



NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606-3041

Telephone: (757) 591-4525
Fax: (757) 591-4593

NOTICE OF AWARD

RFP #012-0-2026/JP

May 18, 2026

Successful Offeror: **Education Logistics, LLC (Edulog)**

Address: 3000 Palmer Street
Missoula, MT

Offeror Response Date: December 1, 2025

Description of Service to be Furnished: Pupil Transportation Management System

Performance Period: Initial term is two (2) years, with eight (8), one-year (1) optional renewal periods, upon the same prices, terms, and conditions set forth in the negotiated contract upon mutual agreement of both parties.

Shannon Bailey

Shannon Bailey, VCCO, VCO
Director of Procurement

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION



Request for Proposals

Newport News Public Schools

DATE: October 14, 2025

ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

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

RFP ITEM NO. 012-0-2026/JP
PROCUREMENT OFFICER John Pack Jr.
CLOSING DATE December 01, 2025
CLOSING TIME 2:00 PM
PRE-PROPOSAL CONFERENCE OPTIONAL DATE: October 29, 2025 TIME: 1:00 P.M. EST

ELECTRONIC PROPOSALS All proposals may be submitted electronically online via eVA until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office using Offeror's established eVA Supplier Account. Mailed, faxed, or emailed proposals will not be accepted. Newport News Public Schools is not responsible for late electronic delivery. Offerors are highly encouraged to anticipate and plan for technical difficulties or heavy email transmission traffic at the last minute. All inquiries for information regarding this Request for Proposal should be directed to John Pack Jr. at john.pack@nn.k12.va.us or 757-591-4500 extension 10755.

COMMODITY: Pupil Transportation Management System
NIGP CODE: 20949, 20959, 92032, 92033, 92064

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

THIS IS NOT AN ORDER

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

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, political affiliation, veteran status, status as a military family or any other basis prohibited by state law relating to discrimination in employment.

DESCRIPTION OF GOODS/SERVICES

Pupil Transportation Management System

ACKNOWLEDGE RECEIPT OF ADDENDUM (as applicable): #1 ___ #2 ___ #3 ___ #4 ___ #5 ___ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent:

_____ Signature

_____ Type or Print Name

_____ Type or Print Title

_____ Email Address

_____ Telephone Number

_____ Fax Number

_____ Company FEI/FIN#

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUSUCCESSFUL OFFEROR OR VENDOR.

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

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

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

Name and Address of OFFEROR: _____ Date: _____ Authorized Signature _____
 Printed Name: _____ Title: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

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

TABLE OF CONTENTS

	PAGE
I. <u>PURPOSE</u>	4
II. <u>BACKGROUND</u>	4
III. <u>STATEMENT OF NEEDS</u>	4
IV. <u>SPECIAL INSTRUCTION TO THE OFFEROR</u>	9
V. <u>EVALUATION AND AWARD CRITERIA</u>	12
VI. <u>GENERAL TERMS AND CONDITIONS</u>	14
VII. <u>SPECIAL TERMS AND CONDITIONS</u>	23

The following shall be submitted as part of your RFP response submission:

- **Attachment A: Pricing Proposal Worksheet**

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide Pupil Transportation Management System to the NNPS School Division.

II. BACKGROUND

NNPS is the ninth largest school district in the Commonwealth. NNPS is an urban school system educating approximately 29,786 students. NNPS is a school system educating children in 3 early childhood centers, 24 elementary schools, 7 middle schools, 5 high schools, 1 middle/high combination school. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS and its locations may be accessed via NNPS official website at <http://sbo.nn.k12.va.us/schools>. NNPS employs approximately 4,688 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions. NNPS transports approximately 19,000 students to and from school daily on district owned school buses.

III. STATEMENT OF NEEDS

- A. The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the offeror to fully perform these obligations may result in cancellation of the award and contract. NNPS will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.
- B. The awarded offeror shall be fully responsible for the successful delivery, implementation, continued support and all things and services necessary for the complete project.
- C. Offerors shall include a detailed and separate cost analysis for each component to include but not be limited to hardware, software, delivery, installation, setup, implementation, training, licenses, and annual maintenance agreements.

SPECIFIC REQUIREMENTS

A. Transportation Database

The system shall have the ability to/ability for:

1. Integrate with the district's active directory.
2. Import student data for all student enrollment as a schedulable, automated process, from the district's student information system (SIS), Synergy by EduPoint.
3. Upload transportation data back to the district's SIS as a schedulable, automated process.
4. Produce reports from a list of available reports without the need for a 3rd party reporting tool.
5. Develop custom reports for transportation needs.
6. Print route maps, boundaries, walking routes (point A to B) that can be used directly from the program.
7. Print single or multi-page route maps to provide clarity for all sections of the run or route.
8. Create and maintain daily bus seating charts for contact tracing purposes.
9. Attach an unlimited number of documents to student records within the database for special needs documentation, etc.
10. Up to 10 unique addresses to be stored for a student – and for transportation assignments – to use any of these addresses on any day of the week, am or pm.
11. Store specialized equipment needed for a student and have the system automatically manage the equipment needs with vehicles used.

12. Student records to store medical information to be used for tracking purposes.
13. Student records to store an effective and retire date for the student.
14. Student records to store effective and retire dates for transportation assignments.
15. A single bus stop to be used for students attending multiple schools or programs.
16. Bus stop records to have a minimum stop time for ensuring enough time at the stop.
17. Attach documents such as pictures or safety reports to a bus stop.
18. Bus stops to be able to be used to transfer students from one route to another without the need for user interaction.
19. Runs/Routes to accommodate students from multiple schools.
20. Runs/Routes to accommodate different bus stops, paths, or times on a particular day of the week.
21. Runs/Routes to automatically re-time after adding/removing bus stops or making other changes that may affect timing.
22. Lock individual and/or entire run/route bus stop times and have the system keep those times.
23. Track hazard zones in which students would automatically become eligible for transportation.
24. Track sex offenders and generate danger zones based upon those locations.
25. Store and manage generic zones to be used for segregation within the system.
26. Use the existing street map which will be provided by the district in Arc format.
27. Store and access multiple transportation databases for multiple purposes (e.g. live, previous years, etc.)
28. View aerial imagery within the system or view data via a window map service.
29. Store and view additional spatial data such as water features, railways, municipal parcels, landmarks, or district specific spatial data within the system.
30. Integrate with Google Maps and Google Street View directly from the planning application.
31. ESRI based shape files that can be imported and exported. Sample data layers include:
 - i. Street centerlines
 - ii. Railroads and USDOT crossings
 - iii. Waterways
 - iv. Tax parcels
 - v. Address point
32. Maps shall include the Virginia localities of Newport News, Hampton, Norfolk, Virginia Beach, Chesapeake, James City, Isle of White, York, Poquoson, Williamsburg, and Gloucester.
33. Geocode by address points in lieu of address ranges on street segments.
34. Calibrate driving speeds using GPS data including:
 - i. By street segment in both directions
 - ii. Entire map or specific area
 - iii. By day, week, time of day, and/or specified range
 - iv. Option to exclude sensor events such as:
 - a. Speeding
 - b. Vehicle size
 - c. Vehicle idling
 - d. Door open
 - v. Results can overwrite existing map segment speeds and:
 - a. Update stop, run, and route times
 - b. Log route changes accordingly
 - vi. User controlled task that can be completed as necessary
35. Temporarily restrict vehicle access to a street segment for a specified date range including:
 - i. Affected run/route directions update automatically
 - ii. Updates automatically shared with stakeholder groups having service delivery changes.
36. Attach external documents to a student record.
37. Display graphical walking directions from home to stop or home to school.
38. Plan for daily schedule changes in routing.
39. Email parents when permanent route changes occur.

40. Email parents, or other stakeholders, when transportation delays occur.
41. Track additions, address changes, school changes, deletes.

B. Optimization Capabilities

The system shall have the ability to/ability for:

1. Create bus stops based on student populations while considering walk distance policies, walk restrictions, etc.
2. Mass assign students to their most optimal bus stop(s) in am/pm, based on spatial distribution considering walk distance policies, walk restrictions, etc.
3. Optimize bus runs/routes for schools while considering student distribution, vehicle travel, vehicle size, and other pertinent parameters.
4. Optimize bus runs/routes that service more than one school.
5. Create route schedules by maximizing daily vehicle utilization.
6. Analyze the effectiveness of existing run/route structures and school hours to produce more efficient/cost effective alternatives.
7. Further optimize route schedules by suggesting changes to bell times to provide greater vehicle utilization.
8. Split bus runs by cohort or other criteria.
9. Bell time analyzer: review current bell structure at schools and provide analysis for multiple scenarios including:
 - i. School(s) affected by bell change
 - ii. Time for each change
 - iii. Current and projected bus runs/route by school and overall
 - iv. Graphical chart
10. Routing software shall log all changes to the following components:
 - i. Student
 - ii. Stop
 - iii. Run/Route
11. Log changes shall contain:
 - i. Date
 - ii. User
 - iii. Create or modified type
 - iv. Description of change
12. Log changes shall carry forward from one school year to the next. Permanent deletions are not required to be carried forward.
13. Routing software shall log and track incoming service delivery functions based on criteria used in the school district.
 - i. Examples:
 - a. Parent – for home and alternate site transportation
 - b. School department – specialized transportation, such as McKinney Vento, Special Needs, After School, etc.
 - c. General public – questions or concerns
 - ii. Criteria:
 - a. Existing school district forms shall be integrated into the routing system.
 - b. Individual items are routed to specific user(s) for approval by hierarchy.
 - c. Original requestor receives feedback after original item is submitted.
 - d. Ability to communicate questions during approval process electronically.
 - e. Once routing assignment is created all requestors/approvers are notified electronically and routing system maintains record.

C. Analysis

The system shall have the ability to/ability for:

1. Analyze key components of the routing solution generating key statistics and comparisons for reporting.
2. Customizable dashboard for operational statistics to increase productivity and reliability of transportation data.
3. Analyze current transportation solutions and produce Key Performance Indicators (KPIs) for quick analysis of the effectiveness of the transportation solution.
4. Analyze and view the effect on transportation requirements based on changes to the district's walk distance policies by grade.
5. Produce listings, statistics, and reports based on the transportation solution.
6. Produce reports required for mandated government reporting.
7. Create what-if scenarios for school closures, school attendance, and walk distance planning.
8. Produce statistics and KPI data/graphs based on active transportation solutions.
9. Provide route statistical information in both data grid and graphics to include:
 - i. Count of route (total fleet, regular buses, special needs, transportation zone, school, etc.)
 - ii. Route with single and multiple runs for both morning and afternoon
 - iii. Total route/run mileage
 - iv. Route/run mileage with students on board and when buses are empty
 - v. Total route/run time
 - vi. Route/run time with students on board and when buses are empty
 - vii. Total route/run costs
 - viii. Route/run costs with students on board and when buses are empty
 - ix. Total students as compared to transported students
 - a. By school type
 - b. By regular
 - c. By special needs
 - d. All schools
10. Interactive dashboard that:
 - i. Is user configurable
 - ii. Provides daily snapshot of key transportation components

D. Financial Analysis

The system shall have the ability to/ability for:

1. Produce transportation KPIs to measure the efficiency of the routing solution.
2. Incorporate operational rates into the system.
3. Generate summaries of cost by yard or across the fleet.
4. Generate cost per vehicle broken down by overall aggregates, by school, by yard, etc.
5. Calculate specific costs per student broken down by overall aggregates, by school, by group, by grade, etc.
6. Perform cost analysis derived from specific financial components for the school district. Components can be used as needed by the school district. Examples of components may include:
 - i. Fuel cost per gallon
 - ii. Hourly wages by employee/assigned route/run
 - iii. Hospitalizations cost by employee
 - iv. Etc.
7. Detailed cost calculations for individual runs and routes on a day or annual basis.
8. Cost per student on individual routes/runs to and from school on a daily basis.
9. Enter annual school calendar in routing software. Schedule changes that occur can be entered by users such as weather events, professional development, holiday, etc.
10. Comparison of individual and group route costs over a specific time period that shall include any calendar changes that occur. Results shall provide planned route budget cost analysis as compared to actual cost.

11. Financial invoicing for specific transportation can be calculated and submitted from within the routing software.

E. Global Positioning System (GPS)/Telematics Integration

The system shall have the ability to/ability for:

1. View real time route progress utilizing the districts current GPS/telematics technology solution, Synovia/CalAmp.
2. Consume and use Synovia/CalAmp GPS data within planning application.
3. Automatically provide transportation data seamlessly to the Synovia/CalAmp GPS solution.
4. View and analyze, utilizing Synovia/CalAmp GPS technology, planned vs. actual:
 - i. Route
 - ii. Bus stop locations
 - iii. Bus stop time
 - iv. On-time performance of vehicles for one or more days
 - v. Student ridership
5. Use existing GPS data to improve the quality of the planning base map.
6. GPS Integration:
 - i. Routing software must fully integrate (two ways) with Synovia/CalAmp.
 - ii. Accept student ridership data in routing software by students including:
 - a. Boarding and exiting the bus
 - b. Date and time stamp
 - c. Location of each student scan
 - d. Latitude Longitude coordinates for each scan
 - e. Plot individual scans on map
 - f. Apply student scans to make sound routing assignments
7. Analysis of planned vs. actual displayed in core routing solution by date and time including:
 - i. Statistical analysis of planned vs. actual bus route/run to show differences (over one or a range of dates) in:
 - a. Mileage
 - b. Time
 - c. Student ridership
 - d. Bus stop times on a route/run
 - ii. User shall also be able to filter by distance or time range between bus stops.
 - iii. Results shall show the user planned (routing solution) data vs. actual data (GPS) in the core routing solution.
8. Edit planned bus route/run to match actual GPS path.

F. Internal Portal

The system shall have the ability to/ability for:

1. A web-based facility for the public to access transportation eligibility, route, and school attendance information based on district's transportation policies.
2. Include a secure portal for school staff to access transportation information specific to their school only.
3. Include a secure portal for parents to determine transportation information for their student(s).
4. Transportation administrators to post notifications and alert constituents of service disruptions.

G. Redistricting

The system shall have the ability to/ability for:

1. Find/sort students by grade, program, home school (zoned school), attended school, distance, and address (including students that are not presently being transported on buses).
2. Analyze students who attend schools outside of their "home" attendance boundary (zoned school).
3. Generate school boundaries based on school capacity, student population, or other criteria.

4. Analyze the effects of the closure of a school and suggest relocation of the current school population.
5. Create/maintain temporary attendance boundaries for “what-if” scenario planning.
6. Create, display, and print boundary coverage.

H. **Field Trip Management**

The system shall have the ability to/ability for:

1. Online request submission for field trips by schools/departments.
2. Approval workflows for administrators.
3. Automated trip scheduling and assignment of buses/drivers.
4. Integrated billing and invoicing for schools/departments requesting trips.
5. Reporting on trip usage, costs, and driving hours.

I. **Electronic Student Discipline**

The system shall have the ability to/ability for:

1. Mobile and desktop capability for bus drivers and staff to log student discipline incidents.
2. Customizable categories for infractions and actions taken.
3. Automated notifications to school administrators and parents.
4. Secure storage of student records compliant with FERPA and district policies.
5. Reporting and trend analysis for proactive interventions.

J. **On-Site Training**

The offeror shall provide a comprehensive on-site training plan and strategy for training NNPS transportation staff in all aspects of the proposed software suite. The training plan should be sufficiently detailed and provide the following:

1. Timelines and training schedules
2. Outline objective and outcomes
3. Summary of professional development training points
4. Expectations of user competency upon completion of training in phases
5. Provide electronic tip sheets/how to documentation for common tasks within the software for reference by users on an as-needed basis.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

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

John Pack Jr., *Senior Procurement Specialist*

Newport News Public Schools

Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4500 extension 10755

Fax: (757) 591-4593

Email: john.pack@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Shay Coates, *Executive Director of Transportation*
Newport News Public Schools
Transportation
12571 Patrick Henry Drive
Newport News, VA 23602
Email: shay.coates@nn.k12.va.us

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

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

C. Offerors of Record:

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

D. Pre-Proposal Conference:

An optional Pre-proposal conference will be held via the following Zoom link on October 29, 2025 at 1:00 PM EST to answer any questions regarding the RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is optional.

Topic: Pre-Proposal Conference - Pupil Transportation Management System

Time: October 29, 2025 1:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://nn-k12-va-us.zoom.us/j/83052410974?pwd=M3YMNfKrvRzActbydrDW7EDhwsSu6i.1>

Meeting ID: 830 5241 0974

Passcode: 01202026

One tap mobile

+13092053325,,83052410974# US

+13126266799,,83052410974# US (Chicago)

Join instructions

<https://nn-k12-va-us.zoom.us/meetings/83052410974/invitations?signature=C2THjX5tIIs6Yh--ozREGCLsmdgkebQTf927RK0KU9A>

E. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at john.pack@nn.k12.va.us no later than 10:00 AM EST, November 03, 2025. Necessary replies will be issued to all Offerors of record as addenda that will become part of the contract documents. Oral instructions do not form a part of the Proposal documents. Offeror is responsible for checking the www.eva.virginia.gov web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

F. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page

of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 PM or later) will not be considered and will be returned to the Offeror unopened.

H. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anti-collusion/nondiscrimination clauses on page two (2);
 - c. Completed and signed certification regarding debarment clause on page twenty-three (23);
 - d. Proposals are to be organized in the following tabs:
 - 1) Tab 1 – Summary, to include Offeror’s understanding of the Scope of Work
 - 2) Tab 2 – Experience
 - 3) Tab 3 – Capability and Skills
 - 4) Tab 4 – Services to Be Provided
 - 5) Tab 5 – Price (Attachment A and optional supplemental)
 - 6) Tab 6 – Exceptions and Alternatives
 - 7) Tab 7 (optional/as applicable) – Applicable Supporting Documents
2. Per the VPPA § 2.2-4303. (Effective January 1, 2025) Methods of Procurement, Newport News Public Schools will provide an option to submit electronic copies of the requested bid/proposal through electronic means. All bids/proposals may be submitted electronically online via eVA using the Bidder’s established eVA Supplier Account. The entire bid/proposal response including any / all attachments and any / all addenda must be submitted electronically via eVA no later than the closing date and time stated in the solicitation posting. Faxed, mailed, or emailed bids will not be accepted.

To learn how to submit an online bid/proposal in eVA please refer to the online supplier training page at:

The link to the video “Viewing and Responding to Solicitations” can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>

It is the responsibility of the Bidder/Offeror to ensure all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting.

Bidders/Offerors should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.

3. **Proposals must be submitted electronically through eVA. Proposals received by telephone, telegraph, facsimile, email, physical mail, or any other means of electronic or paper transfer outside of eVA will not be accepted.**

4. Offerors may quote contents from the RFP in their proposal; however, in the event of a discrepancy between quoted contents from the RFP (including subsequent attachments or addenda) and the RFP language incorporated in the Offeror’s proposal, the language in the official RFP publication (including subsequent attachments or addenda) shall prevail.

V. EVALUATION AND AWARD CRITERIA:

After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors’ responses to the information requested in this RFP.

The following weighted criteria will be used in the evaluation process:

Criteria	Weight (PTS)
Experience	35
Capabilities and Skills	30
Price	20
Services to be Provided	15
Total	100

Exceptions/Alternatives will also be considered.

Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations and/or may request a no-cost trial access to the software. Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.

After negotiations are completed, NNPS will select the Offeror who, in NNPS’s opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

A. Presentation/Demonstration:

If in NNPS’s opinion, vendor presentations are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at a NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror’s expense.

Trial Access:

If in NNPS’s opinion, vendor software trial access is warranted, NNPS will notify the appropriate vendors. Such trial access will be available to NNPS, with test data already inputted, for a period of time mutually agreed between NNPS and Offeror and will be at the Offeror’s expense. Direct integration with other NNPS systems is not required during the trial access. Trial access will be facilitated by the contracting officer for RFP committee members. Individuals not actively involved in this RFP process will not be granted access to the trial system.

B. Preparation of Proposals:

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

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

Experience

Provide a concise description of all work experience as they relate to the scope of work outlined herein. Description should include, but not be limited to:

- Offeror's established experience record in providing comparable services to organizations similar to NNPS.
- Number and types of customers the Offeror has served with comparable services.
- Number of years Offeror has been providing these types of services.
- A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.
- Other available documentation to verify Offeror's experience.
- A minimum of five (5) references, outside of NNPS, for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS'. For each reference, detail:

- Name of firm
- Address of firm
- Name, title, address, email address, and phone and fax number of a contact for the firm
- Number of years Offeror has served the firm and
- Brief summary of scope of services provided.

Capability and Skills

Describe the qualifications and skill of the organization to provide the services to NNPS for contracted services on an as needed basis through the term of the contract. Said description should provide, but not be limited to the following information:

- a. Background information about the organization (e.g. philosophy, ownership, size, facilities and locations, etc.)
- b. Offeror's management structure of the firm (e.g. organization chart of the firm, project team, etc.)
- c. Size and location of the office that will serve the NNPS.
- d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
- e. Qualification and resumé of personnel providing services for the performance of the contract.
- f. Name, title, address, email address, phone and fax number, and work hours of the Offeror's Contract representative for the following functions:
 - Contact for prompt contract administration upon award of the contract
 - Contract during the period of evaluation

Authorized agent to accept any notices provide for in this contract.

- g. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
- h. A detailed history of all mergers or acquisitions.
- i. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
- j. A detailed list of contractor licenses held, including license class and number.
- k. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company financial status and capability to perform under this contract. Include any financial ratings held by the firm.
- l. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

Services to Be Provided

Provide a detailed description of the services to be provided under this contract. Description is to address, at a minimum:

- a. An introduction –An overview of Offeror’s understanding of the scope of work and services to be provided.
- b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness. Innovative solutions will be considered by the NNPS.
- c. EACH of the Specific Requirements set forth under the Scope of Work specified in the RFP.
- d. A detail of any assistance, equipment or other items the Offeror will require the NNPS to furnish under this contract.
- e. A statement explain why the Offeror’s proposed solutions would be the most advantageous to the NNPS.
- f. Describe the one attribute the places the Offeror ahead of the competitions.

Price

- a. Complete and submit with the proposal the proposed pricing.
- b. Offeror is to provide any additional pricing information and/or alternative pricing structures offered or recommended for the services being requested in this RFP, in a separate attachment and include it in its proposal.
- c. Offeror’s prices will be subject to negotiations.
- d. After negotiations and award of this contract, Successful Offeror’s pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions. Any proposed increases in price will only take effect during the contract term following the request for price increase. The request for price increase must be submitted by Contractor at least sixty (60) days prior to the start of the new term and is limited to the percentage increase documented in the CPI for the 12-month period immediately preceding the request.

Exceptions/Alternatives

Detail any exceptions taken to the Scope of Work, and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not to incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

C. Cost of Responding:

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

D. Cooperative Procurement:

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful contractor(s). Newport News Public Schools acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies. In the event these entities opt to participate under any contract awarded as a result of this solicitation, each will enter into a separate contract directly with the Successful Bidder or Bidders, incorporating all terms and conditions set forth in this contract, including incorporated best and final offers. Each entity will be responsible for the contract administration of its contract directly with the Contractor.

VI. GENERAL TERMS AND CONDITIONS

A. Contract Document:

This RFP, its addenda, Successful Offeror’s proposal, any additional information requested, and negotiated changes will constitute the final contract hereafter referred to as this “contract” upon notice of award. These documents will be

incorporated by reference into the NNPS purchase order encumbering funds in accordance with this contract. This contract shall be governed by the contract documents in the following order of precedence:

- 1) This RFP document;
- 2) Any negotiated changes to the foregoing documents; and
- 3) Offeror's proposal

B. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

C. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope, or if submitting electronically a completely separate document, clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney, or the city of Newport News attorney, for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

D. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a contract modification or change order/purchase order.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

F. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

G. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

H. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

I. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

J. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

K. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anti-collusion/nondiscrimination statement.

L. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

M. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

N. Non-Performance:

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

O. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

P. Termination With Cause/Breach:

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

Q. Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:
Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.
Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

R. Applicable Law:

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

S. Compliance With All Laws:

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

T. Venue:

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

U. Severability:

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

V. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

W. Tax Exemption:

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

X. Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders

issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

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

Y. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Z. Warranty/Guarantee:

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

AA. Payment Terms:

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

Special Educational or Promotional Discounts

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

BB. Prompt Payment:

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

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

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

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

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

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

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

CC. Payment by Electronic Funds Transfer (EFT)

(a) Method of payment.

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

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

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

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting

Department (hereafter referred to as “Accounting”) *no later than 15 days prior to submission of the first request for payment*”. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

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

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

(d) Suspension of payment.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757) 591-4511

Kimberly Powell, *Accounting Supervisor*

Kimberly.Powell@nn.k12.va.us

DD. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any

other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

EE. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

FF. Award:

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

GG. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the *Proprietary Information/Disclosure* section of this RFP.

HH. Exclusivity:

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

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

VII. SPECIAL TERMS AND CONDITIONS

A. Contract Term:

This contract term shall be for two (2) years, commencing on the date of award.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for eight (8) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

C. Time is of the Essence:

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

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this RFP. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER AND THE ISSUING OFFICE SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER AND THE ISSUING OFFICE SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$5,000,000
Professional Liability	\$5,000,000
Miscellaneous Errors and Omissions, Including Intellectual Property Rights And Copyright Infringement Coverage	\$1,000,000

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

E. Unauthorized Disclosure of Information:

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

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

F. CERTIFICATION REGARDING DEBARMENT

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

Signature of Official

Date

Name of Official

Title of Official

Firm or Corporation

G. Copyright/Patent Indemnity:

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

H. Data Security Clauses:

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

repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no NNPS data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Newport News Public Schools.

8. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all NNPS data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of NNPS, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A -see <http://csrc.nist.gov/>.
9. Security Breach Notification. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to:
 - a. Notify NNPS by telephone and e-mail of such an event within 24 hours of discovery, and;
 - b. Assume responsibility for informing all such individuals in accordance with applicable law, and;
 - c. Indemnify, hold harmless and defend NNPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
10. Right to Audit. Newport News Public Schools or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of Newport News Public Schools’ data. Newport News Public Schools will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of NNPS or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE16 SOC Type II review, NNPS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE16 SOC Type II review for testing the controls that have an impact on NNPS data. Audits will be at Newport News Public Schools’ sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.
11. Industry Standards. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the: Center for Internet Security -see <http://www.cisecurity.org> Payment Card Industry/Data Security Standards (PCI/DSS) -see <http://www.pcisecuritystandards.org/> National Institute for Standards and Technology -see <http://csrc.nist.gov> Federal Information Security Management Act (FISMA) -see <http://csrc.nist.gov> ISO/IEC 27000-series -see <http://www.iso27001security.com/> Organization for the Advancement of Structured Information Standards (OASIS) -see <http://www.oasis-open.org/>.
12. Vendor agrees to provide SSAE 16 (SOC 1) Standard Type II reports to NNPS Contract Administrator annually which document verification of controls tested. Annual date determined to be thirty (30) days prior to the established contract renewal date.

RFP# 012-0-2026/JP - Pupil Transportation Management System

Attachment A: Pricing Proposal Worksheet

*** Please include any additional pricing on supplemental pages ***

Offeror Name:

A. Implementation Costs		
List all costs associated with implementation.		
Item	Description	Price
1	Project Mangement	\$
2	Configuration	\$
3	Interface / Integration Design, Development, and Implementation	\$
4	Data Conversion and Migration	\$
5	System and Functional Testing	\$
6	Staff Training	\$
7	Transition Operations	\$
8	Post Go-Live Support	\$
9	Software	\$
Total Implementation Cost (Items 1 through 9)		\$

B. Maintenance Costs		
List all license and support costs associated with ongoing use.		
Item	Description	Price
1	Annual Fee (Year 1 - Initial Term)	\$
2	Annual Fee (Year 2 - Initial Term)	\$
3	Annual Fee (Year 3 - Optional Renewal Year)	\$
4	Annual Fee (Year 4 - Optional Renewal Year)	\$
5	Annual Fee (Year 5 - Optional Renewal Year)	\$
6	Annual Fee (Year 6 - Optional Renewal Year)	\$
7	Annual Fee (Year 7 - Optional Renewal Year)	\$
8	Annual Fee (Year 8 - Optional Renewal Year)	\$
9	Annual Fee (Year 9 - Optional Renewal Year)	\$
10	Annual Fee (Year 10 - Optional Renewal Year)	\$
Total Maintenance Cost (Items 1 through 10)		\$

Grand Total		
Grand Total of all costs.		
Item	Description	Price
1	A. Implementation Cost Total	\$
2	B. Maintenance Cost Total	\$
Grand Total of A and B (Implementation and Maintenance)		\$



**November 12, 2025
Addendum #1
FOR IMMEDIATE ATTENTION**

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal:	RFP# 012-0-2026/JP – Pupil Transportation Management System
For Delivery To:	Newport News Public Schools
Proposals Due:	December 01, 2025 at 2:00 PM EST

The above is hereby changed to read:

1. **Specific Requirements:** Section A - Transportation Database, number 8, “*Create and maintain daily bus seating charts for contact tracing purposes.*” shall be changed to read “*Create and maintain daily bus seating charts.*”
2. **Responses to Pre-Proposal Questions:** Please see the following.
 - a. Could you provide a date for the notification of award?
It is NNPS’ intent to issue award within 120 days of the RFP closing date. Notice of Award or No Award issuance is tentative and dependent upon the number of proposals received, evaluation, and negotiation timeline.
 - b. Could you provide an asset list?
We are assuming this in regard to buses with equipment. 306 school buses equipped with GPS and tablets from CalAmp.
 - c. How many vehicles does the District anticipate will need the transportation management system?
306hool buses.
 - d. Are there existing vendors that offer similar services currently?
We are currently using Edulog for routing and CalAmp for GPS and tablets.
 - e. What are the specialized equipment referred to in the RFP?
Specialized equipment refers to car seats, safety vests, wheelchairs, etc.
 - f. Is there a planned timeline for finalist demonstrations?
Not at this time.
 - g. What equipment is currently on the vehicles for navigation and tracking?
GPS units and tablets from CalAmp.
 - h. Will a list of meeting attendees be sent out?

This has been posted to eVA along with this addendum.

- i. What model tablets are currently installed on the bus?
Kiron 2, supplied by CalAmp.
- j. Item 8 in RFP states Create and maintain daily bus seating charts for contact tracing purposes – can you explain further?
Disregard the contact tracing. The ability to create seating charts within the system is a requested capability.
- k. How can we get information from Edupoint for import/export?
We currently have a flat file coordinated between transportation and the Synergy team, daily downloads through a flat file.
- l. Who creates the seating chart – is it done automatically?
The assigned driver will create the seating charts if the capability exist.
- m. Can you explain the terms: effective and retire date for the student. [RFP lines 13 and 14]
This refers to moving a person out of the system. Will need the ability to access retired data for reporting purposes.
- n. Is there an existing digital list of current bus stops?
Yes, we have a digital list of bus stops within our current system.
- o. How could we avail ourselves of data from existing system?
This won't be available until we issue an award.
- p. Please advise if submitting electronically, if a separate electronic Redacted Copy is required for submission or just a version with our Proprietary markings?
A separate electronic document containing the proprietary information, or, a separate redacted copy of the proposal submission removing proprietary information, is required.
- q. Will there be a public bid opening? May we attend in person? Or virtually? What information will be provided?
There will be no public bid opening for this solicitation.
- r. Please advise of the anticipated start date/performance date of this contract.
Dependent upon the award date. The school district is also undergoing school and transportation analysis that will be ongoing during this school year.
- s. Please advise of the anticipated award date of this contract.
It is NNPS' intent to issue an award within 120 days of the RFP closing date. Notice of Award or No Award issuance is tentative and dependent upon the number of proposals received, evaluation, and negotiation timeline.
- t. How many vehicles does the District anticipate will need the transportation management system?
302 Type C school buses, 4 Type A buses.

- u. Please provide a breakdown of the District’s fleet by vehicle type and quantity per type (e.g. 25 Type A, 100 Type C, etc.).
302 Type C, 4 Type A.
- v. Do all vehicles require the software solution (routing, etc)?
Yes.
- w. Please advise when responses to questions will be issued.
Reference this addendum.
- x. Regarding RFP Page 15, under the Price Section, it states that “Offeror is to provide any additional pricing information and/or alternative pricing structures offered or recommended for the services being requested in this RFP.” Could you please confirm whether this means the offeror may submit its own alternative pricing sheet instead of completing “Attachment A: Pricing Proposal Worksheet”? We need to include pricing for software and hardware in addition to the implementation and maintenance costs listed in Attachment A.
Attachment A is required. Additional or alternative pricing shall be a supplement to Attachment A.
- y. Regarding Training Requirements, Could the District please clarify which types of users will require training and approximately how many users of each type? For example: routers, dispatchers, drivers, IT staff, district administrators, district office staff, field trip staff, fleet maintenance personnel, attendants/monitors, etc.
District training requirements:
 - a. **Lead Transportation Analyst - 1**
 - b. **Routing – 2**
 - c. **Dispatchers – 6**
 - d. **Supervisors – 9**
 - e. **Area Keys – 11**
 - f. **Fleet Maintenance – 3**
- z. Please provide an estimated budget range or any pricing restrictions for the routing software and associated services.
NNPS does not release internal budget information.
- aa. Regarding the pricing proposal, shall we provide 10 years cost/pricing? Is the 20% weighting for pricing based solely on 2 years costs? Or is it evaluated on the total cost over the full 10-year term?
The points for pricing are awarded based upon the completed Attachment A.
- bb. Does the district have an anticipated date for finalist presentations for vendors that are selected to move on to that phase? Would they be held in person or virtually?
Not at this time. NNPS’ intention is for this to be held in-person at a NNPS location.
- cc. What routing solution is the district currently using?

EduLog.

dd. What is the total number of vehicles in your fleet? Please break down by route busses, spares, special needs vans, shuttles, etc.

302 Type C, 4 Type A.

ee. How many buses currently have the Synovia/CalAmp GPS hardware installed? If not all buses have GPS installed, is there any interest in purchasing additional GPS units?

4 Type A buses, 302 Type C Buses.

ff. What is the expected date for a decision and an award to the selected vendor?

It is NNPS' intent to issue award within 120 days of the RFP closing date. Notice of Award or No Award issuance is tentative and dependent upon the number of proposals received, evaluation, and negotiation timeline.

gg. What is the desired date for taking delivery of the software and starting training?

Dependent upon the award date. The school district is also undergoing school and transportation analysis that will be ongoing during this school year.

hh. What is the desired date for full implementation/go live of the specified software systems, including all district, student, map, route, field trip and other required data?

Dependent upon the award date. The school district is also undergoing school and transportation analysis that will be ongoing during this school year.

ii. How many users will require full access licenses and training for the routing software?

32-35.

jj. Will any contractor personnel need full access licenses and training? If so, how many?

No.

kk. Regarding training, would the district be open to a hybrid training approach of onsite and virtual training?

The district will prefer on-site training for lead administrators and routers. Hybrid approach can be used for other users.

ll. Does the district have any tablets currently installed on district vehicles? If so,

a. What type/model tablets are they and how many vehicles have them?

Kiron 2, supplied by CalAmp, 306 installed vehicles.

b. Is the district interested in upgrading or purchasing new tablets as part of this request? How many vehicles would you plan to equip with tablets?

This will be based on the functionality of the tablets and if they are compatible with our time and attendance software.

- c. Would you be looking for the vendor to install the tablets? Would any old tablets or hardware need to be removed by the vendor as well?
We would install our own.
- d. Would any be installed on 3rd party contractor vehicles? If so, does the district have a contract to allow them to do that?
No.
- mm. Does the district have a preferred cell carrier through a district contract?
T-Mobile.
- nn. Would the district like RFID scanners for students to swipe on and off the bus? If yes, - **We already have RFID scanners.**
 - a. How many vehicles would you plan to equip with RFID scanners?
All vehicles are equipped with ID scanners.
 - b. How many students would be issued cards? Are RFID cards currently used?
Students already have ID cards. We will be keeping our same vendor that provides ID cards, printers and RFID scanners.
- oo. How many total drivers, including substitute drivers, aides, etc. would need access to the in-vehicle tablet for student tracking purposes?
All our buses are equipped with tablets that provide the bus driver/bus assistant the ability to clock in/out (time and attendance) and for student ridership.
We have 324 driver FTE, 103 Assistant, and 14 Area Key Driver FTE positions. These will all need the ability to access on bus tablet.
- pp. As part of this RFP request, is the district interested in:
 - a. Driver navigation software to be used on an in-vehicle tablet?
Yes, as long as it can be set to black-out while driving.
 - b. A parent tracking application with more specific student/tracking information separate from the portal used by the public with more general stop/route information?
Yes.
 - c. Fleet maintenance software? If yes, how many assets would be tracked by the software?
Please make this information available for the district to consider.
- qq. Is it the district's intent that district staff will place the district's existing stops and build the district's existing bus runs in the system during the training process, or does the district expect the vendor will implement everything noted above?
 - a. If it is the district's intent that district staff will place the stops and build the runs, then the below questions can be disregarded.
 - b. If it is the district's intent that the vendor will implement everything noted above, please answer the following questions:

- i. Regarding the route structure for your bus runs, are you picking up K-12 all in one bus run (i.e., single tier)? Do you pick up high school students and drop them off, then pick up middle school students and drop off, and then elementary school (i.e., three tiers)?
We have three-tier system.
- ii. What is the total number of individual runs/trips performed by all general education buses in the morning? (Ex: If 15 vehicles do a High School / Middle School run, then 17 vehicles do an Elementary run, that is 32 AM runs/trips total.)
407.
- iii. How many general education runs/trips in the afternoon?
407.
- iv. Are the afternoon bus runs essentially a 'mirror' of the morning runs? (Same core stop locations? Buses generally run in the same area AM & PM?)
There are some differences based on students.
We run mostly unmirrored morning to afternoon routes.
- v. How many special needs runs operate in the morning? How many in the afternoon?
65 for both
- rr. Does NNPS have a county GIS department we can work with to determine map source?
Yes, we have one at the City-level.
- ss. How many admin level users will require training for the proposed solution?
2-3.
- tt. For the requested onsite training, can one location be used to train all desired admin level users? If not, how many locations will be used?
Yes.
- uu. How many total vehicles are used to transport students daily? Please specify total number of buses and alternative vehicles like vans.
306 Yellow Buses & 10 white fleet activity buses.
- vv. How many of these vehicles are equipped with GPS devices?
All vehicles are equipped with GPS.
- ww. Are all GPS devices provided by CalAmp? What is the make and model of the devices in use?
Yes. Make: CalAmp, Model: LMU4233.
- xx. How many of these vehicles are equipped with a tablet and tablet mount? Please specify the make and model of the tablet and tablet mounts currently in use?

All 306 buses are equipped with tablet and ram mounts. Make: CalAmp, Model: Kiron 2.

yy. What hardware and practices are in use today to capture student ridership? Please provide any vendors supplying student tracking equipment, and describe and NNPS policy for tracking ridership.

CI Solutions is our current vendor and provides the RFID scanners, ID card printers and ID cards. The district requires students to wear their ID cards throughout the day and use them to scan on and off the bus.

zz. If applicable, is NNPS seeking new GPS, tablet and tablet mounting devices? If yes, please specify each, and how many vehicles to be equipped with the hardware.

We would be interested in looking at what a vendor has to offer. We would be looking at 302 Type C buses and 4 Type A buses.

aaa. How many locations are the vehicles stored?

3 locations with one having a maintenance facility.

bbb. For hardware installation, how many locations are the vehicles stored? If multiple, can the fleet be consolidated to one location for install? If not, how many locations would be needed for install?

3 locations. Entire fleet cannot be consolidated at one location, but buses can be shuttled in for installation.

ccc. How many drivers will require training for a proposed, onboard tablet solution?

We will conduct our own training of the fleet.

ddd. For the requested timeline for training, what is the desired start date for implementation, and desired go-live date?

Dependent upon the award date. The school district is also undergoing school and transportation analysis that will be ongoing during this school year.

eee. What is the target award date for this RFP?

It is NNPS' intent to issue an award within 120 days of the RFP closing date. Notice of Award or No Award issuance is tentative and dependent upon the number of proposals received, evaluation, and negotiation timeline.

fff. What active directory platform is in use by NNPS for the requested integration?

Microsoft Active Directory

ggg. How many students does NNPS need student tracking capabilities for?

A little over 19K students.

hhh. Can NNPS provide in CSV file format for the following: pre-approved bus stop addresses, bus stop classifications, boundaries (walk, hazard, district, etc.) school buildings with addresses, bell times, programs, walk to stop limits per school and

grade, employees, vehicles, vehicle features, students, student accommodations?
Please list any other CSV files CCPS can provide to be utilized in implementation.

A list can be provided once a contract is awarded.

- iii. Based on the following definition of a run, how many runs does the district operate?
 - a. “A run is defined as when a bus begins empty, picks up students, and then drops them off, leaving the bus empty. A single bus would typically have multiple runs throughout the day.”
 - b. Example:
 - i. In the morning, Bus 100 has 1 high school run, 1 middle school run, and 1 elementary school run.
 - ii. In the afternoon, Bus 100 has 1 high school run, 1 middle school run, and 1 elementary school run.
 - iii. Bus 100 has a total of 6 runs.
 - c. **407**

All other provisions of the RFP shall remain unchanged.

Sincerely,

John Pack Jr.
Senior Procurement Specialist
Newport News Public Schools
john.pack@nn.k12.va.us
(757) 591-4500 ext. 10755

Acknowledgement of Receipt of this Addendum:

Name of Firm

Name and Title

Date



Optional Pre-Proposal Conference Agenda

October 29, 2025 at 1:00 PM EST

RFP #012-0-2026/JP – Pupil Transportation Management System

Location: Zoom Virtual Meeting

NNPS Staff:

John Pack Jr., *Senior Procurement Specialist* (facilitator)

Shay Coates, *Executive Director of Transportation*

Sharon Moore, *Supervisor of Transportation*

John Payne, *Transportation Information System Analyst*

Michele Bishop, *Edulog Data Specialist*

Nicole Massey, *Edulog Data Specialist*

Prospective Offerors on the Zoom Call:

Carter Young, *Sales Support Manager* (Education Logistics)

Mark Schwartz, *Bus Dev* (Kevadiya, Inc.)

Krystal Cruz, *RFP Manager* (Pathwise)

Stephanie Torres, *Proposals Manager* (Zum Services, Inc.)

Kimberly Warren, *Proposal Manager* (Zum Services, Inc.)

April Vadisirisak, *Coordinator* (Zonar)

Zach Moren, *Sales Engineer* (Transfinder)

Tara Clark, *Proposal Manager* (Transfinder Corporation)

Sarah Skinner, *Vice President of Strategic Partnerships* (Zum)

Andy Xie, *Sales Finance* (Zum)

Andrey Schevchenko, *Founder* (CodeBright, LLC)

Moyo Fakeye, *Director* (Precision Management Solutions)

Optional Pre-Proposal Conference: This conference is held to answer any questions regarding the RFP. Any changes determined necessary as a result of this conference will be formally addressed by the issuance of an addendum on eVA and the NNPS Purchasing webpage. Attendance is not mandatory, but it is advisable.

- 1. Purpose:** The purpose of this RFP is to solicit sealed proposals from qualified Offerors to provide a Pupil Transportation Management System to Newport News Public Schools. No services shall begin without a NNPS purchase order issued against the awarded contract for services.

NNPS invites any qualified Offeror to submit a proposal. Offerors responding to this request must be responsible, regularly and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work. Currently NNPS has no active contract for a modern Pupil Transportation Management System, but have been maintaining the current system in place since 1995. NNPS' current system is Edulog (Education Logistics).

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



All questions and communication shall only be made with the Procurement Officer facilitating the RFP.

3. **RFP Deadline:** Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be retained in the Purchasing Office and marked "Late". **Proposals are due December 01, 2025 at 2:00 PM EST, unless otherwise changed in a subsequent addendum.**

4. **Deadline for Questions:** Offerors must submit questions regarding the Request for Proposal in writing to the Issuing Office at john.pack@nn.k12.va.us no later than **November 03 at 10:00 am EST**. Necessary replies will be issued to all Offerors of record as an addenda that shall become part of the contract documents. **Oral discussions do not form a part of the Proposal documents.** Keep in mind, any questions asked during the pre-proposal conference must also be submitted in writing to the issuing office for inclusion in the addenda.

5. **RFP Submission:** Per the VPPA § 2.2-4303. (Effective January 1, 2025) Methods of Procurement, Newport News Public Schools will now provide an option to submit electronic copies of the requested bid/proposal through electronic means or hard copies/paper submissions. All bids/proposals may be submitted electronically online via eVA using the Bidder's established eVA Supplier Account. The entire bid/proposal response including any / all attachments and any / all addenda must be submitted electronically via eVA, no later than the closing date and time stated in the solicitation posting. Faxed, emailed, and mailed bids will not be accepted.

Proposals received by telephone, telegraph, facsimile, email, link, or any other means of electronic transfer other than eVA **will not** be accepted.

Refer to the RFP, Section IV.H. Proposal Submittal requirements. If you wish to redact any information, submit trade secrets or other proprietary information, this must be submitted in a separate document and clearly marked "PROPRIETARY", or your firm can submit a redacted version of your proposal submission marked "REDACTED." **Remember, an all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.**

6. Evaluation of Proposals:

The following weighted criteria will be used in the evaluation process:

Criteria	Weight (PTS)
Experience	35
Capabilities and Skills	30
Price	20
Services to be Provided	15
Total	100

Exceptions/Alternatives will also be considered.



7. Terms and Conditions: Please review and pay close attention to the General and Special Terms and Conditions of the RFP.

8. Questions from Prospective Offerors