



October 5, 2021

**NOTICE OF INTENT TO AWARD**

**RFP #002-0-2022GS**

**Therapeutic Day Treatment Services**

To All Offerors:

Please be advised that NNPS has completed the evaluation of proposals for Therapeutic Day Treatment Services under Request for Proposal (RFP) #002-0-2022GS. Intercept Health was determined to be the most fully qualified and suitable provider for NNPS. It is the intention of NNPS to award a contract to Intercept Health, effective October 18, 2021.

On behalf of Newport News Public Schools (NNPS), I would like to thank you for your interest in providing Therapeutic Day Treatment Services and your participation in the RFP process.

Sincerely,

*Glenn Schofield*

Glenn Schofield, C.P.M.  
Director of Procurement  
Newport News Public Schools



# REQUEST FOR PROPOSALS

**Newport News Public Schools**  
ISSUING OFFICE:

**DATE: July 28, 2021**

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

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

**SEALED PROPOSALS** will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

**COMMODITY: Mental Health Services**

**NIGP CODE: 952**

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

**THIS IS NOT AN ORDER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>RFP ITEM NO.</b> 002-0-2022/GS
<b>PROCUREMENT OFFICER</b>  Glenn Schofield, C.P.M.
<b>CLOSING DATE</b>  August 19, 2021
<b>CLOSING TIME</b> 10:00 A.M.
<b>PRE-PROPOSAL CONFERENCE</b> N/A

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

**NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

DESCRIPTION OF GOODS/SERVICES

**THERAPEUTIC DAY TREATMENT SERVICES (TDTS)**

(For special education and general education students)

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#
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**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 THERE FROM, 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 SUCCESSFUL OFFEROR OR VENDOR.

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

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

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

**Name and Address of OFFEROR:** \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Federal Tax Identification Number/Social Security Number:** \_\_\_\_\_

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

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified offerors for award of a Professional Services contract to provide Newport News Public Schools (NNPS) with therapeutic day treatment services, as described in this contract, for special education and general education students.

## **II. BACKGROUND**

Based on the Commonwealth of Virginia Department of Education's (DOE) 2019-2020 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 28,655 students. NNPS is an urban school system educating children in 5 early childhood centers, 24 elementary schools, 7 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS facilities and its locations may be accessed via NNPS' official web site at <http://sbo.nn.k12.va.us/schools> . NNPS employees approximately 5000 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

The Therapeutic Day Treatment Services (TDTS) for Children and Adolescents is designed to enable NNPS students with special educational and / or behavioral needs to achieve and maintain productive functioning in community-based settings and prevent the need for more restrictive levels of care for these students. The objective of these services, along with a well-integrated plan of care, is to return eligible NNPS students to a regular and/or special education setting or maintain them in these settings within the public school system.

TDTS should be developed as individualized plans to address the unique needs of the NNPS student and his / her family, including the most appropriate educational setting for the child. With TDTS, an array of psychotherapeutic interventions must be offered to address and support the various types and levels of student needs that may become apparent during therapy. Interventions are child-centered and family-focused, with the needs of the child, family and school driving the provision of individualized services. Children and adolescents receiving TDTS typically have mental, behavioral or emotional weaknesses that cause negative impacts on a major life activity of the child. TDTS should be administered to minimize these impacts and enable the child to more independently manage his / her life activities in a productive manner. NNPS will be cooperative with the provisioning of these services.

It is NNPS' intent to begin delivery of the TDTS at the commencement of the upcoming school year.

## **III. SCOPE OF WORK**

### **A. General Requirements:**

Successful Offeror will provide students experiencing difficulty in more than one life domain intervention by an experienced mental health professional to prevent a higher level of care in the home, school and/or community. Successful Offeror will furnish the eligible student opportunities in the educational setting to learn and use daily living skills and to enhance social and interpersonal skills such as problem-solving, empathy, anger management, community responsibility, impulse control, and appropriate peer relations with minimal loss of instructional time and/or disruption to the learning environment.

### **B. Specific Requirements:**

#### **1. Assessment and Planning:**

- a. The Successful Offeror will be expected to access identified students' needs and develop an individualized service plan (ISP) in consultation with designated NNPS staff. NNPS expects that this will include clinical supervision and support to the school-based service provider to include utilizing a diagnostic assessment tool and other evidenced based data, which demonstrates the need for the service and will assist as needed with the development of an ISP based on the assessment of strengths and needs.
- b. NNPS will also expect the Successful Offeror, based on diagnostic evidence, to develop an individual family service plan (IFSP) and to be responsible for the delivery of such services to include the individual, group and or family therapy as outlined by the IFSP.

**2. Intervention:**

- a. NNPS will expect the Successful Offeror to collaborate with NNPS personnel on site to minimize the loss of instructional time and disruption of the educational environment in the implementation of the ISP/IFSP.
- b. The Successful Offeror will be expected to provide intervention according to the ISP. Services may include but are not limited to one to one services with an individual student as deemed clinically appropriate and identified within the ISP; guidance and redirection for an individual student or group of students to ensure optimal classroom learning experiences; and/or ongoing assessment, activities to assist the student in achievement of ISP goals and objectives.
- c. The Successful Offeror will be expected to provide ongoing support services to the teacher and other educational staff within the school. These support services may include teacher and staff development activities, parent and PTA presentations, other presentations and workshops designed to strengthen the individual, school and community as a whole.

**3. Supervision and Evaluation:**

- a. The Successful Offeror will be expected to provide clinical supervision to the school-based worker to monitor the appropriateness, the implementation and the efficacy of the ISP or IFSP.
- b. The Successful Offeror will be expected to collaborate with designated NNPS staff to establish program outcome goals, measurable performance indicators, timeline for measurement and the scope and format of the final program evaluation to be provided.
- c. The Successful Offeror will be required to furnish the final program evaluation in an appropriate format and according to an established schedule.
- d. The Successful Offeror will provide upon request from NNPS, verification of scheduled appointments, treatments and intervention.

**4. Protocols and Policies:**

- a. The Offeror is to detail the following in its proposal submittal:
  - 1) Method of establishing Medicaid eligibility
  - 2) Method for obtaining parental consent.
  - 3) Method for maintaining consent forms and other client information.
  - 4) Method for maintaining confidentiality.
  - 5) Method for compliance with the Health Insurance Portability and Accountability Act (HIPPA).
  - 6) Method for obtaining and maintaining adequate licensure/endorsement of employees for specified services as assigned.
  - 7) Human Resource policies regarding screening and background checks that meet NNPS standards for working with/around students
  - 8) Include samples of any proposed forms, procedural guidelines, manuals, etc. proposed for implementing the above methods/policies
  - 9) Performance data and associated reports.

**5. Payment and Billing:**

- a. The Successful Offeror will be expected to invoice for service and receive payment through Medicaid or other 3<sup>rd</sup> party billing.
- b. NNPS will not be held responsible for payment or billing issues related to the Successful Offeror's services, billing, payments, or billing/payment disputes.
- c. NNPS will incur no cost for TDTS provided by the Successful Offeror.

**6. Innovation:**

- a. NNPS encourages Offeror to submit innovative solutions in providing TDTS.
- b. NNPS encourages Offeror to submit alternative solutions that achieve the desired outcome.
- c. The Successful Offeror will be expected to regularly communicate to NNPS any recent findings, studies or new protocols', which might positively impact students participating in the TDTS program.
- d. The Offeror is to present in its proposal submittal any trial programs designed by incumbent that has the potential to improve the quality of the school environment for evaluation by NNPS.

#### IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

**A. Definitions:**

Issuing Office:

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

Glenn Schofield, C.P.M., Director of Procurement/School Board Purchasing Agent  
Newport News Public Schools Purchasing Department  
12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 591-4525  
Fax: (757) 591-4593  
Email: [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@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:

Linda B. Askew, L.C.S.W., Supervisor, Student Support  
12465 Warwick Boulevard  
Newport News, VA 23606  
Phone: (757) 283-7850, ext. 10406  
Email: [linda.askew@nn.k12.va.us](mailto:linda.askew@nn.k12.va.us)

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

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

**C. Pre-Proposal Conference:**

N/A

**D. Offerors of Record:**

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

**E. Questions:**

Offerors must submit questions regarding the Request for Proposal in writing to [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us) no later than **1:00 P.M., August 4, 2021**. 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 [www.eVA.virginia.gov](http://www.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.

**F. 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.

**G. 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 Request for Proposal. Proposals received after the specified date and time (time stamped 10:01 A.M. or later will not be considered and will be returned to the Offeror unopened.



#### H. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this Request for Proposal, which will contain:
    - 1) Original signature of an agent authorized to bind the company;
    - 2) Requested contact information;
    - 3) Company FEI/TIN number; and,
    - 4) Acknowledgment of any addenda on page one (1);
  - b. Completed and signed anti-collusion/nondiscrimination clauses on page 2;
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
  - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the Request for Proposal's item number, RFP number, date and time of the RFP closing, and the Offeror's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
  - b. Submit an original copy and five (5) other copies of the proposal, plus one (1) electronic copy on an USB Flash Drive
  - c. Proposals must include all elements noted in the "Preparation of Proposals" section below.
  - d. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.
  - e. Proposals are to be organized in the following tabs:
    - Tab 1 – Services to be provided
    - Tab 2 – Experience
    - Tab 3 – Capabilities and Skills
    - Tab 4 – Data collections and performance assessment methods

#### I. Evaluation of Proposals:

1. After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The following criteria will be used in the evaluation process:
  - a. **Services to be Provided** by the Offeror **(25%)**;
  - b. Offeror's **Experience** in providing the services requested **(25%)**;
  - c. Offeror's **Capability and Skills** to perform the services required **(25%)**;
  - d. Offeror's **Data Collections and Performance Assessment Methods** **(25%)**;
3. Exceptions/Alternatives will also be considered.
4. Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, NNPS will select one or more Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

#### J. 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 a NNPS site at a date and time mutually agreed to, or done via a "ZOOM" format meeting between NNPS and Offeror and will be done at the Offeror's expense.

#### K. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the *Specific Requirements*, the *Preparation Guidelines*, and the *Proposal Submittal Requirements* as outlined in this RFP.

To facilitate the NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. **Experience** – Provide a concise description of all work experiences as they relate to the scope of work outlined herein. Said description should include, but not be limited to:
  - a. Offeror's established experience record in providing comparable services to organizations similar to NNPS.
  - b. Number and types of customers the Offeror has served with comparable services.
  - c. Number of years Offeror has been providing these types of services.
  - d. A **minimum** of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's. For each reference, detail:
    - Name of firm;
    - Address of firm;
    - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
    - Number of years Offeror has served the firm; and
    - Brief summary of scope of services provided.
  - e. Information detailing projects of similar scope Offeror is currently engaged in, including:
    - Name of firm;
    - Address of firm;
    - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
    - Number of years Offeror has served the firm; and
    - Brief summary of scope of services being provided.
  - f. Other available documentation to verify Offeror's experience.
  - g. A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
2. **Capability and Skills** - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
  - a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
  - b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
  - c. Size and location of the office that will serve the NNPS;
  - d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
  - e. Qualifications and resumes of the design team and other employees who will be managing and performing the services under this contract. Projects of individual team members may be submitted.
  - f. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
    - Contact for prompt contract administration upon award of the contract;
    - Contact during the period of evaluation;
    - Authorized agent to accept any notices provided for in this contract.
  - g. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
  - h. A detailed history of all mergers or acquisitions.
  - i. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
  - j. A detailed list of contractor licenses held, including license class and number.
  - k. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. Include any financial ratings held by the firm.
  - l. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.
3. **Services to be Provided** - Provide a detailed description of the services to be provided under this contract. Said description is to address, at a minimum:
  - a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
  - b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.

- c. **EACH** of the *Specific Requirements* set forth under the *Scope of Work* specified in this RFP.
  - d. A detail of any assistance, equipment, or other items the Offeror will require the NNPS to furnish under this contract.
  - e. A statement explaining why the Offeror’s proposed solution would be the most advantageous to the NNPS.
  - f. Describe the one attribute that places the Offeror ahead of the competition.
4. **Data Collection and Performance Assessment Methods** – Provide a detailed data report of service provision the first of every month. The data report shall include but not limited to the following:
- 1. Student Name
  - 2. Student DOB
  - 3. Student School Location
  - 4. Student Grade Level
  - 5. Special Education Classification (if applicable)
  - 6. Service Start Date
  - 7. Service End Date
  - 8. Staff Name Providing Services
  - 9. Status of Services (i.e. Active; Pending; Discharged)

**L. 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 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 electronic/facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:  
To NNPS: NNPS Contract Administrator as designated in this RFP.  
To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.
2. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**O. Non-Performance:**

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

**P. Termination Without Cause:**

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this

Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

**Q. Termination with Cause/Breach:**

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

**R. Breach of Contract:**

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

**S. Applicable Law:**

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

**T. Compliance with All Laws:**

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

**U. Venue:**

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

**V. Severability:**

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

**W. Non-Appropriation of Funds:**

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify

the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

**X. Tax Exemption:**

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

**Y. Vendor's Invoices:**

Successful Offeror shall submit to 3<sup>rd</sup> party billing designee 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. Payment Terms:**

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by 3<sup>rd</sup> party billing designee. Payment times, terms and invoicing is at the discretion of the 3<sup>rd</sup> party billing designee and their applicable policies and procedures'. NNPS shall not assume any liability for non-payment, invoicing disputes or payment terms. At the sole discretion of NNPS, assistance for billing, payment or invoicing related issues may be rendered. All eligible rebates, commission or incentive funds earned by NNPS shall be remunerated within thirty (30) days. Offeror shall not reduce, delay or discontinue services to NNPS in the event of a billing, invoicing or payment term dispute with a 3<sup>rd</sup> party billing designee.

**BB. 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.

**CC. 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.

**DD. Award:**

NNPS intends to award a contract to multiple fully qualified Offerors 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.

**EE. 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.

**FF. Exclusivity:**

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:
- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

**VI. SPECIAL TERMS AND CONDITIONS**

**A. Contract Term:**

This contract term shall be for one (1) year, commencing on or about September 08, 2021 and expiring on or about September 07, 2022

**B. Contract Extension:**

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

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

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

**D. Insurance:**

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-3041, 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 not 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.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$3,000,000
Professional Liability (to include Errors and Omissions)	\$3,000,000 Aggregate

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

**E. Unauthorized Disclosure of Information:**

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

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

**F. Copyright/Patent Indemnity:**

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

**G. Professional Standards:**

Successful Offeror shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all findings; recommendations; reports and information furnished under this contract.

Unless otherwise agreed to by express written statement in this contract, NNPS' review and acceptance of contractor findings, recommendations, reports, and information shall in no way or manner relieve or lessen contractor's responsibility under the contract for the professional quality, technical accuracy, and completeness of such information provided.

Contractor represents and warrants to NNPS that it is experienced in and thoroughly familiar with all aspects of the Scope of Work and is properly qualified as applicable and is equipped, organized and financially able to perform the Scope of Work, herein.

**H. Using Entities/Regional Contracts**

The following entities are hereby named as potential participants in this solicitation:

- Public Schools of Virginia Beach, VA
- Public Schools of Chesapeake, VA

- Public Schools of Norfolk, VA
- Public Schools of Portsmouth, VA
- Public Schools of Suffolk, VA
- Public Schools of Hampton, VA
- Public Schools of York County, VA
- Public Schools of Gloucester, VA
- Public Schools of Poquoson, VA
- Public Schools of James City County and Williamsburg, VA

In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Offeror or Offerors, incorporating all terms and conditions set forth in this RFP process including negotiations and Best and Final Offers.