



December 14, 2021

**NOTICE OF INTENT TO AWARD**

**RFP #005-0-2022GS**

**Program Evaluation – Consultant Services**

To All Offerors:

Please be advised that NNPS has completed the evaluation of proposals for Program Evaluation – Consultant Services under Request for Proposal (RFP) #005-0-2022GS. Hanover Research was determined to be the most fully qualified and suitable provider for NNPS. It is the intention of NNPS to award a contract to Hanover Research, effective January 5, 2022.

On behalf of Newport News Public Schools (NNPS), I would like to thank you for your interest in providing Program Evaluation – Consultant 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:**

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

**DATE: September 15, 2021**

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: Development Services,  
 Program and Project**

**NIGP CODE: 961-56, 918-32**

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

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

**THIS IS NOT AN ORDER**

THE NEWPORT NEWS SCHOOL BOARD, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY 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.

**PROGRAM EVALUATION - CONSULTANT SERVICES**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_**

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.

<b>RFP ITEM NO. #005-0-2022GS</b>
<b>PROCUREMENT OFFICER Glenn Schofield, C.P.M.</b>
<b>CLOSING DATE: October 13, 2021</b>
<b>CLOSING TIME 10:00AM</b>
<b><u>PREPROPOSAL CONFERENCE</u></b>  N/A

**Authorized Agent**      \_\_\_\_\_  
 Signature                                                              Type or Print Name                                                              Email Address

**Company**                                                              \_\_\_\_\_  
 FEI/FIN#                                                              Phone Number                                                              FAX Number

**SPECIFIC LEGAL REQUIREMENTS**

**ANTI-COLLUSION:**

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

**DRUG-FREE WORKPLACE:**

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

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

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

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

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

**Name and Address of OFFEROR:** \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

State Corporation Commission Identification Number: \_\_\_\_\_

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

African American  Hispanic American  Native American  Asian American  Other

If other, please explain \_\_\_\_\_

Service Disabled Veteran?  Yes  No

Service Disabled Veteran Business?  Yes  No

Woman Owned?  Yes  No

Small Business?  Yes  No

Faith-Based Organization?  Yes  No

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## **I. PURPOSE**

The purpose of this RFP is to solicit sealed proposals for a Program Evaluation Consultant for Newport News Public Schools (NNPS). NNPS is only interested in consulting firms that have an established record working with PK-12 institutions and does not desire proposals that include onsite development of such solutions. NNPS Schools intends to retain a qualified firm (“Contractor” or “Offeror”) to provide this system for the Division.

This document establishes the anticipated services to be performed and outlines the requirements, as well as the evaluation and selection process. This document does not, however, guarantee a contract.

## **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.

## **III. REQUIREMENTS**

### **Program Evaluation**

1. Develop and implement a multiyear program evaluation to support Journey 2025
2. Conduct program evaluation activities and shall collect and analyze data in support of Journey 2025, equitable access, and program impact on student learning.
3. Technical assistance, conduct primary research, provide training and perform analysis
4. Evaluations will answer specific questions about program effectiveness and efficiency, explore reasons for differences between accomplishments and objectives, discuss lessons learned from experience, and promote management use of evaluation data and other results.
5. Logic Model Development
6. Refinement of Evaluation questions
7. Preparation of scoping memoranda to ensure the suitability of the evaluation in terms of its ability to produce rigorous, relevant, useful, ethical, and transparent results
8. Design of a methodology that maximizes use of multiple methods for triangulation
9. Collection and analysis of quantitative and qualitative data
10. Preparation of draft and final reports; preparation of fact sheets, management briefings, and memoranda for actionable recommendations

### **Program Evaluation Capacity Development**

1. Ability to diagnose NNPS’ current capacity to conduct program evaluations
2. Identification programs as outlined in the NNPS policy
3. Inform the development of a program evaluation schedule, rubric, calendar to span 5 years, and program evaluation framework
4. Provide tools, resources and support to division and school leaders to support program evaluations
5. Inform program evaluation goal development and timeline
6. On Demand access to research studies that support current educational trends for division leaders and program evaluators

### **Data Collection Services**

1. Data Collection plan to include method for data collection from various stakeholder, timeline/calendar, and proposed data for collection from each stakeholder group.
2. Stakeholder groups include students, parents/guardians, staff, and community partners.

3. Program baselining
4. Multi-lingual data collection for stakeholder groups
5. Implement both qualitative and quantitative methodologies for data collection and analysis including, but not limited to:
  - a. surveys
  - b. focus groups
  - c. interviews
  - d. needs assessments
  - e. observations
  - f. case study research
  - g. secondary data analysis
  - h. cost-benefit analysis
  - i. psychometric properties of instruments/tests

### **Data Analysis Services**

1. Analysis performed on the collected data, including the format in which the data will be presented to NNPS and how the Offeror will assist NNPS with interpretation of the data
2. Data reporting shall be available to NNPS at both the district and school level
3. Reports must support:
  - a. Conducting data informed decision-making conversations at the school and central level
  - b. Holistic review of data across the division
  - c. Comparing data with other school districts regionally and/or nationally
  - d. Comparison of program impact from year to year

### **Presentation of Findings**

1. Offeror must make themselves available to present findings to NNPS School Board and Division Leadership in person up to four times a year
2. Offeror should identify annual timeline for interim and final reports.
3. Data reporting shall be available to NNPS at both the district and school level.
4. Findings should include:
  - a. Providing evaluative reports for internal and external stakeholders
  - b. Review of data across the division
  - c. Comparing with other school districts regionally and/or nationally
  - d. Comparison between division and schools showing growth over time
  - e. Discreet view of data at the region, pyramid, and single school level
  - f. Division and school level reports to include findings and recommendations for improvement
  - g. Preliminary analysis report of quantitative and qualitative data collection
  - h. School Board reports and presentations including executive summary
5. Proposal must include methods of contact for technical support, as well as hours during which support is available.

### **Vendor Services**

1. Offeror must provide a dedicated project manager to oversee the program evaluation.
2. Project manager shall maintain timelines and milestones, manage and schedule data collection activities, provide weekly project updates, identify and mitigate potential risks, serve as a liaison with schools, and assist with directing troubleshooting questions from NNPS as needed.
4. Vendor must provide online knowledge base and/or professional development library to include tutorial documents and videos

### **Technical Support**

1. Any instruments for electronic data collection must be web-based, compatible with Internet Explorer and Google Chrome browsers, and must be mobile device responsive. Data collection instruments shall not require local device installation of any kind. Vendor must provide technical support to troubleshoot any web-based

- instruments used for data collection and/or reporting.
2. Evaluation results, data and recommendations must be produced in file formats conducive to inserting in Microsoft Office products, and well as Google Applications, for the purpose of presentation and sharing to internal and external NNPS stakeholders.

#### **IV. DELIVERABLES**

##### **Written Deliverables**

1. Project work plan (NNPS and vendor staff)
2. Project organization chart (NNPS and vendor staff)
3. Recommendations for NNPS roles and responsibilities
4. Recommendations for project structure and decision-making framework
5. Project communication plan
6. Project status reports
7. Risk and issue management plan
8. Architectural design
9. Deployment plan
10. Comprehensive training plan, materials, and curriculum
11. Complete end-user documentation, customized for NNPS
12. End-user support plan
13. Technical support plan

#### **V. SERVICE LEVEL AGREEMENT**

1. Vendor to be available between the hours of 7AM and 5PM (EST) by telephone, email, or web-based support
  - a. Vendor to provide same business day support during the hours defined above or next business day support for needs arising outside the hours defined above

#### **VI. SCOPE OF WORK**

##### **Scope of Services**

The vendor shall furnish all labor, materials, and services necessary to satisfy the requirements of NNPS set forth in their proposal. The vendor represents that it will perform all services in accordance with generally accepted professional standards and will provide NNPS with the best possible advice and consultation within the vendor's authority and capacity.

#### **VII. 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:



Newport News Public Schools  
Equity, Assessment & Strategic Operations  
Shameka N. Gerald, EdD.  
Director of Equity, Assessment and Strategic Operations  
12465 Warwick Boulevard  
Newport News, VA 23606-3041  
Phone: (757) 283-7879, X10319  
Email: [shameka.gerald@nn.k12.va.us](mailto:shameka.gerald@nn.k12.va.us)

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

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

**C. Offerors of Record**

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

**D. Questions**

Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office to [glenn.schofield@nn.k12.va.us](mailto:glenn.schofield@nn.k12.va.us) no later than 11:00 AM EST, on September 23, 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.

**E. Changes of Modifications**

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

**F. RFP Closing**

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 10:01AM or later) will not be considered and will be returned to the Offeror unopened.

**G. Proposal Submittal Requirements**

1. Each proposal submission shall be submitted to the Issuing Office and will 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 label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
- b) Offeror shall submit one (1) original, five (5) copies, and one (1) electronic copy (USB flash drive), which should be labeled with the Offerors name and the RFP number. At least one copy of the RFP shall contain the original signature of the contracting authority.

4. Proposals are to be organized in the following tabs:

**Tab 1 – Executive Summary**

The executive summary should summarize background on the firm and its specific accomplishments in the area of PK – 12 program evaluation. Offeror should provide examples of past PK –12 program evaluations, and program evaluation implementations, including a brief description of the project and its location.

**Tab 2 – References**

Include the School System Name, Point of Contact Name, Phone, Email, Address, Number of Students, Date of Contract Signing and Date of Initial Implementation Contract Completion, and description of services provided for each of the references listed.

**Tab 3 – Management Team (Offeror)**

Provide detailed resumes of personnel to be assigned to the NNPS project, including any pertinent certifications and years of experience in the development, implementation, and capacity development in program evaluation. Also provide:

- 1) Name, address, business and mobile telephone number, and email of Offeror's principal contact person regarding the Contract;
- 2) Resumes, credentials, years of experience and accomplishments related to program evaluation experience for each project team member. At a minimum, resumes should be provided for:
  - Project Manager
  - Technical Lead
  - Training Personnel

**Tab 4 – Technical Proposal**

Responses should be presented using the order and numbering scheme provided below.

***Part 1- Services and Features***

***Part 2- Project Approach and Implementation Schedule***

***Part 3- Training Approach***

***Part 4- Implementation Requirements***

***Part 5- Maintenance and Technical Support***

**Tab 5 – Price Proposal**

The Price Proposal should include:

1. Product Costs – Including non-recurring services, materials and equipment for the implementation of the PK – 12 program evaluation, recurring costs such as licensing of the Offeror's system, and any other licensing required to be contracted by NNPS.
2. Contracted and consulting services and expense costs.
3. Proposed progress billing due to project milestones being completed.
4. An overall total cost representing project completion.

**Tab 6 – Annual Reports, Financial Statements, and Certifications**

Upon request by NNPS, the Offeror will be required to submit a statement regarding the financial stability of Offeror, including the ability of Offeror to perform the requisite services and additional services included in its response. If requested by NNPS, Offeror will be required to submit the most recent audited

financial statement of the Offeror’s organization, and other financial data requested or required within 24 hours after request by NNPS, in an envelope labeled “Financial Statement and Data.” The Offeror must also supply a copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

**H. Evaluation of Proposals**

1. After the RFP closes, NNPS will select for further consideration one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors’ responses to the information requested in this RFP.
2. In assessing responses to the RFP, consideration will be given to several factors, including, but not limited to, the conformity of the responses to the specifications of the RFP, the competency and responsibility of Offerors, the ability of the Offerors to perform satisfactory service, and the dollar amounts of the proposals. Other elements included in this evaluation, which are not necessarily in rank order, are:
  - The scope of services offered and the ability to package services to best meet the needs of NNPS
  - The costs for the services that best meet the school system’s needs
  - The scope of experience of the company with school systems of similar size
  - Reference checks with prior customers
3. NNPS shall assess each response in accordance with the criteria weighted detailed below:

Criteria	Weight (%)
Pricing (Implementation and Annual Recurring)	25
Services and Features	25
Qualifications of the Firm	25
Qualifications of the Implementation Support Team Proposed	25

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

**I. Presentation / Demonstration**

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

**J. Cost of Responding**

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

## **VIII. GENERAL TERMS AND CONDITIONS**

### **A. Contract Document**

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

- This RFP document;
- Any negotiated changes to the foregoing documents; and
- 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 (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. 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.

## **M. Notices**

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals: To NNPS: NNPS Contract Administrator as designated in this RFP. To Contractor: Contractor's Contract Administrator as defined in Contractor's Proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

## **N. Non-Performance**

1. **Delivery Delays:** NNPS reserves the right to procure services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. **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 services from alternate sources.
  - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror
  - 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.

## **O. 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.

## **P. 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.

## **Q. Breach of Contract**

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

1. Fails to comply with any terms of this contract;
2. 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;

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

All notices under this contract shall be submitted, either by email, 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.

#### **R. 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.

#### **S. 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.

#### **T. 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.

#### **U. 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.

#### **V. 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.

#### **W. 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.

#### **X. Vendor's Invoices**

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall

not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

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

#### **Y. 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.

#### **Z. Warranty / Guarantee**

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

#### **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 NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.



### Special Educational or Promotional Discounts

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

### **BB. Prompt Payment**

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

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

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

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

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

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

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

### **CC. 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.

**DD. Notice of Award**

Will be publicly posted for inspection in the Newport News Public Schools (NNPS) Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia, the NNPS website and [www.eva.virginia.gov](http://www.eva.virginia.gov).

**EE. Award**

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

**FF. 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.

**GG. Exclusivity**

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

NNPS reserves the right to procure 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.

**IX. SPECIAL TERMS AND CONDITIONS**

**A. Contract Term**

This contract term shall be for duration of the project commencing on date of award.

**B. Contract Extension**

This contract may be extended upon mutual agreement of both parties for two (2) additional, one-year periods upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

**C. Time is of the Essence**

Time is of the essence in this Contract. 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 Blvd. Newport News, VA 23606, 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.

<b>Forms</b>	<b>Limits</b>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability	\$1,000,000 Combined Single Limit including Contractual Liability and Products and Completed Operations Coverage
Professional E&O Liability	\$2,000,000
Umbrella / Excess Liability	\$5,000,000

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. Certification Regarding Debarment**

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

\_\_\_\_\_

Name of Official

\_\_\_\_\_

Title

---

Firm or Corporation

---

Date

## G. Data Security Clauses

1. **Network Security.** Vendor agrees at all times to maintain network security that at a minimum includes network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own network.
2. **Application Security.** Vendor agrees at all times to provide, maintain and support its Software and subsequent updates, upgrades, and bug fixes such that the Software is, and remains secure from those vulnerabilities as described in:
  - a. The Open Web Application Security Project’s (OWASP) “Top Ten Project” - see <http://www.owasp.org>; or
  - b. The CWE/SANS Top 25 Programming Errors - see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>; or
  - c. Other generally recognized and comparable industry practices or standards.
3. **Data Security.** Vendor agrees to preserve the confidentiality, integrity and accessibility of NNPS data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.
4. **Data Storage.** Vendor agrees that any and all NNPS data will be stored, processed, and maintained solely on designated target servers and that no NNPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “6. Data Encryption”.
5. **Data Transmission.** Vendor agrees that any and all electronic transmission or exchange of system and application data with NNPS and/or any other parties expressly designated by NNPS shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with “7. Data Re-Use”.
6. **Data Encryption.** Vendor agrees to store all NNPS backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all NNPS data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.
7. **Data Re-Use.** Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News

Public Schools.

8. **End of Agreement Data Handling.** Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.
9. **Security Breach Notification.** Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to:
  - a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
  - b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
  - c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
10. **Right to Audit.** Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools’ sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.
11. **Industry Standards.** Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

Center for Internet Security -see <http://www.cisecurity.org>

Payment Card Industry/Data Security Standards (PCI/DSS) -see <http://www.pcisecuritystandards.org/>

National Institute for Standards and Technology -see <http://csrc.nist.gov>

Federal Information Security Management Act (FISMA) -see <http://csrc.nist.gov>

ISO/IEC 27000-series -see <http://www.iso27001security.com/>

Organization for the Advancement of Structured Information Standards (OASIS) -see <http://www.oasis-open.org/>

12. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which document verification of controls tested. Annual date determined to be thirty (30) days prior to the established contract renewal date.

## **H. 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.

## **I. Payment by Electronic Funds Transfer**

### **(a) Method of payment.**

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

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

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

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

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

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

### **(d) Suspension of payment.**

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

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

### **(e) Liability for uncompleted or erroneous transfers.**

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

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

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

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

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

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

transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

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

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757) 591- 7487, X10726

Kimberly Powell, Accounting Supervisor

[kimberly.powell1@nn.k12.va.us](mailto:kimberly.powell1@nn.k12.va.us)



September 30, 2021

**Addendum #1**

TO: ALL OFFERORS

RE: RFP #005-0-2022/GS – Program Evaluation Consultant Services

1. Responses to questions received are below:

- a) What is the timeline for evaluation services outlined? Would it be through the end of the strategic plan period? (2021-2025? 2026?)

**Response - *The evaluation period would be a three (3) year period***

- b) It seems like a large degree of planning went into the development of the Journey 2025 strategic plan. Did you work with an evaluation consultant previously to develop the measures listed in Journey 2025?

**Response - *The measures listed in Journey 2025 were developed by a team of internal and external stakeholders. NNPS did not work with an evaluation consultant in the development of Journey 2025***

- c) I'd like to better understand the scope of work for this proposal – it seems like the overall need is for logic modeling, planning of objectives/goals related to the Journey 2025 measures indicated, conducting evaluation of those measures, and providing a report and recommendations based on those outcomes. Is that an accurate summary?

**Response - *The summary provided above is accurate. In addition, NNPS is looking for an organization that can also provide capacity development for the department of Equity, Assessment, and Strategic Operations specifically to sustain program evaluation internally within 3 years.***

- d) Is there an anticipated budget or cap for this work to be completed?

**Response – *This is the first time NNPS has requested such services so there is no budget information available.***



- e) Does NNPS seek a formal needs assessment related to “NNPS’ current capacity to conduct program evaluations?

**Response – Yes, NNPS is seeking a formal needs assessment related to capacity to conduct program evaluations, recommendations to increase capacity, and capacity development support.**

- f) Under “Vendor Services” in the RFP (page 6), the RFP states the following: “Vendor must provide online knowledge base and/or professional development library to include tutorial documents and videos.” Does NNPS explicitly seek an online knowledge base and/or a professional development library created for the purposes of program evaluation capacity development related to Journey 2025, or does NNPS explicitly seek an *existing* online knowledge base and/or professional development library developed by the vendor based on previous work of the vendor?

**Response: NNPS is seeking an existing online knowledge base and/or professional development library developed by the vendor based on previous/current work of the vendor**

- g) Can NNPS elaborate on what is intended by the written deliverable listed in the RFP of “Architectural design” within the context of program evaluation and program evaluation capacity development?

**Response: “Architectural design” within IV. DELIVERABLES, Written Deliverables, 8., on Page 7 is a typographical error and should read "Evaluation Design".**

- h) Per the Proposal Submittal requirements outlined on pages 9 and 10 of the RFP, tab 6 is reserved for Annual Reports, Financial Statements, and Certifications. Page 10 states the following belongs in this tab: “Upon request by NNPS, the Offeror will be required to submit a statement regarding the financial stability of Offeror, including the ability of Offeror to perform the requisite services and additional services included in its response. If requested by NNPS, Offeror will be required to submit the most recent audited financial statement of the Offeror’s organization, and other financial data requested or required within 24 hours after request by NNPS, in an envelope labeled ‘Financial Statement and Data.’”

Should the Offeror include this information in the proposal? Or will NNPS request this information separately?

**Response:** *No, as NNPS will request this information if and when it becomes necessary.*

2. All other provisions of the RFP shall remain unchanged.

**Signature:** \_\_\_\_\_  
(Offeror)

Sincerely,

*Glenn Schofield*

Glenn Schofield, C.P.M.  
Director of Procurement