



**REQUEST FOR PROPOSALS TITLE PAGE**  
**Include this Page as the First Page in the Proposal Response**

**City of Lynchburg, Virginia**  
**Procurement Division**

**Proposal Title: School Bus Transportation Software System**

This is the City of Lynchburg's (City) and Lynchburg City School's (LCS) Request for Proposals (RFP) No. 2022-057, issued April 29, 2022. Direct inquires for information should be directed to Matt Marsteller: e-mail: [matthew.marsteller@lynchburgva.gov](mailto:matthew.marsteller@lynchburgva.gov); Phone: 434-455-4233. All requests for clarification of or questions regarding this RFP must be made in writing and received by 4:00 p.m., May 25, 2022. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **June 1, 2022 at 4:00 p.m.**; however, only the names of firms responding will be available for announcement. Proposals received after the above stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

**An OPTIONAL Pre-Proposal Conference will be held on May 13, 2022 at 10:00 a.m.** through Microsoft Teams. A link to the meeting shall be posted to the City's current solicitations webpage noted below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>. All addenda will be posted no later than five calendar days prior to the proposal submission deadline. In this case, prior to May 27, 2022 at 4:00 p.m.

Acknowledge receipt of addenda here: No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

Submit Proposals: BY MAIL OR GROUND DELIVERY TO:  
Procurement Division  
Third Floor City Hall  
900 Church Street  
Lynchburg, Virginia 24504

**Information the Offeror deems Proprietary is included in the proposal response in section(s):** \_\_\_\_\_

See Paragraph B. on page 2 for guidelines on submitting proprietary information. In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: \_\_\_\_\_

Fed ID OR SOC. SEC. NO.: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed or Printed Name, Title

*M.C. Marsteller*

City Buyer's Signature

## I. SUBMISSION OF PROPOSALS

- A. One (1) original, so marked, and four (4) copies, so marked, for a total of five (5) of the proposal documents are required. In addition, submit one (1) copy of the proposal in an electronic format on a thumb drive. If a vendor's policy is to no longer use thumbdrives due to the security risk, the City will accept the electronic version of the proposal via email ONLY after the deadline for submission has passed. DO NOT send the electronic version prior to the proposal due date/time. The hard paper copies are what is required to be submitted prior to the noted proposal due date/time. The City/LCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City/LCS will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City/LCS to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon during the selection/negotiation process. The information received will be considered contractual in nature, and will be used in validation and evaluation of Proposals, and in subsequent actions related to Contract execution and performance of responsibilities.

\*\*\*FedEx, UPS, and the USPS have access to City Hall to deliver mail/packages to the Procurement Office. If vendors choose to hand deliver proposals, they can come to the Citizens First Info Center located in the First Floor Lobby of City Hall at 900 Church St. Monday – Friday from 8:30 a.m. to 5:00 p.m. A Procurement Office staff member will be contacted to retrieve the proposals and they will be timestamped upon physical receipt by the Procurement Office staff member. It is the sole responsibility of the vendor to ensure their proposal is timestamped prior to the deadline for submission. Please allow additional time to ensure this is done. As always, late proposals will not be considered.\*\*\*

- B. Submission of Proprietary Information - Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City/LCS reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City/LCS reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.

- F. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City/LCS.
- G. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has 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.
- H. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- I. It is the policy of the City/LCS to maximize participation by minority and women owned business enterprises in all aspects of City/LCS contracting opportunities. The City/LCS does not discriminate against faith-based organizations.
- J. The City/LCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the City/LCS.
- K. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City/LCS, or in a procurement involving federal funds, by the Federal Government. A copy of the City/LCS debarment procedure in accordance with Section 18.1-10 of the City's Procurement Ordinance is available upon request.

## **II. PURPOSE**

The purpose of this project is to purchase software that will provide a means for parents, schools, and the transportation department to track students and buses. This software will also provide routing capability for school buses and auxiliary vehicles for Lynchburg City Schools (LCS).

## **III. BACKGROUND**

LCS Transportation currently runs about 75 routes per day which includes 4 van routes. The fleet consists of 121 yellow buses, 6 AV buses, and 5 minivans. LCS has 11 elementary schools, 3 middle schools, 2 high schools, and 6 specialized schools. Just under 8,000 students are enrolled in Lynchburg City Schools. In addition to regular school routes, the Transportation Department conducts runs for athletic events, field trips, and various shuttles to programs throughout the day.

## **IV. SCOPE OF SERVICES**

To avoid a vendor's solution being deemed non-responsive, proposals shall meet ALL of the criteria outlined below. Vendor solutions will be evaluated as outlined in section VI. Criteria for Proposal Evaluation and Method of Award of this RFP.

- A. High-level requirements:
  - 1. Provide web and/or app-based tracking of students and buses
  - 2. Must have an app for parents to track their students while onboard buses
  - 3. Equip the buses with a reader that allows students to scan on and off the bus
  - 4. Route scheduling

## B. Hardware

### 1. Equipment needs:

- a. Power Requirements – Any power requirements for hardware installed in vehicles must be “plug and play.” Any additional and/or sustainable power requirements must be included in vendor’s proposal and include complete installation and testing.
- b. Upgradability - To the extent possible, LCS prefers commodity hardware for solutions that it implements. This includes server hardware as well as end-user devices such as microphones, headsets, tablets, and other computing devices. The more flexible, the better.

### 2. Installation Services:

- a. LCS expects a turnkey solution. While LCS staff would like to observe installation for knowledge purposes, the installation of any hardware must be provided by the vendor. This includes unboxing, wiring, device inventory, wire management, and mounting.
- b. Any waste from the installation needs to be remediated/disposed of by the vendor.

### 3. Number of Units: 110 (+/- 10)

## C. Software

### 1. System integration:

- a. This system MUST integrate with the Infinite Campus student information system.
  1. Integration does not have to mean API, but any scheduled tasks and automated jobs must be:
    - a. Coordinated with the LCS Infinite Campus support team
    - b. Written, documented, and maintained by the vendor
- b. This system will need to either provide routing capabilities or integrate with Education Logistics’s (Edulog) eSQL Routing program.

### 2. System uptime:

- a. Vendor agrees to maintain a system uptime of 99.99%

### 3. System backups:

- a. Vendor agrees to take full responsibility for system backups. This includes a weekly full backup/snapshot and daily incremental/differential backups or equivalent.

### 4. Accessibility:

- a. To the largest extent possible, software should be WCAG 2.1 compliant. If the software is not web-based, it should comply to similar standards and guidelines as those set forth in the WCAG 2.1 specification.

## D. Licensing

1. LCS has no specific preference for software licensing. Outline how your licensing is facilitated. ie. per bus, per student, or per user, etc. Please outline your licensing model in Section 7 – Pricing of the proposal. Are there any fees associated with making licensing changes?
2. Guaranteed pricing for additional units / installs to be discussed during the negotiation phase of this process.

## E. Support

### 1. Initial Training

- a. On-site for initial training
- b. Training for office staff on programming
- c. Training on-site for drivers

### 2. Additional Professional Development training as necessary

### 3. Dedicated Support Team/Rep/Phone number to be provided to LCS.

### 4. Hours of Support

- a. Vendor must be responsive to emergency requests from 5am EST to 7pm EST.

\*\*\*If the solution support provider and/or implementation services team requires network access to an LCS owned/managed system, a completed LCS Memorandum of Understanding related to IT Security must be completed and submitted to the LCS IT Director prior to establishing access. It is believed that the MOU will need to be furnished as a proposed solution will likely need to integrate with other LCS IT systems. This MOU is currently being revised and will be furnished to the awarded vendor prior to contract execution. The MOU will become an incorporated contract document.\*\*\*

## **V. PROPOSAL PREPARATION**

Proposals must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than 30, one sided, or 15 double sided pages including all other materials, but, excluding the cover and sample reports. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined non-responsive. Proposals with extraneous information or staff will receive lower ranking.

Offerors should organize their proposals using the format described below:

### **Title Page**

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offers should acknowledge receipt of addenda on the title page. Failure to do so may result the proposal being deemed non-responsive.

### **Section 1 - Project Understanding & Methodology**

A. Briefly describe the understanding of the Scope of Services to be accomplished, and describe the proposed approach to providing the required services. Explain how the project will be organized, and steps anticipated. Clearly state your ability to meet or exceed the requested services, to include addressing the following:

1. School Bus Transportation Software System Functionality – Describe in detail how the proposed solution will function to meet the needs of the City/LCS as outlined in the Scope of Services.

2. Reporting – Provide information regarding reporting capabilities of the proposed system. What specific data can be extracted from the proposed solution? Sample reports are encouraged and will not count toward the total page count of the proposal.
3. Training – Elaborate on the training to be provided. (on-site, web-based, etc.) LCS is requesting some on-site training be performed.
4. System Maintenance/Support– Describe the following:
  - a. Process for obtaining and applying upgrades/updates to system software and hardware
  - b. Methods of engaging support and response time expectations
  - c. Hardware and software warranties. Length/duration of technical support coverage included and options for extended support (if any)
  - d. Schedule of support coverage (days and hours of availability)
5. A timeline for system implementation.

**\*\*\*Please ensure that all responses from Attachment A. Technical Requirements are included in this section of the proposal.\*\*\***

### **Section 2 – Offeror/Staff Experience**

Indicate the project manager and each individual with a proposed role in the project. For each individual involved show:

- A. The role of the individual on this project.
- B. The projected availability of the individual over the next 12 months.
- C. The proportion of the total project effort to be provided by the individual.
- D. A resume of prior related experience. For each project listed on the individual’s resume indicate:
  1. The role of the individual on that project.
  2. The number of equivalent full-time months worked by the individual on that project.
  3. The recentness of that project.

Resumes of individuals who will not be directly involved with the proposed project should not be included. Resumes for staff of sub-consultants should be included in the same format as those for the prime consultant.

### **Section 3 - Project Team**

Show a project team organization chart. For each individual indicate what proportion of total project staff-hours that individual will provide. Sum of all these proportions should be 100%. This may be divided into phases with proportions summing to 100% for each phase, if appropriate. Indicate the extent that individual team members have previously collaborated in terms of full-time months of collaboration.

### **Section 4 – Additional Firm Experience, Disaster Recovery Plan, and Security Capabilities**

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services.

Include the findings of the Offeror’s most recent IT Security Audit. A brief overview letter is acceptable. (The entire report is not needed)

Include an overview of the Offeror’s Disaster Recovery Plan. (The entire plan is not needed)

If there is any pending legal action against the Offeror, please describe in this section of the proposal.

## **Section 5 - References**

Provide a list of at least three Virginia localities (if available) for whom similar services of similar size and scope have been provided and dates when the service was provided. Include project name, types of services performed, client name, individual contact name, address, telephone number, and e-mail address. If three Virginia localities are not available, three localities that the Offeror provides services for that are similar in size to LCS should be given.

## **Section 6 - Summary**

A brief summary of the reasons that the Offerors believe themselves to be the most qualified for this project.

## **Section 7 – Pricing**

Please provide detailed pricing for the School Bus Transportation Software System:

- A. The purchase of all hardware associated with the services.
- B. Software cost for the solution to include the Offeror’s licensing model.
- C. Implementation costs – all costs associated with the project from contract award through go-live – These costs should be itemized as much as possible.
- D. Provide pricing for ongoing maintenance and support of the platform for subsequent terms of the contract.

## **VI. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD**

The following criteria will be utilized in evaluating proposals:

- A. The solution meets the technical specifications and requirements listed on Attachment A of the RFP. (30 points)
- B. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities. (10 points)
- C. Reasonableness/competitiveness of the price of the proposed solution. (10 points)
- D. Proposed method of training and amount of training provided to the City/LCS staff. (10 points)
- E. Level of proposed customer support and ongoing maintenance services. (10 points)
- F. The reporting capabilities of the solution. (15 points)
- G. Flexibility of proposed commodity hardware. (15 points)

### **Method of Award**

Following evaluation of the written proposals as submitted, extended interviews / demonstrations for a School Bus Transportation Software System shall be held prior to selection. (The City/LCS reserves the right to conduct the interviews/demonstrations via web-based medium. Vendors may not be required to be physically present for the interviews/demonstrations) The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Upon completion of the extended interviews and software demonstrations, the selection committee shall select firms for negotiation. The City/LCS project manager shall begin negotiations with the selected firm(s) in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm(s), an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the next highest ranked firm. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City/LCS 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.

Notice of Award will be posted on the City’s web site ([www.lynchburgva.gov](http://www.lynchburgva.gov)) and on the bulletin board

located outside of the Procurement Office, 3rd floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504.

## **VII. CONTRACT TERM**

The initial term of this contract shall be for two (2) years with the option to renew for an additional five (5) years in one (1) year increments upon mutual consent of the parties to the contract.

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

The Contract for Services (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City/LCS Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate Contract terms may result in rejection of the proposal.

### **A. Subcontracting and Assignment of Work**

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City/LCS. A description of any work the Offeror proposes to subcontract shall be submitted to the City/LCS for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the City/LCS for all work performed by any subcontractor or special consultant.

### **B. Independent Successful Firm**

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City/LCS.

### **C. Notification**

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City/LCS shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Consultant agrees to notify the City/LCS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

### **D. Cooperative Procurement**

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

### **E. Termination**

Subject to the provisions below, the contract may be terminated by the City/LCS upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City/LCS until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City/LCS. The City/LCS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.



Termination for Convenience:

The City/LCS may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City/LCS may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City/LCS will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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.
- d. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City/LCS. The Consultant's records and documentation supporting such invoices shall be made available to the City/LCS upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

- 1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:
  - (a) The Consultant shall, within seven days after receipt of any payments from the City/LCS pursuant to this Contract, either:
    - (1) Pay the subcontractor for the proportionate share of the total payment received from the City/LCS attributable to the goods or services provided by the subcontractor; or
    - (2) Notify the City/LCS, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City/LCS shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.
  - (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City/LCS for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
  - (c) The Consultant 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 subcontractors firm.
  - (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City/LCS.
  - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City/LCS arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, ensuring timely notice of the claim.

The contractor shall give the City/LCS written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City/LCS official or employee designated by the contract to receive such notice, or if no one is so designated, to the LCS Superintendent. The written notice shall clearly

state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City/LCS. The contractor shall submit the claim and any supporting data to the City/LCS within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all City, State, and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the City/LCS and the City/LCS shall be held harmless for same by the Consultant.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City/LCS and all of its officials, agents and employees (collectively, the "City/LCS ") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City/LCS. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City/LCS from any cost, expense, damage or loss incurred in any manner by the City/LCS on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the City/LCS, as will protect it and the City/LCS from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the City/LCS with an original Certificate of Insurance upon request. The Certificate should name the City/LCS as additional insured under their General Liability coverage. The Consultant shall notify the City/LCS at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

(a) The following are the exclusive procedures for a bidder or offeror to protest the City's/LCS's award

or decision to award a contract.

- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the LCS Superintendent not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
  - (2) Except for a protest of an emergency or sole source procurement, a protest of a City/LCS award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the City's/LCS's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
  - (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
  - (4) The LCS Superintendent shall issue a written decision on a protest within ten (10) days of its receipt by the LCS Superintendent.
  - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the City/LCS with such suit within ten (10) days of such denial. Otherwise, the LCS Superintendent's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
  - (6) The City/LCS should defer award of a contract where the decision to award has been protested unless there is a written determination by the LCS Superintendent that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
  - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
  - (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
  - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the City's/LCS's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant'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 Consultant'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 consultant that such consultant 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 sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the

performance of the contract or while on City/LCS premises or distribute it to City/LCS employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City/LCS has the right cancel the contract.

For the purpose of this section, “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which 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.

U. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation; the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg/LCS. Therefore, except as required by law, the Consultant agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the City/LCS or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City/LCS, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City/LCS may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City/LCS as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. City/LCS Confidentiality

The City/LCS understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- W. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the City/LCS. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the

City/LCS. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City/LCS. The City/LCS reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times, failure to do so could result in termination of the Contract for cause or convenience.

- X. Sexual Harassment and Smoke-Free Environment: City/LCS does not and will not tolerate any form of sexual harassment, including but not limited to physical, verbal, implied or any other context that shall be interpreted by the City/LCS as harassment. Smoking is not permitted on any City/LCS site (including both in buildings and on school grounds).

**2022 -057 RFP School Bus Transportation Software System Attachment A  
Functionality Matrix**

Please indicate, by placing an X in the columns below, your solution's ability to meet the functional and technical requirements listed. Place an X in the appropriate column for each criteria listed. 'Yes' if it meets the requirement, 'No' if it does not meet the requirement, and 'Modify' if a modification can be made to meet the requirement. Please notate all modifications in Section 1 of your proposal.

Criteria Number	FUNCTIONAL REQUIREMENTS CRITERIA	Yes	No	Modify
<b>A</b>	<b>High Level Requirements</b>			
1	Provides web and/or app-based tracking of students and buses			
2	Has an app for parents to track their students while onboard buses			
3	Can equip the buses with a reader that allows students to scan on and off the bus			
4	Route scheduling functionality			
<b>B</b>	<b>Hardware - Equipment Needs</b>			
5	Power Requirements – Any power requirements for hardware installed in vehicles are “plug and play.” Any additional and/or sustainable power requirements must be included in vendor’s proposal and include complete installation and testing.			
6	Solution uses commodity hardware.			
	<b>Hardware - Installation Needs</b>			
7	Solution is turnkey - LCS will not need to be directly involved with the installation of any hardware.			
8	All waste created as a result of the installation will be remediated/disposed of by the vendor.			

<b>C</b>	<b>Software - System Integration</b>			
9	The system integrates with the Infinite Campus student information system. Integration does not have to mean API, but any scheduled tasks and automated jobs must be coordinated with the LCS Infinite Campus support team and written, documented, and maintained by the vendor.			
10	This system either provides routing capabilities or integrates with Education Logistics's (Edulog) eSQL Routing program.			
	<b>Software - System Uptime</b>			
11	Vendor can maintain a system uptime of 99.99%			
	<b>Software - System Backups</b>			
12	Vendor will take full responsibility for system backups. This includes a weekly full backup/snapshot and daily incremental/differential backups or equivalent.			
	<b>Software - Accessibility</b>			
13	Software is WCAG 2.1 compliant. If the software is not web-based, it complies to similar standards and guidelines as those set forth in the WCAG 2.1 specification.			
<b>E</b>	<b>Support</b>			
14	Initial training shall be conducted on-site for office staff and drivers.			