



REQUEST FOR PROPOSALS TITLE PAGE
Include This Page as the First Page in Your Proposal Response

Lynchburg City Schools c/o the City of Lynchburg
Procurement Division



Proposal Title: Web-Based Instructional Software

This is Lynchburg City School's (LCS) Request for Proposals (RFP) No. 11-671, issued February 2, 2011, for the provision of web-based instructional software for Lynchburg City Schools ("Schools"). Direct inquiries for information in writing to: Stephanie Suter, stephanie.suter@lynchburgva.gov, Fax: 434-845-0711.

Sealed Proposals will be accepted prior to 4:00 PM Local Prevailing Time, March 3, 2011. All Proposals will be publicly opened and the Offerors' names read. Proposals received after the stated due date and time shall not be considered.

Submit Proposals in a sealed, opaque envelope, and place the RFP number, title, due date, and time on the lower left front. Offerors are responsible for assuring the Proposal is submitted to the Procurement Division before the deadline indicated above and should include all addenda issued.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER 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: (____) _____

_____ Fax: (____) _____

Signature: _____

Typed or Printed Name, Title

City's Procurement Manager

I. SUBMISSION OF PROPOSALS

- A. **An original, so marked, and seven (7) copies, so marked, for a total of eight (8)** copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format, either floppy disk or CD in Microsoft Word format or PDF file must accompany the Proposal. The City (Schools) will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City (Schools) 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 RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible company 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.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with the submittal 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 the materials to be protected and state the reason why protection is necessary (Section 2.2-4342 of the Code of Virginia). **Offerors shall submit, in a separate section of the Proposal, any information that is considered proprietary and copyrighted material, and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare the entire Proposal proprietary nor may the Offeror declare proposed pricing as proprietary.** References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal and not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Offeror.
- D. The City (Schools) reserves the right to accept or reject any or all Proposals, to waive informalities, and to reissue any RFP and to award a Contract in the City's (Schools) best interest. The City (Schools) reserves the right to contract with firms not party to the resultant Contract if determined to be in the City's (Schools) best interest.
- E. By submitting a Proposal response, the Offeror agrees that the **Proposal response will not be withdrawn for a period of one hundred fifty (150) days** following the due date for Proposal responses.
- F. By submitting a Proposal response, the Offeror certifies not to have conspired or agreed to intentionally alter or otherwise manipulate the Proposal response 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 conducting business with the City (Schools).
- G. By submitting a Proposal response, the Offeror certifies the Proposal is made without collusion or fraud and the Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Proposal; and, the Offeror has not conferred with 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. The City (Schools) will not be responsible for any expense incurred by any Offeror in preparing and submitting a Proposal response. All Proposals submitted will become the property of the City (Schools).
- I. The City will serve as the purchasing agent for Lynchburg City Schools.

II. GENERAL INFORMATION

It is the intent of this request to seek qualified Offerors for the purchase of web-based instructional software to be used by alternative education sites and for credit recovery in Lynchburg City Schools.

The objective of the proposal is to determine which company can offer the highest quality product and appropriate services at the most reasonable cost. This process provides Lynchburg City Schools with the opportunity to explore available web-based instructional software.

III. MINIMUM QUALIFICATIONS

To be considered for selection, Offerors must meet the following minimum qualifications:

- A. Adherence to the proposal in meeting the requirements for web-based instructional software, a student assessment component, teacher guides, and professional development;
- B. Documentation of research based products and practices;
- C. Feedback from references;
- D. Overall experience of company; and
- E. Stability and commitment of company

IV. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>DATE</u>	<u>SCHEDULE OF ITEMS</u>
February 2, 2011	Issue Request for Proposals
February 23, 2011	Final Date for Offerors' Submittal of Questions
February 25, 2011	Final Date for Lynchburg City Schools' Response to Questions
March 3, 2011	Proposal Due Date

V. SCOPE OF SERVICES

LCS is seeking a qualified Offeror to provide software which meets or exceeds the following requirements:

A. MANDATORY REQUIREMENTS

This requirement establishes the minimum requirements for a digital curriculum content system. The digital curriculum content solution shall be web-based, explicitly aligned with the Virginia Standards of Learning (SOL), and user friendly for use by teachers and students. The digital content shall cover all language arts, math, science, and social studies curriculum areas as designated by the Virginia Standards of Learning for grades 6-12 as well as advanced placement and remediation curriculum. This content should include but may not be limited to advanced placement, traditional, stand-alone and remediation. If one vendor has stronger content in any of the delineated areas, LCS reserves the right to choose that vendor for the specific content. It is fundamental that this digital content be created with an Internet consumer in mind rather than a traditional textbook consumer. By this it is meant that the content itself should be rich in multimedia, interactive in nature, and sufficiently compelling to lead the student in a self-directed manner so that teachers can become facilitators of learning rather than the primary purveyor of content. This digital content will be primarily delivered via the internet over wireless LANs and/or modem to the client's browser and include multiple file formats including, but not limited to, .jpg, .wav, .mpg, .mov, .midi. The services and content offered shall include a rich variety of sample lessons, multimedia tutorials, scored practice activities, assessments, and suggested strategies and lesson plans for teacher use. Also, suggested links to other high quality web sources for teachers are required. The availability of online guest experts in the various academic subjects adds an additional dimension for teachers and students and is required for this

initiative. The quality and quantity of internet links to both primary documents and secondary sources of information will be a key factor in choosing a provider of digital content.

- B. The Offeror of the web-based educational software under consideration should be in a position to meet the following critical requirements by the proposal due date. None of the critical elements are optional. Offerors must provide references of school districts that have implemented the proposed software meeting these requirements and that have been in place for at least one school year. The Offeror must quote and be able to provide the products and services listed below to the full extent required for the successful implementation of the software. Specific details of the required web-based educational software are addressed with the information that follows:
1. The Offeror will provide Identification of Internet browser platforms supported for user access.
 2. The Offeror shall provide Identification of needed versions of Internet browsers for user access.
 3. The Offeror will provide Identification of any clients or plug-ins used for Internet browser.
 4. The Offeror will also provide Identification of Data Encryption Methods used.
 5. The Offeror will provide a description of off-line work capability for future uploads.
 6. The Offeror will ensure Description of end-user access to program loads (ex.: machine local-user access vs. administrative rights).
 7. The Offeror will provide technical support methods to include VPN access, toll-free numbers, and notification of unexpected down-time or maintenance windows.
 8. The Offeror will provide description of network security measures, data center fail-over and back-up systems, and physical plant protection methods.
 9. The Offeror will provide curriculum in the four major content areas – English, mathematics, science, and social studies that is aligned with the Virginia Standards of Learning.
 10. The Offeror will provide curriculum that is compatible with Lynchburg City Schools' curriculum and pacing guides.
 11. The Offeror will provide instruction in the major content areas which may lead to either standard or advanced diplomas.
 12. The Offeror will provide instruction in sequential electives.
 13. The Offeror will provide instruction in three levels of foreign language.
 14. The Offeror will provide access so that software may be used for credit recovery to include summer school.
 15. The Offeror will provide professional development for teachers and instructional assistants who will implement the use of this software as well as for division level administrators and such training shall include the following:
 - a. All materials required for training will be provided at no additional cost.
 - b. Initial training, by content area, focusing on management of materials, incorporating materials into classroom literacy instruction, managing small group instruction, and using materials for differentiated instruction based on the assessment of students
 - c. Follow up training, which will include at a minimum of one visit to each alternative education site to meet with faculty and answer questions relative to the implementation of the instructional software.
 - d. All professional development shall be provided based on mutually acceptable schedule.
 - e. Additional proposals for ongoing professional development will be considered.
 16. The Offeror shall be responsible for all shipping and handling costs.
 17. The Offeror shall bear all costs of preparation of the proposal and may not be included in the proposed price.

VI. VENDOR QUALIFICATIONS:

The successful offeror shall present evidence that the firm or its officers have a proven track record in providing services as listed in this RFP. References must be included stating the name, position, telephone number, fax number and the e-mail or Internet address of a contact person. To illustrate the vendor's track record and stability, the vendor shall provide:

1. Number of years in business;
2. Experience with web development;
3. Experience in K-12 and higher education market;
4. Experience with development of digital content aligned with Virginia Standards of Learning across the curriculum;
5. Diagram of the vendor's network topology as well as that of the vendor's ISP if applicable;
6. System reliability in terms of the percent of time the system will be available to users during a billing cycle;
7. Three (3) references for operational use of your product and services;
8. Number of customers;
9. Number of employees; and
10. Ability to successfully accommodate 150 concurrent users.

VII. FUNCTIONAL REQUIREMENTS:

1. The digital curriculum content service will neither contain commercial content, nor serve as a vehicle to market goods and services.
2. The digital content service will be deployed on servers and equipment hosted by the vendor.
3. The digital content service will provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual.
4. LCS will have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by LCS) via email or web-based forms embedded in the digital content.
5. The digital content will be accessible using Windows XP/Windows 7.
6. The content will work in either Internet Explorer 6.0 or Firefox 2.0.0.12 or higher on Windows clients.
7. The digital content service will be able to handle at least 150 concurrent LCS users. Provide documentation to evidence the ability to accommodate concurrent users.
8. The digital content service will provide links to access other websites and online services deemed educational by LCS and clearly aligned with Virginia Standards of Learning .
9. The digital content service should provide a means to interact with e-mail services used by the LCS community.
10. The digital content service will regularly offer chat forums featuring experts that can be used by the LCS community and individual users to enhance the LCS Web experience.
11. The digital content service will provide methods for user account administration that are easy to use and maintain to include weekly updates where the vendor will identify any changes or differences.
12. The digital content service will provide methods for LCS to extend the services and content offered through the digital content service as the breadth of the LCS applications, content and services grow.
13. The digital content service will provide a variety of built-in self-assessment quizzes with feedback as well as multiple-choice quizzes with scoring.
14. The digital content service will provide reports that show utilization and student successes within the course at the class level, school level, and district level.

15. The successful vendor will allow LCS to place complete digital copies of the vendor's online content on servers operated by LCS.
16. The successful vendor will allow LCS to place copies of the vendor's digital content or portions selected by LCS on other media such as CDs or tape.
17. The digital content will comply with the web accessibility initiative standards endorsed by the W3C (or World Wide Web standards consortium).

VIII. CONTINUING SUPPORT REQUIREMENTS:

1. All Offerors shall describe fully, the no-charge service period, from the last date of the last installation, and shall provide a schedule of costs for service after the no-charge period.
2. All Offerors shall include an on-site daily rate for training to be purchased on an as-needed basis after the initial training phase. LCS reserves the right to assign the number of staff to be trained during each paid training session.
3. All Offerors shall provide help desk support to LCS from 8 AM until 5 PM Monday through Friday EST.
4. All Offerors shall train designated LCS technology department staff in the use of the system to allow LCS to administer and maintain user accounts without the assistance of the vendor.

IX. PROPOSAL PREPARATION

The Proposal response should 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. Each copy of the Proposal should be bound with all documentation in a single volume where practical, with the exception of the fee schedules. Submit fee schedules in a separate package/envelope appropriately marked as "Fee Schedule", and submit along with the Proposal. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined to be non-responsive.

If any individual contracting service requirement is proposed, then the Proposal shall be assumed to meet or exceed the requirements as stated. If the Offeror cannot meet a service requirement, the word "NONE" should be entered on the Proposal forms for the service requirement. In the case of "NONE" offered, the Offeror may submit an alternative service. The City (Schools) reserves the right to reject the Offeror's entire Proposal due to such deficiency.

It will be the prerogative of the City (Schools) to eliminate any individual service contained in the Proposal if, on analysis, the fees for providing the service are excessive or the proposed service can be performed in-house.

Offerors should organize the Proposals using the format described below and in the following order:

A. Title Page

Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGE of this solicitation and include it as the first page of the Proposal response. The name stated on the Title Page must be the full legal name of the Offeror and the address must be the office, which will have the responsibility for the services provided. The Offeror shall specify in the Title Page the section(s) containing trade secrets or proprietary information.

1. The person named on the Title Page should be knowledgeable about the Proposal and able to answer questions if contacted by City's Procurement Division.
2. All Proposals should be signed, in ink, by an officer or employee having the authority to bind the Offeror by that signature. Signatures by anyone other than the president, vice president or a general partner must have accompanying documentation that the individual is empowered to bind the

company. Proposals having any erasures or corrections must be initialed in ink by the Offeror.

3. The Offeror shall include a Federal Employer Identification Number on the Title Page.

B. Letter of Transmittal

C. Table of Contents

D. Qualifications of the Offeror and Project Team

Describe the Offeror's qualifications and experience by providing the following information:

1. Primary contact and a list of locations that will be providing services to Lynchburg City Schools.
2. Provide a brief history of the Offeror's company.
3. Please provide specific information of the Offeror's organizational structure, principals, and personnel (including name, title, telephone number, and e-mail address) and resources dedicated to Lynchburg City Schools. Provide resumes describing the qualifications, direct related experience, and noted responsibilities of the proposed project team members. Include personnel names to contact for additional information.
4. Include a list of clients to which comparable services are provided. Include a client contact name, telephone number, e-mail address, length of relationship, and description of services provided. The Lynchburg City Schools would prefer public sector clients, within the same geographical area as Lynchburg if possible.
5. Provide certified audited financial statements for the most recent fiscal year.

E. Project Methodology and Schedule

Provide a complete description of the proposed methodology for implementation of the services required subsequent to a contractual relationship with Lynchburg City Schools. Include how the Offeror proposes to plan and manage the implementation of the Scope of Services requirements outlined in this RFP.

F. Description of Services to be Provided

Describe the Offeror's understanding and capability to provide all items described in the Scope of Services in the same order as listed in the RFP. Give an overview of normal workload and primary contacts' abilities to respond to Lynchburg City Schools' request for services on an "as needed" basis. Include any toll free telephone service and Internet e-mail access provided by Offeror for assistance to Lynchburg City Schools' staff.

G. Cost of Services

Offeror will provide detailed information for cost of services by unit price.

H. Subcontracting

State if any services are to be provided through a subcontractor or a third party. The subcontractor should be identified and include the qualifications and a list of key personnel in the Proposal response.

I. Insurance

The Offeror shall be required to maintain in force such insurance, in amounts acceptable to the City (Schools), which will protect the Offeror and the City (Schools) from claims which may arise out of or result from the execution of the work, whether such execution be by the Offeror, the Offeror's employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, workers' compensation and employer's liability, general liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), investment management, errors and omissions liability and employee dishonesty insurance, and automobile liability. Companies authorized to conduct business in the Commonwealth

shall provide all insurance. The Offeror shall furnish the City (Schools) with an original Certificate of Insurance upon request. The Certificate should name the City (Schools) as additional insured. The Offeror shall notify the City (Schools) at least thirty (30) days prior to policy cancellation, non-renewal or reduction of coverage. Provide a sample insurance certificate.

J. Other Supporting Data

Provide other information that is relevant to the consideration of the Offeror for the Contract.

X. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD

A. Evaluation Criteria – Proposals will be evaluated by a committee comprised of a cross section of Lynchburg City Schools’ departmental staff, directly and indirectly responsible for the implementation of web-based instructional software.

1. Qualifications of the Personnel Providing Services

Qualifications and experience of the personnel and/or subcontractors directly providing services in the areas stated by the Scope of Services including demonstrated knowledge and understanding of the types of work to be performed, previous experience in similar or related work, and familiarity with local conditions and regulations governing the work.

2. Overall Qualifications and Experience of the Company

Qualifications and experience of the company, in the areas stated by the Scope of Services. Overall qualifications may include, but are not be limited to, company’s overall and previous related experience, company’s stability and commitment, quality of proposed services, size of the company, depth and variety of materials, references, etc.

3. Methodology and Ability to Provide Essential Services

The Offeror must clearly demonstrate a proven ability to provide all services required in this RFP. The Offeror must have the capability to deliver the requested services on schedule with a commitment to priority for providing services to Lynchburg City Schools. Offeror’s methodology and project implementation schedule for providing services must demonstrate a planned, comprehensive approach.

4. Cost of Services

Cost will be evaluated for competitiveness based on cost per unit as well as other factors which affect the requirements as stated in the Scope of Services and the overall implementation of the web-based instructional software in Lynchburg City Schools.

5. Technological Capability and Innovation

The Offeror will provide any available technology services relative to the initial and ongoing implementation of the web-based instructional software.

B. Method of Award

Following evaluation of the written Proposals as submitted, selection shall be made of Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the RFP, including price, if so stated in the RFP. Negotiations may then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, Lynchburg City Schools shall select one Offeror, which in the School’s opinion, has presented the best qualified Proposal for the purchase and implementation of the independent leveled libraries, and shall award the Contract.

XI. CONTRACT TERM AND RENEWAL

The Contractor will provide services as provided in the Scope of Services of the RFP for the period during which this technology service is utilized, including the initial year of the contract and for replacement materials for the subsequent period of usage. ARRA funding will be used for the initial purchase and the first year of the contract and LCS funds as available will be used for reoccurring costs for the subsequent period of utilization.

XII. SPECIAL TERMS AND CONDITIONS FOR CONTRACTS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

1. D-U-N-S® NUMBER: All Contractors are required to provide the Schools with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.
2. JOB CREATION AND RETENTION: The Contractor shall provide to the Schools an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the Schools no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

3. AUDITING: The Contractor shall retain all books, records, and other documents to this contract for five (5) years after final payment.

4. EQUAL EMPLOYMENT OPPORTUNITY

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. At least one posting will be on the main worksite.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. SUBCONTRACTOR FLOW-DOWN REQUIREMENTS: Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

XIII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

The Contractor shall not subcontract or assign portions of the work, other than those specifically defined in the Contract, without the express written consent of Lynchburg City Schools. A description of any work the Contractor proposes to subcontract shall be submitted to Lynchburg City Schools for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall 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 Contractor, who will be responsible to Lynchburg City Schools for all work performed by any subcontractor or special consultant.

B. Payment for Services

Payments to the Contractor shall be made within forty-five (45) days after receipt of an approved invoice for services provided in the previous month. Documentation including detailed itemization of charges and account analysis statements for each invoice shall be provided in a satisfactory manner to the Schools. The Contractor's records and documentation supporting such invoices shall be made available to Lynchburg

City Schools upon reasonable request. The Contractor agrees to retain all records, documents, and support materials relevant to the Contract for a period of five (5) years following final payment.

The Contractor will submit a completed Internal Revenue Service (IRS) Form W-9 (Request for Taxpayer Identification Number and Certification) prior to initiation of services. Payment will be made in accordance to Backup Withholding provisions of the IRS Code. If applicable, reporting of payment information will be made to the IRS each year-end.

C. Records

Notice is hereby given and it is agreed that Lynchburg City Schools (Schools), or its designee, reserves the right to audit all accounts of the Contractor which relate to the Contract at no cost to the Schools. The Contractor shall retain all records, books, and other documents relevant to the Contract for at least seven years after completion of the work or termination of the Contract.

D. Independent Contractor

The Contractor is an independent contractor and nothing contained in the Contract shall constitute or designate the Contractor or any of the Contractor's agents or employees as employees of the City or of the Schools.

E. Notice

Notices to the Contractor under the Contract shall be sufficient if sent by registered mail, postage prepaid to the name and to the address given in the Proposal submission, or to such other person as the Contractor may designate. Notice to the Schools under the Contract shall be sufficient if sent by register mail, postage prepaid, addressed to: Lynchburg City Schools, Chief Financial Officer, 915 Court Street, P. O. Box 2497, Lynchburg, Virginia 24505-2497.

F. Termination

The Schools reserves the right to terminate the Contract upon thirty (30) days written notice to the Contractor. In the event of termination pursuant to this paragraph, for reasons other than the Contractor's default, the Contractor shall be paid for all services provided through the date of termination. The Contract will terminate immediately upon failure of the Lynchburg School Board to appropriate funds for its continuance.

G. Ownership of Documents

The Contractor agrees that 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 Schools upon completion of the work or termination of the Contract. The Schools shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor. The successful Contractor agrees to submit to the Schools all advertising, sales, promotion, and other public matter relating to any service furnished by the Contractor wherein the Schools' name therewith may be inferred or implied. The Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the Schools.

H. Laws and Regulations

1. The Contractor shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the Contract. The Contractor 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.
2. Any legal proceedings arising out of or related to the Contract shall be filed by the parties in the Lynchburg General District Court or the Lynchburg Circuit Court.

I. Additional Services

The Schools may add or make changes in the Scope of Services for any services of a similar nature to those specified in the Scope of Services of this RFP at a price mutually agreed upon.

J. Severability

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

K. Licenses and Permits

The Contractor 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.

M. Contractual Disputes

The Contractor agrees to the provisions of the Virginia Code Section 2.2-4363 as follows. Contractual disputes, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the Contractor's intention to file such dispute shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, Virginia 24504, and shall include a description of the factual basis for the dispute and a statement of the amounts disputed or other relief requested. The Procurement Administrator shall render a decision on the dispute and shall notify the Contractor within thirty (30) days of receipt of the dispute. The Contractor may appeal the decision of the Procurement Administrator to the Superintendent by providing written notice to the Superintendent, within fifteen (15) days of the date of the decision. The Superintendent shall render a decision on the dispute within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the Schools no later than thirty (30) days following the conclusion of the work or delivery of the goods.

N. Offeror Protest or Appeal

In accordance with Section 18.1-6 of the Lynchburg City Code, any Bidder, Offeror, or Contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a Contract.

O. Taxes

The Contractor 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 included in the Contract price as the taxes shall be an obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor.

P. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors, and assigns agrees to save, defend, keep harmless, and indemnify the City and the Schools and all of their officials, agents and employees 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 Contractor's performance (or nonperformance) of the contract terms or its obligations under this Contract.

Q. Drug Free Workplace

In accordance with Sec. 2.2-4312 of the Virginia Code, during the performance of a City 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.

The successful Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on the City's and Schools' premises or distribute same to the City's or Schools' employees.

The successful Contractor understands that a violation of these prohibitions constitutes a breach of the Contract and the City has the right to 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 Contractor, the employees 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.

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

The Contractor 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 or sale of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the City and the Schools from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

S. Responsibility for Property

The Contractor shall be responsible for damages to property caused by work performed under the Contract. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the Owner, at the Contractor's expense.

T. Precedence of Documents

The precedence of documents shall be as follows: the Contract, the RFP, and the Offeror's response to the RFP.

U. Conflicts of Interest

The successful Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a Schools Contract.

V. False Information

Lynchburg City Schools reserves the right to cancel any Contract if, in the opinion of the Schools, the Offeror provided false, inaccurate or misleading information in the RFP documents or if the Offeror withheld information from Lynchburg City Schools regarding the Offeror's moral and business integrity and its reliability as it relates to the good faith promise of the Contract.