inter-data-center connectivity. An optional leaf/fabric tier is shown only where technically required by the proposed solution. Technologies such as EVPN, MC-LAG, chassis virtualization, distributed gateway, or other standards-based or functionally equivalent approaches may be used where appropriate.

The diagram represents functional intent only. Exact interface types, quantities, speeds, port assignments, routing adjacencies, Layer 2/Layer 3 boundaries, redundancy mechanisms, and any additional switching or fabric tiers shall be determined by the Offeror and documented in the proposed design. If an additional leaf/fabric tier is proposed, the Offeror shall clearly explain its technical purpose and separately identify the associated hardware, licensing, and services in the bill of materials.



III. STATEMENT OF NEEDS

Data Center Locations:

- ANOC: 12511 Warwick Blvd, Suite A, Newport News, VA 23606
- BNOC: 12580 Patrick Henry Drive, Newport News, VA 23602

A. Core Platform Replacement

1. Provide, configure, install, and commission a new core switching solution for both NNPS data centers.
2. Provide all chassis, line cards, supervisors/control modules, switching fabrics, power supplies, fans, optics, transceivers, cables, licenses, subscriptions, support entitlements, and other components required for a complete production-ready solution.
3. Include all transceivers (SFP, SFP+, SFP28, QSFP+, QSFP28, or other form factors, as applicable) required to populate every fiber-based port in the proposed port map, including branch, data-center, firewall, uplink, and inter-data-center connections. Transceivers shall be itemized in the bill of materials by manufacturer part number, quantity, form factor, optic type (for example, SR, LR, ER, or ZR), and rated reach (for example, 40 km or 80 km).
4. For branch site connections, Offerors shall provide unit pricing for both 40 km and 80 km single-mode optics in each form factor and speed required by the proposed design. NNPS anticipates that some shorter site connections may be able to use 40 km optics. Final quantities of each optic type will be determined during design validation (Section V.B), based on the confirmed fiber distance and optical loss of each site link. Inter-data-center optics shall be single-mode and rated for at least 40 km, consistent with the existing link, unless the validated design supports a different reach. Unit prices shall be entered on Attachment A, and the fixed prices shall be based on the 80 km baseline quantities in Table 3, as described in Section V.F.
5. Migrate existing Layer 2 and Layer 3 services, including VLANs, routed interfaces, ACLs, QoS policies, multicast functions, BGP policy, static routes, and other existing production configuration as applicable.
6. Assist NNPS with transition of firewall-to-core routing from the existing OSPF relationship to BGP and/or static routing based on the approved final design.
7. Preserve or improve redundant branch connectivity to both data centers and redundant data-center/application connectivity during and after migration.
8. Coordinate implementation and cutover activities with NNPS during an approved maintenance window and provide a documented backout plan.

B. Design and Engineering Services

1. Validate existing physical and logical topology, fiber paths, link speeds, routing adjacencies, VLAN/VRF usage, multicast requirements, firewall connectivity, and current port utilization before finalizing the implementation design.
2. Produce a low-level design showing physical connectivity, logical connectivity, routing relationships, redundancy mechanisms, inter-data-center connectivity, port-channel/MLAG relationships, and traffic flow.
3. Define the final inter-data-center design, including Layer 2 versus Layer 3 boundaries, failure domains, convergence behavior, split-brain/dual-active protection where relevant, and expected behavior during link, module, chassis, or data-center failure.
4. Identify all required optics and interface types and confirm compatibility with existing NNPS dark-fiber services and connected equipment. For each branch site link, confirm fiber distance and optical loss with NNPS to determine whether a 40 km or 80 km optic is required, and provide the resulting optic quantities by site.
5. Provide a capacity and oversubscription analysis demonstrating that the proposed system can support current load and planned growth.

C. Summary of Requested Equipment and Services

Table 2 summarizes the equipment and services NNPS is requesting through this RFP and the associated FCC Form 470. Quantities are estimates for bidding purposes. Offerors shall propose the specific manufacturer, models, part numbers, and quantities needed to meet the requirements of this RFP and shall itemize them in the bill of materials described in Section VII. Table 3 in Section V.D gives the baseline equipment types and estimated quantities by data center.

Table 2. Requested equipment and services

Function	Description	Est. quantity	Location
Switch (core)	Modular chassis-class core switch, or justified non-stacked equivalent, with redundant supervisors/control modules, fabrics, power, and cooling, and line cards meeting Section VI.A and Table 1.	2 (1 per data center)	ANOC, BNOC

Function	Description	Est. quantity	Location
Transceivers	Optics for all fiber-based ports in the proposed port map, including inter-data-center links. Single-mode 40 km and 80 km optics for branch site links to be priced per unit, with final quantities set after design validation (Section V.A).	See Table 3	ANOC, BNOC
Switch (leaf/fabric), optional	Only where technically required by the proposed architecture (see Section IV).	As required by design	ANOC, BNOC
Software licenses and subscriptions	All licenses and subscriptions required to operate the proposed solution, five-year term.	2 systems	ANOC, BNOC
Basic maintenance of internal connections	Manufacturer warranty, break/fix, software updates, and technical support, priced by term.	2 systems	ANOC, BNOC
Installation, configuration, and migration	Design, staging, installation, migration, testing, and acceptance services per Sections V and VIII.	2 sites	ANOC, BNOC
Cabling and connectors	Patch cables and connectors required to complete the installation.	See Table 3	ANOC, BNOC

D. Baseline Bill of Materials

Table 3 lists the equipment types and estimated quantities NNPS used to prepare the FCC Form 470 for this project. The baseline gives every Offeror the same starting point so that proposals are complete and can be compared fairly. It is a sizing reference, not a required design.

- Quantities are estimates. Offerors shall propose the manufacturer, models, part numbers, and quantities their design requires and shall explain any material difference from Table 3 in the design response required by Section VII.
- Reference models are listed to show scale and capability and are followed by "or equivalent." NNPS will accept and fairly evaluate functionally equivalent products from any manufacturer. A listed manufacturer is not a preference and will receive no advantage in evaluation.
- Two references are shown to illustrate the range of architectures NNPS will consider. Reference A is a single modular chassis at each data center. Reference B is built from fixed-form-factor switches, with two core switches at each data center and port capacity delivered by standalone switches. A proposal of the Reference B type shall meet Section III, including the requirement that core capacity, control plane, and redundancy not depend on a physical stack, and shall explain any additional switching tier as required by Section IV.
- Port capacity lines are expressed in 48-port equivalents and may be delivered as chassis line cards or standalone devices. The required capacity at each data center is shown in Table 1 and Section VI.A. The Table 1 counts already include anticipated growth.
- Branch site optics are listed at 80 km as the baseline. The 40 km lines are alternates: they are priced per unit only and are not included in the fixed prices described in Section V.F. NNPS will set the final split between 40 km and 80 km optics after design validation.
- The Offeror shall include every component needed for a complete, production-ready solution, whether or not it appears in Table 3.

Table 3. Baseline bill of materials by data center (estimated quantities)

#	Equipment / capacity category	Unit	ANOC	BNOC	Total	Reference A (or equivalent)	Reference B (or equivalent)	Notes
Internal connections: switches and necessary software and licenses								
1	Core switching platform	System	1	1	2	Cisco Catalyst C9410R	2 x Juniper QFX5120-32C	One core solution per data center; physical switch count varies by architecture.
2	Supervisor / control modules	Each	2	2	4	C9400X-SUP-2XL	Integrated in QFX5120 pair	Redundant control function required.
3	Copper 1/10 GbE interface capacity	48-port equiv.	3	2	5	C9400-LC-48P (note 1)	QFX5120-48T	144 RJ-45 ports at ANOC, 96 at BNOC. Line cards or standalone devices.
4	Fiber 1/10 GbE SFP+ interface capacity	48-port equiv.	3	3	6	C9400-LC-48XS	QFX5120-48Y	144 ports per data center. Line cards or standalone devices.
5	40 GbE inter-data-center interface capacity	Ports	2	2	4	Catalyst QSFP interfaces	QFX5120-32C QSFP28	Port requirement, not necessarily a separate hardware line (note 2).

#	Equipment / capacity category	Unit	ANOC	BNOC	Total	Reference A (or equivalent)	Reference B (or equivalent)	Notes
6	Redundant power supplies	Each	4	4	8	C9400-PWR-3200AC	QFX5120 PSU (FRU)	Planning estimate; size for N+1 or better.
7	Cooling / fan assemblies	Set	1	1	2	C9410 fan assemblies	QFX5120 fan trays	Redundant cooling appropriate to the proposed hardware.
8	Mounting and hardware accessories	Kit	1	1	2	C9400 rack/cable guides	QFX5120 mounting kits	Include blanks, rails, and installation accessories.
9	Feature and routing licenses	Bundle	1	1	2	Network Advantage, as needed	Advanced licensing, as needed	BGP, L2/L3, and all functions required by the RFP.
10	Management licenses, if required	Bundle	1	1	2	DNA Advantage, if applicable	Apstra, if applicable	Only if the proposed platform requires them.
Internal connections: antennas, connectors, and related components (transceivers)								
11	1 GbE multimode optic (SX)	Each	10	10	20	GLC-SX-MMD	1G SX transceiver	Local connections; confirm during design validation.
12	10 GbE multimode optic (SR)	Each	10	10	20	10GBASE-SR SFP+	10GBASE-SR SFP+	Local connections; confirm during design validation.
13	1 GbE single-mode site optic, 80 km	Each	64	64	128	80 km optic	80 km optic	Branch site links. Baseline for fixed price.
14	1 GbE single-mode site optic, 40 km	Each	Alt.	Alt.	Alt.	40 km optic	40 km optic	Alternate to line 13; unit price only (note 3).
15	10 GbE single-mode site optic, 80 km	Each	14	14	28	80 km optic	80 km optic	Branch site links. Baseline for fixed price.
16	10 GbE single-mode site optic, 40 km	Each	Alt.	Alt.	Alt.	40 km optic	40 km optic	Alternate to line 15; unit price only (note 3).
17	40 GbE inter-data-center optic, 40 km	Each	2	2	4	40G long-reach	40G long-reach	Two assumed core links (4 optics total); validate fiber length.
Internal connections: cabling								
18	Interconnect / patch cables	Lot	1	1	2	Fiber patch / SVL as needed	Fiber patch / DCI as needed	Offeror to itemize quantities and lengths; no local stacking mandated.
Basic maintenance of internal connections								
19	Manufacturer support (five-year)	Package	1	1	2	Cisco support	Juniper Care	Year 1 priced separately from years 2 through 5.
Installation, configuration, and migration								
20	Implementation / migration services	Site	1	1	2	Cisco partner services	Juniper partner services	Staging, installation, cutover, validation, and documentation.

Note 1. The Reference A copper line card supports 1 GbE only and is listed for chassis sizing. Proposed copper ports shall be capable of 1/10 GbE, as required by Section VI.A.

Note 2. Line 5 reflects the two existing inter-data-center ports at each data center. Section VI.A requires at least four ports capable of 40/100 GbE at each data center.

Note 3. Alternate line. Quantities will be set after design validation by moving branch site links from the 80 km line to the 40 km line. Priced per unit on Attachment A and not included in the fixed price.

E. Multiple Proposal Options

Offerors may submit more than one option where they believe an alternative architecture, manufacturer, or product family would serve NNPS well. Each option shall:

- be a complete solution that meets every mandatory requirement on its own;
- be labeled clearly (for example, Option 1 and Option 2) and include its own design response under Section VII and its own completed Attachment A; and
- identify how it differs from the Offeror's other options.

NNPS will evaluate each option separately and may award any one option. An option that depends on items priced only in another option will be treated as incomplete.

F. Pricing Structure and Attachment A

Offerors shall price each option on Attachment A, Pricing Form, using the Excel file provided. Attachment A has three parts, and they must agree with one another:

- **Fixed price by data center.** A firm, fixed price for a complete, production-ready solution at ANOC and a separate firm, fixed price at BNOC. Each fixed price shall include all equipment, optics at the baseline quantities in Table 3, cabling, licenses and subscriptions, manufacturer support, and installation, configuration, and migration services for that data center. Items or services that serve both data centers shall be divided between the two fixed prices, not omitted.
- **Itemized bill of materials.** A line-item list for each data center giving the manufacturer, part number (SKU), description, quantity, unit price, extended price, Form 470 category, pricing period (one-time, year 1, or years 2 through 5), and E-Rate eligibility (eligible, ineligible, or cost-allocated, with the eligible percentage). The itemized total for each data center shall equal its fixed price.
- **Optics unit pricing.** A unit price for 40 km and 80 km single-mode optics in each speed and form factor the design requires, and for the multimode and inter-data-center optics.

After award, the Attachment A unit prices will be used to adjust the contract as follows:

- NNPS will confirm final quantities after design validation (Section V.B). Quantities may increase or decrease. Any change will be priced at the Attachment A unit prices and documented by written change order. NNPS is not obligated to purchase the estimated quantities.
- Where a branch site link is confirmed for a 40 km optic, the 80 km optic will be removed at its unit price and the 40 km optic added at its unit price.
- If a manufacturer discontinues, revises, or replaces a proposed part number before delivery, the Offeror may substitute a functionally equivalent part at or below the original unit price with NNPS's written approval. The Offeror shall support NNPS in preparing any USAC service substitution request that results.
- Changes that would raise the total contract price above NNPS's E-Rate funding commitment require NNPS's prior written approval.
- Unit prices shall remain firm for the term of the contract.

NNPS will use the itemized bill of materials of the selected option to prepare its FCC Form 471. For price evaluation, NNPS will use the combined ANOC and BNOC fixed prices for each option, separated into eligible and ineligible costs as identified in Attachment A. NNPS may also consider the reasonableness of the unit prices, including the 40 km optic alternates.

TECHNICAL REQUIREMENTS

A. Architecture and Hardware

Requirement	Minimum / Expected Capability
Core form factor	Single modular chassis per data center is preferred. Fixed-switch stacking as the primary local core architecture is not acceptable. Equivalent non-stacked designs must be explicitly justified.
Redundant control plane	Redundant hot-swappable supervisors, routing engines, or control modules where supported by the platform.
Redundant forwarding fabric	Redundant or distributed switching fabric architecture sufficient to maintain forwarding during any single supported fabric/component failure.
Power and cooling	Redundant, hot-swappable power supplies and fans. The proposed BOM shall provide sufficient N+1 or better power/cooling resiliency for the populated chassis.
Modularity	Field-replaceable or modular components and the ability to add interface capacity without replacing the entire core platform.
Interface capacity	At minimum, sufficient interfaces to support the existing environment plus documented growth. The base proposal shall provide at each data center no fewer than the current port counts shown in Table 1 (Section II), with copper ports capable of 1/10 GbE, fiber ports capable of 1/10/25 GbE, and at least four ports capable of 40/100 GbE, or an equivalent combination demonstrated to meet current and future connectivity requirements.
Performance	Non-blocking or appropriately engineered line-rate hardware forwarding. Offeror shall state per-slot, per-line-card, and system switching capacity and identify any oversubscription.
MTU	Support for jumbo frames appropriate for data-center and routed backbone use.

Optics	Support standards-based Ethernet optics where technically appropriate. Optics for branch site and inter-data-center connections shall be compatible with the existing single-mode fiber plant. Any vendor restrictions, coding requirements, or support limitations for third-party optics must be disclosed. All transceivers required by the proposed design shall be included in the proposal.
Lifecycle	Manufacturer support for the proposed platform and software must be available for at least five years from implementation. Offeror shall identify published or announced end-of-sale/end-of-support dates, if any.

B. Layer 2 / Layer 3 / Fabric Features

- Full Layer 2 and Layer 3 switching/routing, including 802.1Q VLANs, link aggregation/LACP, ACLs, QoS, IPv4/IPv6, and hardware-based forwarding.
- BGP support suitable for the district WAN/core topology, including route filtering/policy, communities, ECMP where applicable, graceful restart or comparable resiliency features, and standard troubleshooting visibility.
- Static routing and support for OSPF where required for migration or interoperability, even if OSPF is not part of the target firewall-to-core design.
- PIM-SM and IGMP snooping, or equivalent multicast capabilities required by NNPS services.
- VRRP, anycast gateway, distributed gateway, or equivalent first-hop redundancy where the proposed design requires it.
- Policy-based routing where required by current services.
- 802.1X/RADIUS capability and interoperability with Aruba ClearPass or equivalent standards-based RADIUS services where authentication is terminated on the core.
- EVPN-VXLAN or a comparable standards-based fabric capability is preferred for future scalability and operational flexibility. If proposed, the Offeror shall describe underlay/overlay design, control plane, multihoming, gateway placement, and operational dependencies.
- Interoperability with standards-based Ethernet, BGP, LACP, RADIUS, SNMP, syslog, NTP, and common network management/telemetry tools.

C. High Availability, Failure Handling, and Maintenance

- No single power supply, fan, supervisor/control module, supported fabric module, or individual uplink failure shall cause loss of the entire data-center core.
- Offeror shall state expected convergence/failover behavior for: loss of an uplink, loss of a line card, loss of a supervisor/control module, loss of inter-data-center connectivity, loss of a core chassis, and loss of an entire data center.
- Hitless or non-disruptive control-plane switchover is required where supported by the proposed platform. Non-disruptive or minimally disruptive software upgrade capabilities are preferred and must be described accurately, including prerequisites and exceptions.
- Dual-active/split-brain detection and protection must be included where the chosen architecture uses a multi-chassis logical system or equivalent coupling between data centers.
- The design shall avoid unnecessary stretching of failure domains between data centers. Offeror shall clearly identify which functions are shared across sites and which remain independently operable.

D. Management, Monitoring, and Security

- Secure management via SSH and HTTPS; support for centralized AAA using RADIUS and/or TACACS+; role-based access controls are preferred.
- SNMPv3, syslog, NTP, streaming telemetry and/or equivalent modern monitoring capabilities.
- Ability to export flow/traffic telemetry such as sFlow, NetFlow/IPFIX, or equivalent is preferred.
- Configuration rollback, checkpointing, commit/confirmed commit, or equivalent operational safeguards are preferred.
- If a cloud-managed or subscription-managed control platform is required for normal operation, the dependency, licensing term, data residency, outage behavior, and local management capabilities must be clearly disclosed. NNPS prefers solutions that retain core forwarding and reasonable local administrative capability if an external management service is unavailable.

- All management platforms, licenses, and subscriptions required to operate the proposed design shall be included in the proposal. Offerors shall price all required licenses, subscriptions, and support for a five-year term, with year 1 priced separately from years 2 through 5.

REQUIRED PROPOSAL DESIGN RESPONSE

Note: Requirements stated with 'shall' or 'must' are mandatory; requirements stated as 'preferred' are desirable and will be considered in the technical evaluation.

Each Offeror shall submit a technical design response sufficient for NNPS to evaluate whether the proposed architecture meets the functional intent of the attached vendor-neutral reference architecture and all mandatory requirements of this RFP. At minimum, the response shall include:

- A physical topology diagram showing each data center, proposed core platform(s), branch/WAN connectivity, data-center/access connectivity, firewall connectivity, inter-data-center links, and all redundant paths.
- A logical topology/traffic-flow diagram showing Layer 2/Layer 3 boundaries, routing adjacencies, default-route or route-exchange behavior, gateway placement, and normal/failed traffic paths.
- A complete bill of materials by data center listing the manufacturer part number (SKU), description, quantity, unit price, extended price, and E-Rate eligibility (eligible, ineligible, or cost-allocated) for each line item, including chassis, line cards, supervisors/control modules, fabrics, power supplies, fans, optics/transceivers, licenses/subscriptions, management platforms, support, and professional services. The bill of materials shall be submitted on Attachment A, Pricing Form.
- A port map and capacity table showing quantity and speed of required interfaces, initially consumed ports, available growth capacity, and any constraints.
- A resiliency matrix describing the effect of each single component/link/site failure and the expected recovery mechanism and convergence time.
- A migration and cutover plan, including staging, pre-configuration, validation, maintenance-window steps, rollback criteria, and post-cutover verification.
- A list of deviations, exceptions, assumptions, and vendor-specific dependencies. Silence will be interpreted as compliance with the stated mandatory requirement.
- A statement explaining how the proposed design achieves the functional goals shown in the vendor-neutral reference architecture, including any material differences, assumptions, additional tiers, or vendor-specific dependencies.

IMPLEMENTATION, TESTING, AND ACCEPTANCE

6. Pre-stage and validate hardware and software prior to production cutover.
7. Perform or assist with physical installation, patching, optics installation, configuration, and migration.
8. Validate routing adjacency, branch reachability, firewall connectivity, data-center/application connectivity, multicast as applicable, management/monitoring, and redundant path operation.
9. Perform controlled failover testing for agreed scenarios, including redundant links, supervisor/control plane where safe, inter-data-center path failure, and other architecture-specific resiliency tests.
10. Provide final configurations, software versions, license inventory, port maps, cable/optic maps, as-built diagrams, and a written acceptance-test report.
11. Provide a knowledge-transfer session for NNPS network staff covering architecture, routine operations, troubleshooting, failover behavior, upgrades, and support escalation.

DELIVERABLES

- Fully deployed and operational core solution at both data centers.
- Approved high-level and low-level design documentation.
- Complete bill of materials and entitlement/license inventory.
- Final configurations and configuration backups.
- As-built physical and logical diagrams.
- Migration, rollback, and acceptance-test documentation.
- Knowledge-transfer/training materials.

- At least one year of post-installation technical support from the Offeror, in addition to the five-year license, subscription, and support term in Section VI.D.
    - Maintenance and support shall be priced separately by term and shall identify manufacturer warranty, basic maintenance (break/fix, software updates, technical support), and any enhanced services separately. Training beyond basic instruction on the installed equipment shall be priced separately and will be treated as ineligible.

E-RATE PROGRAM REQUIREMENTS

- Offerors must support the Service Provider Invoice (SPI) billing method. Offerors not providing SPI billing may be disqualified in accordance with NNPS procurement requirements.
- All proposals must comply with applicable FCC and USAC E-Rate rules, including supply-chain security restrictions and Lowest Corresponding Price requirements.
- Offerors must provide their E-Rate Service Provider Identification Number (SPIN/498 ID) with their proposal and must be in good standing with USAC and the FCC (including a valid FCC Registration Number and Red Light status clear) at the time of award.
- Cost of eligible services will be the highest-weighted evaluation criterion as required by the E-Rate program.
- Offerors shall clearly separate eligible and ineligible products/services and shall identify any recurring subscriptions or licensing required for continued operation.
- Any demo or loaned equipment must be clearly identified and may be subject to time limits established by NNPS.
- Racks, connectors, optics, cabling, and related components shall be identified and classified appropriately for E-Rate eligibility.
- Any award and resulting contract is contingent upon approval of E-Rate funding. NNPS reserves the right to cancel, reduce, or delay any portion of the contract, without penalty, if E-Rate funding is not approved, is approved at a reduced level, or is delayed.

OPTIONAL / PREFERRED ENHANCEMENTS

- Extended manufacturer hardware/software support beyond the base term.
- Additional vendor-led administration and troubleshooting training.
- Centralized intent-based, fabric, or lifecycle management platform where it improves operations without creating an unacceptable dependency.
- Automated configuration validation, compliance checking, telemetry, or assurance capabilities.
- Professional services for future expansion of EVPN-VXLAN, data-center fabric, or branch/core routing architecture.

TECHNICAL EVALUATION GUIDANCE

NNPS will evaluate proposals based on compliance with mandatory requirements and the degree to which the proposed solution provides a resilient, supportable, scalable, standards-based core architecture. The use of a particular manufacturer, proprietary feature name, or exact reproduction of the reference architecture will not receive preference by itself. Offerors should focus on clearly demonstrating the required outcomes, failure handling, capacity, interoperability, operational model, lifecycle, and cost of E-Rate eligible products and services.

REFERENCE DRAWING NOTES

- The reference architecture is a generalized NNPS conceptual design intended to communicate required functional outcomes rather than a prescribed implementation.
- The diagram depicts a modular chassis-class core or equivalent at each data center, redundant branch/access/server connectivity, the existing firewall environment, resilient inter-data-center connectivity, and an optional leaf/fabric tier only where technically necessary.
- Offerors may vary from the conceptual topology where justified, provided the proposal clearly documents the deviation and demonstrates that the resulting design meets or exceeds the resiliency, capacity, interoperability, manageability, and failure-handling requirements of this RFP.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

Definitions

Issuing Office:
Wherever used in this Request for Proposal, Issuing Office will be:
Shannon Bailey, VCCO, VCO
Director of Procurement
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard Newport News, VA 23606-3041
Phone: (757) 591-4560 x10752
Fax: (757) 591-4593
Email: shannon.bailey1@nn.k12.va.us

NNPS Contract Administrator:
Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:
William Chambers
Supervisor, Technology Operations
12511 Warwick Boulevard Newport News, VA
23606-3041 Phone: 881-5461, x12130
Email: william.chambers@nn.k12.va.us

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

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

B. Offerors of Record:

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

C. Preproposal Conference (Non-mandatory)

A pre-proposal conference will be held virtually on ZOOM on **December 2, 2026 at 11:00 AM EST** to answer any questions regarding this RFP at the following link, meeting ID, and password.

Topic: Pre-Proposal Conference - Data Center Core Switching Refresh
Time: Dec 2, 2026 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://nn-k12-va-us.zoom.us/j/82251852400?pwd=UBV3cAG8TxbXSSQAsZdzTcTXqrLb8p.1

Meeting ID: 822 5185 2400
Passcode: 200864

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

D. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office to shannon.bailey1@nn.k12.va.us no later than **3:00 PM - EST on December 4, 2026**. 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 1:01 PM - EST or later) will not be considered and will be returned to the Offeror unopened.

G. Proposal Submittal Requirements:

All bids/proposals shall be submitted electronically online via eVA using the Bidder's established eVA Supplier Account, in person, or by mail. The entire bid/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 bids/proposals will not be accepted.

To learn how to submit an online bid/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 Bidder/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.

Bidders 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

Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:

a) The cover page of this Request for Proposal, which will contain:
   1) Original signature of an agent authorized to bind the company;
   2) Requested contact information;
   3) Company FEI/TIN number; and,
   4) Acknowledgment of any addenda on page one (1);
b) Vendor Pricing Schedule requested in this RFP
c) Completed and signed anti-collusion/nondiscrimination clauses on page 2;
d) Cover letter signed by an authorized representative, including the offeror's SPIN (FCC Form 498 ID) and FCC Registration Number.
e) Attachment A, fully completed and submitted in Excel format.
f) Detailed bill of materials for the proposed solution.
g) Description and specification sheets for each proposed switch model, and equivalence documentation if a non-reference model is proposed.
h) Licensing and support details for each license: what it includes, its term, when the term begins, and its E-Rate eligibility percentage, with supporting manufacturer documentation.

i) Receiving, staging, and onboarding approach (section 4.3).
j) Installation methodology and proposed schedule.
k) Site survey methodology, surveyor certifications, and a sample survey report.
l) Project team and relevant certifications.
m) References
n) Assumptions and exclusions. Assumptions may not alter the requirements of this RFP.
o) Include a second copy of the proposal, **REDACTED**, in PDF format fully compatible with the Microsoft Windows OS environment or;
p) Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section, specifically identifying this information and mark as **CONFIDENTIAL**.

2. Proposals must be submitted utilizing the following requirements:
   a) Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer outside of eVA shall not be accepted.
   b) Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
3. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. Newport News Public Schools does not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the offeror. In the event the offeror provides only one proposal, it will be determined the one proposal copy will be subject to public inspection in accordance with the Virginia Freedom of Information Act.

4. In accordance with § 2.2-4342. Public Inspection of Certain Records, An offeror, shall not designate as trade secrets or proprietary information (a) an entire proposal; (b) any portion of a proposal, that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will no longer be considered.

5. **Proposals are to be organized in the following tabs**:

Tab 1 – Executive Summary
The executive summary should include but not limited to:
- Background information about the organization (philosophy, ownership, size, facilities, locations, etc.)
- Size and location of the office that will serve NNPS.
- Offeror's qualifications to perform the services, including all resources available to the Offeror during the performance of the contract.
- Qualifications and resumes of all personnel providing services for the duration of the contracted services.
- A copy of certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

Tab 2 – Methodology and Tools
To Include but not limited to the following:
- An overview of the Offeror's understanding of the Statement of Need
- The firm's written technical plan and best practical approach towards providing an audit of Newport News Public Schools data systems and networks as described in the Statement of Needs. Describe the approach for all services listed within the Statement of Needs (What, when, and how services will be performed, and time frame for completion (to include all deliverables)
- Provide detail list of any scanning tools, equipment, etc. that the Offeror will use to complete the audit.
- Provide a list of all hardware or software options that will be used.

Tab 3 – Deliverables
Include an assessment report for EACH requested service to include:
- An executive summary of services performed

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

Tab 4 – Financial Proposal (To include price)

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

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

Tab 5-Experience

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

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

Tab 6-Proprietary Information

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

Tab 7-Exceptions/Deviations

Detail any exceptions taken to the Statement of Needs and Terms and Conditions section of the RFP. For each

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

H. Evaluation of Proposals:

1. After the RFP closes, NNPS will select for further consideration one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. In assessing responses to the RFP, consideration will be given to several factors, including, but not limited to, the conformity of the responses to the specifications of the RFP, the competency and responsibility of Offerors, the ability of the Offerors to perform satisfactory service, and the dollar amounts of the proposals. Overall proposal rating include:

- **Exceptional**: Submission exceeds expectations, has an excellent probability of success in achieving all objectives. Very innovative.
- **Good**: Very good probability of success. Achieves all objectives in a reasonable fashion.
- **Acceptable**: Has reasonable probability of success. Some objectives may not be met.
- **Poor**: Falls short of expectations and has a low probability of success.
- **Unacceptable**: Submission fails to meet requirements, and the approach has no probability of success.

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

CRITERION	WEIGHT	DESCRIPTION
Price of E-Rate eligible Products and/or Services	**35**	NNPS will score the total pre-discount cost of all E-Rate eligible products and services needed for a complete, production-ready solution at both data centers. This includes chassis, line cards, supervisors/control modules, switching fabrics, power supplies, fans, optics and transceivers, cabling and connectors, and eligible licenses and software. It also includes installation, configuration, and migration services, and basic maintenance (break/fix, software updates, and technical support) for the term stated in the RFP.
Price of E-Rate ineligible products and/or Services	**5**	NNPS will score the total cost of all ineligible products and services needed for the proposed solution to operate as designed for the stated term. Examples include training beyond basic instruction on the installed equipment, enhanced or premium support services, and the ineligible portion of any cost-allocated item. Any ineligible management platform, subscription, or licensing the design depends on is also included.
Technical Solution: Organization and products	**30**	This criterion covers the quality, completeness, and clarity of the proposed architecture and the products it uses. **Architecture and resiliency.** NNPS will look at how closely the design matches the preferred modular chassis-class core at each data center, with redundant supervisors, fabrics, power, and cooling. If an equivalent non-stacked architecture is proposed, the Offeror must show equal or better resiliency, maintainability, capacity, and failure-domain isolation. NNPS will also evaluate whether dual-active/split-brain protection is present where needed and whether unnecessary stretching of failure domains between data centers is avoided. **Capacity and performance.** NNPS will check whether the port map and capacity table meet or exceed the minimum interface counts per data center and leave documented growth headroom. Stated per-slot, per-line-card, and system switching capacity will be reviewed, along with any oversubscription and how it is justified.

		Feature set. NNPS will confirm the Layer 2, Layer 3, BGP, multicast, first-hop redundancy, and 802.1X/RADIUS capabilities in Section VI.B. Preferred capabilities earn additional credit, including EVPN-VXLAN or a comparable standards-based fabric with a clear underlay/overlay description. **Management and operations.** NNPS will evaluate secure management, centralized AAA, SNMPv3, streaming telemetry, flow export, and configuration rollback or commit safeguards. For any cloud-managed or subscription dependency, the proposal must disclose it clearly and describe how forwarding and local administration continue if the external service is unavailable. **Lifecycle and support.** NNPS will consider manufacturer support availability for at least five years and any disclosed end-of-sale or end-of-support dates. The documented non-disruptive upgrade strategy, including its prerequisites and exceptions, will also be reviewed. **Organization and completeness of the response.** These are the physical and logical topology diagrams, the bill of materials by data center, the port map, the resiliency matrix, the migration and cutover plan, and the list of deviations and assumptions. Responses that are vague, internally inconsistent, or that rely on marketing material instead of design-specific information will score lower.
Compatibility with Existing Network	**15**	This criterion covers how well the proposed solution integrates with NNPS's current environment and how safely it can be migrated into production.
Vendor Experience and K-12 References	**15**	This criterion covers the Offeror's demonstrated ability to deliver and support a project of similar scope and complexity for a K-12 applicant. NNPS will consider the following. **Comparable projects.** Experience designing, deploying, and migrating chassis-class or equivalent data-center core infrastructure. Examples should include multi-site redundancy, BGP routing, and, where proposed, EVPN-VXLAN or comparable fabric technologies. **K-12 references.** NNPS will look for at least three references from K-12 districts or comparable public-sector entities for projects completed within the last five years. Each reference should include a contact name, phone number, email, and a brief project description. NNPS may contact references and will consider their responses in scoring. **Staff qualifications.** The qualifications and relevant manufacturer certifications of the engineers who will perform the design, implementation, and knowledge-transfer work. The proposal should identify whether this work will be done by the Offeror's own staff or by subcontractors. **E-Rate experience.** NNPS will consider the Offeror's history of E-Rate compliance, including SPI invoicing, accurate eligibility classification, and responsiveness during USAC reviews.
Total weight	**100**	**Weights total 100 points.** **Eligible price is the most heavily weighted factor, as FCC rules require.**

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 Solutions: Organization and Products	30 points
Compatibility with Existing Network	15 points
Vendor Experience and K-12 References	15 points
Total	**100 points**

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

I. Presentation/Demonstration:

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

I. Cost of Responding:

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

V. GENERAL TERMS AND CONDITIONS

A. Contract Document:

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

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

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

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

C. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked **"PROPRIETARY**".

4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modification(s):

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

E. Offeror Obligation:

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

F. Conditions of Work:

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

G. Prime Contractor:

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

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

H. Subcontractors:

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

I. Non-Assignment:

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

J. Antitrust:

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

K. Anti-collusion/Nondiscrimination Requirements Form:

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

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

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

M. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a)

any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

N. Notices:

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

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

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

O. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this Contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this Contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this Contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the Contract. Successful Offeror's liability shall include, but not be limited to:
   a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

P. Termination Without Cause:

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

Q. Termination With Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful

Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

R. Breach of Contract:

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

S. Applicable Law:

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

T. Compliance with All Laws:

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

real estate and other applicable tax requirements shall be met by Successful Offeror.

U. Venue:

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

V. Severability:

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

W. Non-Appropriation of Funds:

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

X. Tax Exemption:

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

Y. Vendor's Invoices:

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

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

Z. Contractual Disputes:

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

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

AA. Warranty/Guarantee:

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

same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

BB. Payment Terms:

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

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

Special Educational or Promotional Discounts

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

CC. Prompt Payment:

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

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

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

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

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

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

shall not include any amounts for reimbursement of interest charges owed by Contractor.

DD. Audits:

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

NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

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

FF. Award:

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

GG. Disposition of Proposals:

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

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

VI. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be five (5) years commencing on July 1, 2027 through June 30, 2032.

B. Contract Renewal:

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

C. Time is of the Essence:

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

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.

2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does specifically provide.

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

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

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

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

E. Unauthorized Disclosure of Information:

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

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

F. Payment by Electronic Funds Transfer

(a) Method of payment.

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

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

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

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

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

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see

paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") by [the Procurement Officer shall insert

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

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii)) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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

(j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent

per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

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

NNPS Accounting Department Designated Contact: Accounting Department
NNPS Administration Building 12465
Warwick Blvd.
Newport News, Virginia 23606 Tel:
(757) 591- 7487, X10726
Kimberly Powell, Accounting Supervisor
kimberly.powell@nn.k12.va.us

G. Copyright/Patent Indemnity:

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

H. Certification Regarding Debarment

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

_____
Name of Official

_____
Title

_____
Firm or Corporation

_____
Date

I. Data Security Clauses

1. Network Security. Vendor agrees at all times to maintain network security that at a minimum includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards.
2. Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see "11. Industry Standards") and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.
3. Data Storage. Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or

laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “5. Data Encryption”.
4. Data Transmission. Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.
5. Data Encryption. Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. RFP #006-0- 2022SB Page 26 of 27 Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see http://csrc.nist.gov/.
8. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to: a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and; b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools’ data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools’ sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

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

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

11. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which

document verification of controls tested. Annual date determined to be thirty (30) days prior to the established contract renewal date.