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1. Proposal Cover Sheet

The School Board of the City of Norfolk, hereafter referred to as Norfolk Public Schools (NPS), hereby seeks sealed proposals for Urgent Notification Communication Services. Sealed hardcopy (plus an electronic copy) offers will be received until 2:00 PM Norfolk, Virginia local time on **June 11, 2010**. See section 7b for clarification of delivery of hardcopy offers. Late proposals will NOT be opened.

For additional information please contact:

Name: Christopher Steele, C.P.M., CPPB
Telephone (757) 628-3880
Fax (757) 628-3871
Email: cpsteele@nps.k12.va.us

Proposals shall be delivered to:

Norfolk Public Schools
Department of Purchases and Supply
800 E. City Hall Avenue, Room 1205
Norfolk, Virginia 23510-2723
Email dps@nps.k12.va.us

This section must be fully completed by offeror

			<u>Amendments</u>	
			<u>Acknowledged</u>	
Company Name			Number	Dated
Street Address			Number	Dated
City, State, Zip			Number	Dated
Area Code	Telephone Number	Facsimile Number	Number	Dated
Name and Title of Authorized Signatory				
Signature			Date	

The signatory hereby certifies that he/she is authorized to sign on behalf of the offeror and that he/she has carefully examined all conditions of the Request for Proposals and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements.

2. Statement of Work

Background

Norfolk Public Schools (NPS), Norfolk, Virginia is a large urban school district of nearly 34,000 students, 5,400 employees and 62 facilities.

A. Purpose

The purpose and intent of this request for proposal (RFP) is to obtain an affordable, off-the-shelf, web-based urgent notification application service provider (vendor hosted) for an automated calling, e-mail and/or text delivery solution for Norfolk Public Schools district. The goal of this system is to provide a solution for the district's central administration's departments and schools with the minimum ability to deliver recorded voice and e-mail/text messages to parents and employees. Automated calling and e-mailing is currently in use throughout the district and has already proven to be successful in Norfolk Public Schools. Current uses include delivering recorded phone calls to parents of absentee students and delivering both recorded calls and emails to parents and employees for a variety of purposes, including emergency notifications.

B. Scope of Tasks

The selected firm shall provide a web-based urgent notification application service that can be used by all NPS schools and departments, and that meets the following requirements:

Mandatory Functional Requirements

- The solution must be vendor hosted, web-based with no required hardware or software.
- The company should provide a written Service Level Agreement (SLA) which addresses system maintenance, planned and unplanned outages, notifications, performance objectives, service availability, file processing and message delivery, and access availability.
- The application service solution must provide users with the minimum ability to deliver recorded voice messages via phone systems, both cellular and landline
- The application service solution must provide users with the ability to deliver e-mail/text messages.
- The solution must allow authorized users to launch a call from any internet-enabled computer or any landline or cellular telephone.
- Contact information maintained on the application service solution must be able to be updated daily from import files provided by NPS.
- The application service solution must provide users with the ability to create recipient groups, such as "parents of all students in grade X", or "all teachers at school Y".
- The application service solution must provide users with the ability to select message recipients from student, parent or staff lists, or from predefined groups.
- Telephone and e-mail support from vendor.
- Upgrade/Software Maintenance for the life of the contract
- Offered solution must be compatible with our network environment.
- The solution must securely and automatically import data from NPS on a daily basis in accordance with the file transfer technical requirements below.
- The solution must provide for a "do not call" list.

Minimum Technical Requirements

- Calling System Software must be accessible via latest releases of standard web browsers including Microsoft Internet Explorer and Firefox.
- File transfers between NPS and Hosted solution must be transferred through SFTP/SCP. Files cannot be transferred any other means (FTP, email, http). NPS has SFTP server on site that the hosted solution can use but must follow NPS standards/protocols in order to access information.
- Product cannot be in development.
- The company must provide a written implementation plan with clearly defined deliverables and timelines.
- The company must complete the implementation, including initial training, within 30 days.

3. Contract Type and Administration

- A. **Administration:** The contract will be administered by Senior Director, Instruction or his/her designee.
- B. **Contract Term:** The resulting contract will be one (1) years beginning on or about July 1, 2010 and ending on or about June 30, 2011. The contract may be renewed for four (4) subsequent one-year periods beginning July 1, 2011 and ending June 30, 2015 at the option of Norfolk Public Schools.
- C. **Contract Waiver:** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of the Contractor or Norfolk Public Schools Senior Director of Purchases and Supply. The waiver by either party of any term or condition of this contract shall not be deemed to constitute a continuing waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- D. **Contract Modification(s):** After the award, any and all modifications to this contract shall be mutually agreed to by Norfolk Public Schools and the Contractor, **in writing**, and authorized by Norfolk Public Schools Senior Director of Purchases and Supply, the Superintendent of Norfolk Public Schools, or their designee.
- E. **Cancellation of Contract:** Norfolk Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **Disputes and Claims:** The Senior Director of Purchases and Supply shall review and decide disputes and claims arising during the performance of the contract, in writing, within thirty days of receipt of the dispute or claim. 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 of beginning of the work upon which the claim is based. The Contractor may not institute legal action prior to receipt of the Senior Director of Purchases and Supply's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Senior Director of Purchases and Supply shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, § 2.2-4364.
- G. **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) 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 Norfolk Public Schools: Senior Director of Purchases and Supply

To the Contractor: Account Executive as identified by the Contractor

All notices under this contract shall be submitted, by certified mail, registered courier service or return-receipt requested, to the Contract Administrator or Account Executive, respectively. Either party may from time to time change the individual(s) who will receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

H. **Breach of Contract:** The Contractor shall be deemed in breach of this contract if the Contractor:

- 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 Norfolk Public Schools written notice or such other time frame specified by Norfolk Public Schools' Contract Administrator in the notice;
- 3) Fails to submit a written response to the notification of noncompliance from Norfolk Public Schools within ten (10) calendar days after the date of Norfolk Public Schools notice or such other time frame specified by Norfolk Public Schools Contract Administrator in the notice.

The Contractor 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 Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes and floods.

I. **Termination With Cause/Default/Cancellation:**

- 1) In the event, the Contractor shall for any reason or through any cause be in default of the terms of this Contract; Norfolk Public Schools may give written notice of such default addressed to the Contractor's Account Executive.
- 2) Unless the time is otherwise noted or extended by Norfolk Public Schools in the notice, Contractor shall have ten (10) calendar days from the date of such notice in which to cure the default. Upon failure of the Contractor to cure the default, Norfolk Public Schools may immediately cancel and terminate this Contract as of the date of the default notice.
- 3) No waiver or contest of any breach or default shall be effective unless expressly made in writing and signed by the waiving or contesting party's duly-authorized representative and duly delivered to the other party either by acknowledged certified mail, return-receipt requested or registered courier service.

J. **Compliance with All Laws:** The Contractor shall comply with all U.S. federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Offeror/Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Offeror/Contractor is a corporation, the Offeror/Contractor 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. Any costs associated with violations of the law, including, but not limited to, remediation, fines, administrative or civil penalties or charges, and third party claims imposed on Norfolk Public Schools by any regulatory agency or by any third party as a result of the noncompliance with Federal, state or local laws and regulations by the Contractor or by its subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities retained by the Contractor for this contract, shall be paid by the Contractor.

- K. **Venue:** This Agreement is made in and shall be governed by the laws of the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the Circuit Court of the City of Norfolk, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division, in the City of Norfolk, Virginia, United States of America.
- L. **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.

4. Ordering

Orders will be placed by the – Senior Director, Purchases & Supply Department or assigned designee.

5. Deliveries or Performance, Inspection, and Acceptance

Performance, inspection, and Acceptance shall be performed by Senior Director, Information Division or his/her designee.

6. Evaluation Factors and Award

- A. Proposals shall be evaluated by Norfolk Public Schools using the following criteria:

- Past Prior Performance & Experience 15 %
- Functionality & Project Approach 15 %
- Cost (Total Life Cycle Cost) 70%

- B. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but is not the sole determining factor. After negotiations have been conducted with each offeror so selected, NPS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. NPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should NPS 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- C. At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. Norfolk Public Schools reserves the right to forego BAFO

process at its sole discretion if an offeror is clearly more highly qualified than the others under consideration. The decision to award will be based on the final evaluation including the BAFO.

7. Proposal Instructions

- A. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. **Five (5) original hardcopies of each proposal, plus an electronic file (provide disk or jumpdrive or e-mail separately but prior to the due date/time). Proposals received after the aforementioned date and time shall be deemed late and will not be considered for this solicitation.**
- B. Proposals shall be signed by an authorized representative of the offeror, sealed, and received at the office of the Senior Director of Purchases and Supply, School Administration Building, 800 East City Hall Avenue, Room 1205, Norfolk, Virginia, 23510-2723 no later than 2 PM on June 11, 2010. **All information pertaining to your offer shall be submitted with the hardcopy proposal.** Failure to submit all information requested may result in the Norfolk Public Schools requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Norfolk Public Schools. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The offeror's name, the proposal number, and the opening date and time must be shown clearly on the face of the envelope or package containing your proposal.

A special label has been supplied with this solicitation (Attachments #3), showing the required information to properly identify proposal responses to the RFP. If the special label information is not identified on the proposal submission, the offeror takes the risk that the envelope may be opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the address specified on the cover sheet. Offerors should be careful when electing to use private courier services to deliver their proposals. It is solely the responsibility of the offerors to ensure that proposals reach the designated address by the specified date and time as shown on the solicitation.

- C. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- D. Proposals should be organized in the order of the Evaluation Factors in Section 6. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designate as additional material. Specifically, the proposals should include:
- **Past Prior Performance and Experience**
 - o References, particularly with districts of our size
 - o Years in business and history of this product
 - o Number of customers
 - **Functionality & Project Approach**
 - o Features list, available training
 - o Access control and Security
 - o Notification Types
 - o Organizational Administration, Access Control/Security and Reporting Capabilities

- o Anticipated time line for implementation
- **Cost**
 - o Complete cost summary for licensing, startup costs, annual maintenance, training, interface development, and any other costs
 - o Cost breakdown on an annual basis for up to 5 years.
- E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in a single volume.
- F. Ownership of all data, materials, and documentation, originated and prepared for the Norfolk Public Schools pursuant to the RFP shall belong exclusively to the Norfolk Public Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why the protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

8. General Provisions

A. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

B. ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to Norfolk Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by Norfolk Public Schools. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

1. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Norfolk Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Norfolk Public Schools under said contract.

D. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Norfolk Public Schools and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of Norfolk Public Schools.

F. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Norfolk Public Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

G. CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. Norfolk Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Norfolk Public Schools a credit for any savings. Said compensation shall be

determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Norfolk Public School's right to audit the contractor's records and/or to determine the correct number of units independently; or
- a. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Norfolk Public Schools with all vouchers and records of expenses incurred and savings realized. Norfolk Public Schools shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Norfolk Public Schools within thirty (30) days from the date of receipt of the written order from Norfolk Public Schools. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of Norfolk Public Schools Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Norfolk Public Schools or with the performance of the contract generally.

H. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION

By signing this contract/agreement, and as a condition of award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 regarding the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities. In particular, the Contractor certifies that all persons who will provide such services under this contract/agreement have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

J. DEBARMENT STATUS

By submitting their proposals, applicant firms certify that they are not currently debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, offerors further certify that no principal, officer, or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from (bidding/offering) on contracts for the type of goods and/or services covered by this solicitation.

By submitting their proposals, applicant firms certify they have never been debarred or otherwise declared ineligible by any public agency from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. In addition, offerors further certify that no principal, officer, or director of the applicant firm has ever been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from (bidding/offering) on contracts for the type of goods and/or services covered by this solicitation.

K. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Norfolk Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Norfolk Public Schools may have.

L. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 contractor'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 contractor that the contractor 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 subcontractor or vendor.

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

M. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

N. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

O. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance

coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Norfolk Public Schools of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Norfolk Public Schools must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

P. NONDISCRIMINATION OF CONTRACTORS

A offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless Norfolk Public Schools has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, Norfolk Public Schools shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Q. PAYMENT

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the NPS contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that is to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, NPS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve NPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from NPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from NPS, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NPS.

3. Purchasing Card Acceptance - NPS reserves the right to use a VISA P-Card for payment.

R. PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF NORFOLK PUBLIC SCHOOLS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

S. QUALIFICATIONS OF OFFERORS

Norfolk Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Norfolk Public Schools all such information and data for this purpose as may be requested. Norfolk Public Schools reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Norfolk Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Norfolk Public Schools that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

T. TAXES

Sales to Norfolk Public Schools are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Excise tax exemption registration number is 54-73-0076K.

U. VENDORS MANUAL

This solicitation is subject to the provisions of the Norfolk Public Schools Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www2.nps.k12.va.us/education/dept/deptinfo.php?sectiondetailid=23833> under "Vendor Manual."

9. Special Provisions**A. ADVERTISING**

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Norfolk Public Schools will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Norfolk Public Schools has purchased or uses its products or services.

B. DEMONSTRATIONS

By submitting a proposal, the bidder or offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. Norfolk Public Schools reserves the right to require offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their proposal being rejected.

C. FINAL INSPECTION

At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense.

D. FEDERAL GRANT FUNDING

This requirement is partially funded by the American Recovery and Reinvestments Act of 2009 and as such is governed in strict adherence, both expressed and implied with the terms and conditions set forth by the VA Department of Education (State Fiscal Stabilization Fund program) and OMB Circulars A-87 and A-133.

E. ADDITIONAL USERS

NPS is issuing this solicitation in cooperation with other agencies and institutions. The following additional entities are potential participants in this solicitation:

**Chesapeake Public Schools
Hampton Public Schools**

**Newport News Public Schools
Isle of Wight Public Schools
Portsmouth Public Schools
Suffolk Public Schools
Virginia Beach Public Schools**

By mutual consent, the successful offeror and the potential additional participants may formally establish separate contracts that reference the terms and conditions of this solicitation and resultant NPS contract. Purchasing limits and authorities stated herein may be modified by the participating entities to conform to the entities' policies, regulations, and guidelines. Note: In no situation, would NPS be involved in the resultant contract between the offeror and the other participating entities, other than the NPS cooperative contract being referenced by the other resultant contract. Accordingly, each participant is responsible for administering their respective contracts, and invoices, payments and other correspondence should be directed separately to each entity. At the discretion of NPS, the contractor may be required to provide a volume purchase report prior to contract expiration or renewal action to include all participants.

F. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS

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

10. List of Attachments

1. Anti-Collusion Certification Form
2. Debarment Statement
3. Bid Envelope Template

ANTICOLLUSION STATEMENT:

In the preparation and submission of this bid on behalf of _____ (name of offeror), we 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 the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned vendor 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, the City of Norfolk 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 bid.

"...or otherwise take any action in the restraint of free competition in violation of the Sherman Antitrust Act, 15 USCS Sections 1 et seq.; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.19; or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9."

BY: _____ (SIGNATURE)

_____ COMPANY

_____ BUSINESS ADDRESS

_____ DATE

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: _____ (SIGNATURE)

_____ COMPANY

_____ BUSINESS ADDRESS

_____ DATE

Attachment #3 Envelope Template

IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

OFFEROR'S NAME _____

RFP #: 10001CS

RFP NAME: Urgent Notification Communication Services

CLOSING DATE & TIME: June 11, 2010 at 2:00 PM

**SENIOR DIRECTOR OF PURCHASING
NORFOLK PUBLIC SCHOOLS
ADMINISTRATION BUILDING
800 EAST CITY HALL AVENUE, RM 1205
NORFOLK, VIRGINIA 23510**