

REQUEST FOR PROPOSAL

E-RATE ENTITY: Northampton County School District (BEN: 126521)

7207 Young Street, Machipongo, VA 23405

RFP TITLE: 2024 NCPS Internet and WAN

RFP #: 2024-001

FORM 470 #: 240001566

ISSUE DATE: Thursday, October 19, 2023

QUESTION DEADLINE: Tuesday, November 7, 2023, 3:00pm Eastern

All communication with the entity regarding this solicitation, including questions or comments, must be submitted via email no later than the deadline above to all the following recipients. No phone calls will be accepted. If applicable, responses will be available via addendum within five (5) business days.

mzaruba@e-ratecentral.com; ajward@ncpsk12.com; dwirth@ncpsk12.com

RFP DUE DATE/TIME: Tuesday, December 12, 2023, 3:00pm Eastern

Offers must be submitted by the due date/time listed above via hardcopy submission. Late submissions will not be considered. Faxed or emailed copies will not be considered.

Northampton County Public Schools does not discriminate against faith-based organizations or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

By signing this document, the Offeror agrees that they have carefully examined all the requirements of this solicitation and that there are no contradictions, ambiguities, errors, or infeasible requirements apparent. The undersigned further agrees that they will accept an award to carry out the required services under this solicitation.

In compliance with this Request for Proposal and all the conditions imposed herein, including the General Terms and Conditions, and Attachments, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Telephone: _____

Printed/Typed

Email: _____

FIN/SSN: _____

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I. Service Specifications

Northampton County Public Schools (NCPS) is seeking proposals for Dedicated Internet Access (DIA) and/or Wide Area Network Transport (WAN) services. Offerors' proposals may include solutions for Dedicated Internet Access, Wide Area Network Transport, or both options. Proposals for Wide Area Network Transport must include service for all listed locations to be considered.

All proposed solutions that meet the requested service requirements will be evaluated.

Option 1 – Dedicated Internet Access (DIA) Services

Services Requested	Service Type	Quantity	Details
	Dedicated Internet (DIA)	1	
	Static IP	4	Minimum

Required Bandwidth Levels	1 - 10 Gbps
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Service Address(es)	See Service Locations tables on following page.
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Option 2 – Wide Area Network (WAN) Transport Services

Services Requested	Service Type	Quantity	Details
	Transport (WAN)	5	This includes hub site

Required Bandwidth Levels	1 - 20 Gbps
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Service Address(es)	See Service Locations tables on following page.
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For All Services (Options 1 and/or 2)

Bandwidth Attributes	Symmetrical service is required. Asymmetrical services will not be considered.
Required Service Delivery	July 1, 2024
Initial Contract Term	36-months (July 1, 2024 – June 30, 2027)
Optional Renewal Periods	Maximum of five (5) annual optional renewals, July 1 – June 30

Note: Pricing provided for WAN Transport connections shall be presented as total cost for both endpoints (A and Z) per circuit.

II. Service Locations

Dedicated Internet Access (DIA) Services: NCPS is requesting proposals for fully managed Dedicated Internet Access service to be delivered to the following hub (A) location:

Location Name	Street	City	State	Zip
NCPS Administration Building	7207 Young Street	Machipongo	VA	23405

Wide Area Network (WAN) Transport Services: NCPS is requesting proposals for fully managed Wide Area Network (transport) service to be delivered between the hub (A) location listed above and the following Z locations:

Location Name	Street	City	State	Zip
NCPS Administration Building	7207 Young Street	Machipongo	VA	23405
Kiptopeke Elementary School	24023 Fairview Rd	Cape Charles	VA	23310
NCPS Bus Garage	5451 Willow Oak Road	Eastville	VA	23347
Northampton High & Middle Schools	16041 Courthouse Rd	Eastville	VA	23347
Occohannock Elementary School	4208 Seaside Rd	Exmore	VA	23350

Additionally, if NCPS opens a new location, the final agreement must include a provision permitting that entity to be added at the existing MRC rate for the duration of the contract, with NCPS paying for any one-time charges associated with adding the new site to the network. Any additional sites added to the agreement will be co-terminus with the main agreement.

III. Service Level Agreement

The services included in this solicitation are critical to our organizations ability to meet its goals and objectives. As such, respondents are expected to explain their proposed service level agreement as well as its process for identifying and resolving service issues.

1. **Vendors shall provide a proposed Service Level Agreement (SLA)** with their response addressing the following services and how each is measured.
 - a. Network availability
 - b. Frame/packet loss commitment
 - c. Network latency commitment
 - d. Network jitter commitment
 - e. Outage response time commitment
 - f. Restoration of service time commitment
2. **Network operations center:** Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. **Trouble reporting and response:** Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. **Escalation:** If service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. **Resolution:** The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. **Trouble reporting, escalation, and resolution:** A detailed trouble reporting, escalation and resolution plan will be provided to NCPS.
7. **Measurement:** Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
8. **Reports:** Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. **Link performance per segment:** The service will maintain the proposed link performance throughout the term of the contract.
10. **Historical uptime:** Provide aggregate uptime statistics for your proposed service in the geographic area encompassing NCPS.

IV. RFP Requirements

1. Responsiveness

- a. An attempt has been made to standardize the language used in this solicitation. The words “must”, “shall”, “mandatory” and “required” are used in connection with a mandatory specification that NCPS expects will be present in the proposed solution. Proposals not meeting the mandatory specifications will be disqualified. The words “should” and “may” are used in connection with a specification that is desirable.

2. Questions

- a. All communication with NCPS regarding this solicitation, including questions or comments, must be submitted via email to the contact(s) listed on the RFP cover sheet no later than the stated deadline. The subject line must include the RFP and/or Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other NCPS representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation.
- b. If applicable, answers will be posted via addendum to the E-Rate Productivity Center (EPC) within five (5) business days of the question deadline. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or 470 RFP attachments, including any addenda.
- c. NCPS reserves the right to ask clarifying questions of vendors upon review of proposals.

3. Pre-Proposal Meeting or Walk-Through

- a. For this RFP, a pre-proposal meeting or walk-through is:
☐ Required ☐ Optional ☒ Not Offered

4. Description of Proposal

- a. Respondent will provide a description of their proposal for all services and solutions.
- b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail NCPS may find useful or necessary (or could differentiate the solution from a competing proposal).

5. Timeline

- a. For each response, respondents must include a timeline for bringing service online.
- b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
- c. For solutions requiring special construction, a schedule of bringing the service online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

6. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point at address specified in the Service Locations table.
- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Contract must terminate service at an MDF to be designated by NCPS.
- c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

7. Network Diagram

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- b. Diagrams must show if the circuit is routed through any aggregation hubs, equipment, or third-party facilities between NCPS site and point of presence.

8. References

- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12 in the entity's state) with projects equivalent to the size of NCPS.

9. E-Rate Compliance

- a. Respondents must comply with E-rate program rules.
- b. If the respondent does not have an FCC 498 number or is on FCC red light status, they may be disqualified.
- c. Lowest Corresponding Price - As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- d. Prohibited Equipment - By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products are in compliance with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.
- e. Offerors must provide monthly SPI discount invoicing.

10. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide NCPS with any information being requested as part of PIA review.
- b. Vendors may assist filing entities with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

- c. For all responses that include special construction, the respondent agrees to, by submitting its proposal, produce all construction labor, construction materials and other cost information requested during PIA review.

11. Costs

- a. Proposals must include all costs associated with providing service, including but not limited to:
 - i. all monthly service fees
 - ii. managed router/modem lease fees
 - iii. one-time construction, installation, and/or connection charges
 - iv. estimated taxes, fees, and/or surcharges
- b. No increased pricing will be allowed during the quoted term of special construction, MRC, or NRC. Prices may be decreased based on market conditions.
- c. Offers must clearly separate E-rate eligible and ineligible costs.
- d. Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract and/or renewal periods. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

12. Special Construction

- a. In E-rate terminology, special construction refers to the upfront, non-recurring costs for the deployment of new or upgraded facilities.
- b. If special construction is required, please provide installment plan for up to three (3) years for the district's non-discount share in either annual or monthly payments.
- c. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- d. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
- e. If no new or upgraded facilities are being deployed, then any installation costs are considered standard non-recurring costs (NRC). Network electronics required to make the service functional are not considered special construction.
- f. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to NCPS in accordance with FCC rules and orders.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, NCPS will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

13. Contracts

- a. Offers of month-to-month or contracted services will be considered.
- b. Service providers submitting proposals for contracted service are requested to provide the term length(s) requested in the Section I: Service Specifications.
- c. Contracts should include an option for annual voluntary renewals for up to five (5) additional years, when agreed to in writing by both parties.
- d. Offers requiring term lengths that exceed the maximum term requested in Section I: Service Specifications may be disqualified.
- e. NCPS reserves the right to slightly modify the contract period if necessary so that the Initial term or renewal period is coterminous with an E-rate Fund Year or an extended service delivery date pursuant to a "service delivery deadline."
- f. Any resulting contract shall incorporate the terms and conditions of this RFP, including all written and properly executed modifications, amendments and change orders after execution of an agreement.

14. Modifications

- a. All contracts must allow for bandwidth increases and/or decreases throughout the term of the contract; changes in bandwidth during the initial term and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements, and thus do not extend the term of the contract.
- b. All contracts should include a provision permitting early termination or transfer of circuits, with no penalty, should a location be closed by NCPS.
- c. All contracts must include a provision permitting additional NCPS sites be added at the existing MRC rate for the duration of the contract (including renewal periods), with NCPS paying for any one-time charges associated with adding the new site to the network.

15. Use of Brand Names

- a. The name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired.
- b. Offerors are responsible for clearly and specifically defining the products offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable NCPS to determine if the product offered meets the requirements of the solicitation.

16. Product Demonstrations

- a. Offerors proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

17. Required Notice to Proceed and Funding Availability

- a. NCPS will follow the purchasing policies of the NCPS Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on NCPS's issuance of a written Notice to Proceed.
- c. E-rate funding notification alone will not signify Notice to Proceed. NCPS will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

18. Proposal Acceptance

- a. NCPS reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.

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V. Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Vendors are encouraged to provide details in their proposals that address the following criteria.

Criteria	Weight
Eligible Costs: E-rate eligible recurring and one-time costs	35%
Technical Merit: Ability to support requirements of this RFP	15%
Proposal Response: Completeness of proposal submission	10%
Terms and Conditions: Vendor's proposed contract terms and conditions	10%
Prior Experience: NCPS' previous experience with vendor	10%
References: Vendor's previous experience with similar sized/situated school districts	10%
Responsiveness: Proximity of vendor offices/staff; local vendor representation	10%

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the factors involved in the Request for Proposal. If needed, negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but will not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Board shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should NCPS 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.

VI. Submittal Instructions

1. Submission and Receipt of Proposals

- a. Submittals, in one (1) original, (1) electronic copy via USB Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment A) and 3 copies, will be received until, but no later than the date and time specified on the cover sheet, at:

Northampton County Public Schools
ATTN: Austin Ward, RFP #2024-001
7207 Young Street
Machipongo, VA 23405

- b. **The outside of the envelope must be marked with “RFP #2024-001.”**
- c. It is the sole responsibility of the offerors for ensuring that their proposals are received by NCPS by the deadline. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes NCPS from requesting additional information at any time during the procurement process.
- d. In the event NCPS offices are not operating under normal staffing levels or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
- e. If you are an individual with a disability and require a reasonable accommodation, please notify the Question contact(s) on the RFP cover page at least three working days prior to need.
- f. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- g. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
- h. Any proposal submitted **MUST** include a completed Pricing Schedule, Attachment F. All proposals submitted without such will not be considered.
- i. Proposals shall not be accepted via fax or email.

2. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

- a. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
- b. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for NCPS.
- c. NCPS encourages proposals that provide innovative alternatives to addressing the existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. NCPS is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section VI.1.a. Notwithstanding the preceding sentence, NCPS may, in its sole discretion, consider and/or negotiate such submissions.

3. Detailed Submittal Format

- a. Introduction letter, signed cover sheet and addenda acknowledgement, if applicable.
- b. Completed Attachments – all are required elements of this procurement.
 - i. Attachment A – Proprietary/Confidential Information Identification, if applicable
 - ii. Attachment B – Exceptions to RFP, if applicable
 - iii. Attachment C – Offeror Reference Sheet – All offerors should include a list of a minimum of 3 references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. NCPS reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of NCPS.
 - iv. Attachment D – Virginia State Corporation Commission (SCC) Registration Information
 - v. Attachment E – Certification of Compliance
 - vi. Attachment F – Pricing Schedule
- c. E-rate Eligibility – Provide current documentation to confirm vendor has active Form 498 SPIN and FCC Green Light Status.
- d. Executive Summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the NCPS contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. A detailed description of the services to be provided (including SLA) which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.

- g. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting NCPS's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, administrative and technical staff locations, and number of years in business.

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VII. General Terms and Conditions

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by NCPS, unless otherwise specified in such solicitation or contract. The term "NCPS" as used herein refers to the contracting entity, which is the signatory on the contract, the Northampton County Public Schools School Board. The bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State, and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Superintendent has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for NCPS. In the discharge of these responsibilities, the Superintendent may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Superintendent, no other NCPS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate NCPS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and NCPS shall not be bound thereby.

CONDITIONS OF BIDDING/OFFERING

2. **OPEN PRICING RECORDS:** The classification of line-item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the NCPS website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3. b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract because of this solicitation, NCPS will publicly post such notice on the school's web site, <http://NCPS.k12.va.us> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror shall email the contacts listed on the face of the solicitation no later than the due date listed on the RFP cover page. Any revisions to the solicitation will be made only by a written addendum issued by the Superintendent.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/ Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or NCPS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
8. **INCLEMENT WEATHER:** Due to inclement weather conditions, NCPS may elect to close schools and administration offices. The following is an explanation of the policy:

All NCPS schools are closed. Administration offices are open.

All NCPS schools are closed. Administration offices are closed.

- 8.1 In the event of a delay in school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 In the event that NCPS closes, and administration offices are opened, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 8.3 In the event NCPS closes, and administration offices are closed, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the NCPS experiences a normal opening, a delayed opening, or a school closing on a at the time previously scheduled. No exceptions will be made in this matter.

9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the NCPS by the designated date and hour. The official time used in the receipt of bids/proposals is the time in the NCPS Administrative Office. Bids/proposals received after the date and hour designated are non-responsive, automatically disqualified and will not be considered. NCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offoror to ensure that his/her bid/proposal reaches the NCPS Administrative Office by the designated date and hour.
10. **MANDATORY USE OF NCPS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official NCPS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Superintendent reserves the right to decide on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, NCPS may, in its sole discretion, request that the Bidder/Offoror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
11. **OFFICIAL NOT TO BENEFIT:**
- 11.1 **Each Bidder/Offoror certifies by signing a bid/proposal that to the best of his/her knowledge no NCPS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract.** If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
- 11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, NCPS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- 11.3 In the event the Bidder/Offoror has knowledge of benefits as outlined above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offoror shall address the disclosure of such facts to: Superintendent, Northampton County Public Schools, 7207 Young Street, Machipongo, VA 23405. The Invitation for Bid/Request for Proposal number shall be referenced in the disclosure.
12. **PRECEDENCE OF TERMS:** NCPS intends for the Contract Documents to be consistent, and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
13. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offoror to perform the work/furnish the item(s) and the Bidder/Offoror shall furnish to NCPS all such information and data for this purpose as may be requested. NCPS reserves the right to inspect Bidder's/Offoror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offoror's capabilities. NCPS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offoror fails to satisfy NCPS that such Bidder/Offoror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
14. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the NCPS Superintendent shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms, or corporations. If there are more than one such tie bid, then the NCPS Superintendent may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the NCPS Superintendent may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of NCPS to make an award to one or more such bidders shall be final.
15. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure and shall submit original work papers with such notice.

SPECIFICATIONS

16. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of NCPS in writing, by the date and time listed on the RFP cover sheet. No inquiries, if received by NCPS after time will be given any consideration. Any material interpretation of a specification, as determined by NCPS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 5 business days after the inquiry deadline. Oral answers will not be authoritative.
17. **TESTING AND INSPECTION:** NCPS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.
18. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which NCPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to indicate the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable NCPS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

CONTRACT PROVISIONS

19. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to NCPS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 19.1 and 19.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 19.1 The Contractor will 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 19.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 19.3 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.
 - 19.4 The Contractor will include the provisions of 19.1, 19.2 and 19.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
20. **ANTI-TRUST:** By entering a contract, the Contractor conveys, sells, assigns, and transfers to NCPS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NCPS under said contract.
 21. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Northampton County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state, and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
 22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned by the Contractor in whole or in part without the written consent of NCPS.
 23. **CHANGES TO THE CONTRACT:** NCPS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include but are not limited to things such as the inclusion of additional locations and bandwidth level increases or decreases. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 24. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise.
 25. **COOPERATIVE PURCHASING:** NCPS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase

efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

25.1 It is the Contractor's responsibility to notify the public body(s) of the availability of the contract.

25.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

25.3 NCPS shall not be held liable for any costs or damage incurred by another jurisdiction because of any award extended to that jurisdiction or political subdivision by the awardee.

26. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

26.1 Provide a drug-free workplace for the Contractor's employees.

26.2 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

26.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

26.4 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 subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, 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.

27. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to NCPS before final payment on the contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

29. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless NCPS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against NCPS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against NCPS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend NCPS as herein provided.

30. **MODIFICATION OF CONTRACT:** NCPS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Superintendent:

The written modification shall stipulate the mutually agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as NCPS may direct, a correct account of the cost of the change together with all vouchers, therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by NCPS and the Contractor.

31. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination based on religious character as provided below.

31.1 Faith-based organizations may enter contracts with NCPS on the same basis as any other nongovernmental source may

do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

- 31.2 NCPS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of NCPS will not be spent for religious worship, instruction, or proselytizing.
 - 31.3 Any faith-based organization awarded a contract by NCPS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by NCPS.
 - 31.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
 - 31.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, NCPS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
 - 31.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you based on religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request an assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
32. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such a price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify NCPS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by NCPS.
33. **SMALL, WOMEN-owned, AND MINORITY-owned BUSINESS ENTERPRISES:** It is NCPS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that SWAM Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
34. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, NCPS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which NCPS may have. Specifically:
- 34.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, NCPS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of NCPS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - 34.2 Notwithstanding the above, the Contractor shall not be relieved of the liability to NCPS for damages sustained by NCPS by virtue of any breach of contract by the Contractor. NCPS may withhold any payments to the Contractor for the purpose of set off until such time as the exact number of damages due to NCPS from the Contractor is determined.
35. **TERMINATION FOR CONVENIENCE:** NCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Superintendent determines that such a termination is in the best interest of NCPS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

36. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 36.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
 - 36.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except if NCPS decides not to accept any of the bids and to resolicit. Otherwise, bid records shall be open to public inspection only after the award of the contract.
 - 36.3 Bids and proposal records shall be open to the public only after award.
 - 36.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event NCPS decides not to accept any of the proposals and to resolicit.
 - 36.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.
 - 36.6 Nothing contained in this section shall be construed to require NCPS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to NCPS.

DELIVERY/PAYMENT PROVISIONS

37. **POINT OF DESTINATION:** All materials shipped to NCPS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
38. **INVOICES:** Invoices for goods and/or services ordered, delivered, and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
39. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
40. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be the cause for declaring the Contractor in default.
41. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
42. **PAYMENT TO SUBCONTRACTORS:**
- 42.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
 - 42.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from NCPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 42.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
 - 42.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from NCPS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of NCPS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
 - 42.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NCPS or any participating jurisdiction.
43. **TAX EXEMPTION:** NCPS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by NCPS. NCPS Federal Excise Tax Exemption number is: 54-6001525. A copy of the NCPS Sales and Use Tax Certificate can be requested.
44. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual

weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

45. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, NCPS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after the date of award.
46. **AWARD OR REJECTION OF BIDS/OFFERS:** The Superintendent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of NCPS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to NCPS taking into consideration the evaluation factors set forth in the RFP. The Superintendent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of NCPS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of NCPS. The Superintendent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
 - b. Whether the bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 - g. The quality, availability and adaptability of the goods or services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
 - i. The number and scope of the conditions attached to the bid.
 - j. Whether the bidder is in arrears to NCPS on debt or contract or is a defaulter on surety to NCPS or whether the bidder's NCPS taxes or assessments are delinquent; and
 - k. Such other information as may be secured by NCPS Superintendent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the NCPS Superintendent shall notify that bidder and shall have recorded the reasons in the contract file.
47. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief because of a contract with NCPS which is not disposed of by agreement shall be declared by the Superintendent, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Superintendent shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim 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. Pending claims shall not delay payment of amounts agreed due in the final payment.
48. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by NCPS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by NCPS, shall constitute grounds for NCPS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse NCPS, within a reasonable time specified by NCPS, for any expense incurred more than contract prices, or, in NCPS's sole discretion, NCPS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, NCPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by NCPS.
49. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
50. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to NCPS, or an official designated by NCPS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

- 50.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Superintendent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that the award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by NCPS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of NCPS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 50.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 50.3 An award need not be delayed for the period allowed a Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

51. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after the date of notification, NCPS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

52. **DEBARMENT AND SUSPENSION CERTIFICATION:** The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to this solicitation, the Vendor is certifying they are in "Good Standing".

53. **BYRD ANTI-LOBBYING:** The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.

54. **NO CRIMES AGAINST CHILDREN:** Contractor acknowledges that the implementation of the Contract Documents requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with Northampton County Public School students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school sponsored activities have been convicted of a violent felony set forth in the definition of barrier crime in subsection A of 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Contractor understands that pursuant to Code of Virginia 22.1-296.1 making a materially false statement regarding offense which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Northampton County Public Schools shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

The Contractor shall execute and deliver upon execution of the Contract Document the Certification No Crimes Against Children Attached hereto as Attachment E.

55. **TOBACCO and TOBACCO PRODUCTS:** Northampton County School Board has designated all its buildings and grounds tobacco free areas. Smoking or use of tobacco products is always forbidden.

ATTACHMENT A

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

- ☐ Check here, if no proprietary/confidential information is contained in your submission. Things to consider, include but not limited to personal identifying information (such as full name, address, driver's license, email address), bank account information, financial records, etc.)

Signature: _____

Title: _____

RFP Number _____

Section/Title	Page Number(s)	Reason(s) for Withholding from Disclosure

ATTACHMENT B

EXCEPTIONS TO RFP # _____

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the RFP, including all musts, shalls, and shoulds, terms and conditions, and any amendments as issued without exception.

[illegible]

ATTACHMENT C

OFFEROR REFERENCE SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal response nonresponsive.

Offeror's Primary Contact:

Name: _____ Phone: _____

Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

_____ Years _____ Months

Offeror Information:

eVA Vendor ID or DUNS Number: _____

Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

1. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	
2. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	
3. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

ATTACHMENT D

Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

☐ a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the School Board reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT E

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Company Name

Purchase Order/Contract/Solicitation #

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date