

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS

Issue Date: August 25 2016

RFP #: 2009

Title: Balancing Elementary Attendance Zones/Bus Routing Efficiency

Classification Code: 91896

Issuing Agency:

County of York, Virginia
Central Purchasing
P.O. Box 532
120 Alexander Hamilton Blvd.
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County School Board of York County, VA.
York County School Board
302 Dare Road
Yorktown, Virginia 23692

Sealed Proposals Will Be Received Until September 16, 2016.

NOTE: Three (3) copies of your Proposal are required. All Inquiries For Information Should Be Directed To: Victor Robinson, Buyer, Telephone: (757) 890-3680. (victor.robinson@yorkcounty.gov)

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request For Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page).

Name and Address of Offeror:

_____ Date: _____

_____ By: _____
Signature In Ink

_____ Type/Print Name: _____

Telephone No.: (____)_____ Title: _____

E-mail Address: _____ Federal Tax ID#: _____

State Corporation Commission (SCC) # _____

1. PURPOSE:

The County School Board of York County, Virginia is seeking professional consulting services to provide options for balancing enrollment in 10 existing elementary schools and for creating an attendance zone for a new elementary school. An analysis of regular education bus routing efficiency for all schools should also be conducted. Further details are included below in the scope of work.

2.0 SCOPE OF WORK:

A. The attendance zone analysis should include, but not limited to, the following:

- Create 3 reasonable long-term prioritized options for balancing elementary attendance zones in ten elementary schools
- Create a plan/process for the involvement of stakeholders in the development of options
- Create attendance zone options for a new elementary school
- Create secondary feeder pattern options for students zoned for the new elementary school
- Provide maps, graphics and associated data to visually represent students affected by each option
- Indicate a list of addresses indicating boundaries, street names and intersections for each option
- Include in each option the ability of rising fifth graders and siblings to remain in their current school
- Use the following criteria in the development of new attendance zones:
 - Maintain a maximum elementary school size of 700 students
 - Avoid separating neighborhoods between zones, to the maximum extent possible
 - Consider the proximity of students to schools
 - Consider the effect of creating or eliminating split feeder patterns (sending elementary or middle schools to two or more middle or high schools)
- Set attendance zone boundary lines along geographic features such as roadways and waterways, etc.
- Evaluate the effect of attendance zones changes on bus routes and travel time
- Accommodate required instructional programs with appropriate facility requirements
- Review enrollment trends and the effect of approved and proposed residential development as options are created

- B. The analysis of regular education bus routing efficiency should include, but not limited to, the following:
- Conduct an analysis of current regular education bus routes/stops to determine the most cost effective utilization of buses
 - Provide 3 prioritized options for regular education bus routing efficiency for existing and proposed attendance zones
 - Provide transportation options for creating later high school start times
 - Utilize traffic data and the geography of York County, VA in the development of each option
- C. Each option should include an analysis of the financial impact (transportation and staffing) to the York County School Division and the potential impacts to students.
- D. The successful offeror shall provide a draft report to the County School Board of York County, Virginia regarding options for balancing elementary attendance zones by December 5, 2016 and for bus routing efficiency by February 15, 2017. Any graphics included in the reports shall be submitted in color.
- E. The final report for balancing elementary attendance zones shall be completed by December 15, 2016 and the final report for bus routing efficiency shall be completed by February 28, 2017.
- F. Upon approval of the final draft, the offeror shall submit two bound copies of the final reports along with an electronic copy of the document to the York County School Division.
- G. The offeror shall present a formal presentation and report for balancing attendance zones and recommendations to division staff and to the School Board on January 9, 2017 and the formal presentation and report on bus routing efficiency on March 6, 2017.
- H. All design documents and printed reports become the property of the York County School Division.
- I. Division Information

The York County School Division is located in York County, Virginia on the Lower Peninsula. It is comprised of 10 elementary schools, 4 middle schools, 4 high schools and 1 charter high school. The County's population is highly concentrated in the lower County which represents 48.2% of the County's land area but is home to approximately 80% of its residents. Almost 60% of the land in the upper County is federal property and is largely uninhabited.

As new residential developments continue to be built in certain areas of the county, enrollment in some elementary schools has increased or has the potential to increase. This growth places enrollment in some elementary schools beyond the building's instructional capacity. Elementary enrollment projections also indicate continuing enrollment pressure.

Elementary School Information			
Elementary Schools	Building Capacity	Instructional Program Capacity	Enrollment 4/28/16
Bethel Manor Elementary School	698	608	595
Coventry Elementary School	708	630	579
Dare Elementary School	517	428	391
Grafton Bethel Elementary School	703	630	626
Magruder Elementary School	740	563	638
Mount Vernon Elementary School	782	653	543
Seaford Elementary School	620	563	455
Tabb Elementary School	777	743	628
Waller Mill Elementary School	297	225	321
Yorktown Elementary School	734	608	699
Total	6,576	5,651	5,475

Notes:

1. Elementary enrollment data does not include Pre-Kindergarten students
2. Waller Mill Elementary School capacities will increase with the completion of a classroom addition in FY17.

FY16 Transportation Information	
Category	Number
Regular Education Students Transported Daily	9,100
Number of Daily Routes	132
Number of Special Education Routes	35
Number of Regular Education Routes	97
Number of Bus Assistants	25

3.0 PAYMENTS:

The Owner shall pay to the Provider the lump sum fee \$_____ for each phase of the services provided according to the following schedule. Payment shall be made upon completion of each phase of the Scope of Work as specified in the Request for Proposals (RFP#2009)

	<u>Dollars Amount</u>	
Phase 1 – Balancing Elementary Attendance Zone Phase	\$_____	(60%)
Phase 2 – Completion of Bus Routing Efficiency Phase	\$_____	(40%)
	\$_____	(100%)

4.0 GENERAL TERMS AND CONDITIONS:

Offeror shall outline a process/timeline for the completion of the project, including the process for community involvement. Final attendance zone and bus routing information must be uploadable into the Division’s transportation database.

4.1 USE OF OWNER FORM:

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to this RFP should address all aspects of the request and must include a signature of the Offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time. Offerors should expressly address issues indicated by the evaluative criteria, Section 6.0.

4.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Owner after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that its proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

4.4 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

4.5 ETHICS IN PUBLIC CONTRACTING:

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

4.6 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Offeror, in all solicitations for advertisements for employees placed on behalf of Offeror, will state that Offeror is an equal opportunity employer.

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.

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

- b. Offeror will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, *et. seq.*, the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.7 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

4.8 INDEMNITY AGREEMENT:

The following shall be deemed included as a condition of any contract awarded as a consequence of this bid:

Offeror and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with, the performance of the Contract and shall indemnify the County School Board of York County, Virginia, its agents, officers and employees against and save the County School Board of York County, Virginia, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against the County School Board of York County, because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the County School Board of York County, Virginia, its agents, officers, and employees. Compliance by the Offeror with the insurance provisions hereof shall not relieve Offeror from liability under this provision.

Offeror and all subcontractors guarantee to save the County School Board of York County, Virginia, its officers, and employees, harmless from liability of any nature or kind for use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Offeror is not the patentee, assignee or licensee.

Should Offeror, its employees, servants or agents (including subcontractors) use any of the County School Board of York County, Virginia's equipment, tools, employees, or facilities, such will be gratuitous and Offeror shall release the County School Board of York County, Virginia

its agents, officers, and employees, from and indemnify and save harmless the County School Board of York County, Virginia its agents, officers, and employees, From and against ant claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof Or ant alleged negligence of the County School Board of York County, Virginia in permitting the use thereof.

5.0 INFORMATION FOR OFFERORS RESPONDING TO REQUEST FOR PROPOSAL:

- 5.1 Award will be made to the most responsible and responsive Offeror in accordance with the procedures set out in Section 8.0, below.
- 5.2 Acceptance of a proposal by the Owner is not an order to proceed.
- 5.3 All proposals must be signed with the offeror's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. In the case of a Corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the offeror's name using the term "member of the firm" or "general partner." In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 5.4 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 5.5 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.6 All prices and quotations must be in ink or typewriter. No erasives permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by the person signing the proposal.

6.0 EVALUATIVE CRITERIA:

The following evaluative criteria will be used in the review of proposals submitted as a result of this solicitation:

EVALUATION SCORESHEET

Offeror:

Criteria Element	Weight	Amount
1. Familiarity with consult type and experience in analyzing attendance zones and bus routing	20	
2. Demonstrated ability and capacity of offeror to create attendance zones and and create efficient bus routes	10	
3. Documentation of quality of prior work in the Commonwealth of Virginia, related to attendance zones and bus routing	10	
4. Profiles of the personnel in the firm, to include prior experience developing attendance zones and creating bus routes	10	
5. Demonstrated ability to perform or provide the service on time.	15	
6. Experience, qualifications and credentials of the Offeror's professionals and staff to be assigned to the project,	15	
7. Proximity of Offeror's office or branch office to Yorktown, Virginia.	10	
8. Completeness and professional quality of proposal submitted.	10	

TOTAL

7.0 SPECIAL TERMS AND CONDITIONS:

7.1 Only offerors with previous experience in providing this type of services are requested to submit proposals. Three (3) copies of your proposal will be required for use by the Evaluation Committee.

7.2 Upon successful completion of negotiations with the Owner as set out in Section 8.0, below, the Firm must complete all required formalities related to executing the Agreement (obtaining the certificate(s) of insurance, obtaining the corporation board's resolution, if applicable, authorizing execution of the Agreement, and execution of the Agreement itself) within five (5) working days of receiving the final Agreement document from the Owner. The certificate of insurance, corporation board resolution and executed copies of the Agreement must be delivered to the Central Purchasing Division on the sixth (6th) working day after the Offeror receives the final draft of the Agreement from the Central Purchasing Division.

7.3 INSURANCE:

The Offeror shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Offeror and shall deliver certificates of Insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the County School Board of York County, Virginia, it's Officers, Agents, and employees as Additional Insured, with primary status, without participation from the County School Board of York County, Virginia insurers (on Form No.GL-20-10, or its equivalent) on The General Liability policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein. "Further, the successful Firm agrees they shall immediately notify, in writing the Owner of any changes, modifications, and/or termination of any insurance coverage and/or policies required by the resulting contract.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement
Coverage B - \$100,000 per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Property Damage.

Comprehensive General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Incidental Malpractice Coverage.

Broad Form Property Damage, including Completed Operations.

Personal Injury Coverage.

Employees as Additional Insureds.

Blanket Explosion, Collapse and Underground Coverage.

Liquor Law Liability.

Professional Liability Insurance

Unless waived by the School Division, the limit shall be a minimum of \$1,000,000

Umbrella Excess Third Party Liability, including Personal Injury, Property Damage,

Advertising Liability with Umbrella Coverage, to be at least equal to that provided by the underlying Liability Insurance listed in 1, 2 and 3 above.

Limits of Liability - \$1,000,000. Each Occurrence, \$1,000,000. Aggregate, 10,000. Self-Insured Retention

8.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in Section 6.0 of this Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions as outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If an Agreement which is satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until an Agreement can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, an Agreement may be negotiated and awarded to that Offeror. (Code of Virginia, 2.2-4301). At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.

9.0 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this RFP and any resulting contract.

10.0 DEFAULT:

In the event of a default by Offeror, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Offeror liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

11.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Va. Code Section 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Offeror within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

12.0 CONTRACT:

The written Agreement under which the Offeror will provide services to the Owner shall be in the form of the attached sample Professional Services Agreement. The final conditions of the resulting Agreement shall be negotiated between the Owner and the Offeror. Fee(s) for service is the primary matter for negotiation. Offerors should indicate in their proposal which clauses they would seek to modify if they were evaluated as one of the two top Offerors.

SCC REGISTRATION REQUIRED :

- 13.0 Offeror is organized as a stock or nonstock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Offeror must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Offeror allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this contract/agreement.

State Corporation Commission (SCC) Number _____

14.0 Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 12-13[R] effective September 19, 2012), and any revisions thereto.

15.0 PERMITS, LICENSES AND REGULATIONS:

The Offeror shall be responsible obtaining all necessary permits, professional licenses and the appropriate business licenses within the location of its business address, if so required by the laws of such jurisdiction, and shall upon request provide copies of such licenses to the Owner. Offeror shall be responsible for abiding by all applicable local, state, and federal laws and regulation.

16.0 Changes/Additional Services:

The Owner may, from time to time, require changes in the scope of the services of the Offeror to be performed hereunder. Such changes, which are mutually agreed upon by and between the Owner and Offeror, shall be incorporated in written amendments to this Agreement. No such

changes shall be binding on either party unless in writing and signed by both parties.

Certifications: In accordance with Virginia Code Section 22.1 - 296.1, Offeror shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students: have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

For purposes of this requirement, “direct contact with students” means being in the presence of students on school property during regular school hours or during school-sponsored activities.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, offeror or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the contractor shall provide the York County School Division with immediate notice of any event which renders their certifications untrue.

18.0 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

SERVICES CONTRACT
 AGREEMENT TO PROVIDE
 PROFESSIONAL SERVICES
 TO
 COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA

Agreement No. _____

This AGREEMENT entered into this ____ day of _____, 2016, by and between the County School Board of York County, Virginia (hereinafter the “Board”), and _____, (hereinafter “Provider”).

W I T N E S S E T H:

WHEREAS, the Board has the need for Provider to provide consultation on the medical aspects of adolescent sleep patterns to the various stakeholders of the York County School Division.

WHEREAS, the Provider is knowledgeable, experienced and capable of providing such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Provider: The Board agrees to engage the Provider and the Provider hereby agrees to provide professional services as set out in this Agreement. The parties agree that Provider is retained as an independent contractor and not as an employee of the Board and the parties agree that the services to be provided pursuant to this Agreement shall be provided

2. Scope of Services: The Provider shall do, perform and carry out in a competent and professional manner, and to the satisfaction of the Board’s Chief Operations Officer, professional services as listed on “Exhibit 1” (two page), attached hereto and incorporated herein.

3. Time of Performance: The services to be performed hereunder by Provider shall begin and end in accordance with the timeframe specified in the Request for Proposal (RFP2009), unless extended by mutual written amendment.

4. Compensation: The Board, subject to the continued and adequate appropriation of funds, agrees to pay Provider for services rendered pursuant to this Agreement on a schedule as listed on "Exhibit 2", attached hereto, to be made in two payments as set out in Request for Proposals and in paragraph 5 below, to the Provider for performing the services identified in Paragraph 2 above and on Exhibit 1. Provider agrees to render all services provided for herein for the said rates. Provider shall be entitled to no benefits or remuneration other than as provided for in this paragraph.

5. Method of Payment: The Provider will be paid upon presentation of an invoice to the Chief Operations Officer, detailing the scope of services, including the dates for which compensation is sought. Payment shall be made within thirty (30) days from receipt of invoice, provided the Board shall determine that all required services have been rendered competently and satisfactorily. The parties agree that no tax withholdings of any type will be made by the Board from any payment.

6. Changes: The Board may, from time to time, require changes in the scope of the services of the Provider to be performed hereunder. Such changes, if mutually agreed upon by and between the Board and the Provider, shall be incorporated in written amendments to this Agreement. No such changes shall be binding on either party unless in writing and signed by both parties.

7. Services and Materials to be Furnished by the Board: The Board shall furnish the Provider with all information, data, and material pertinent to the execution of this Agreement, to the extent such is reasonably necessary and is in the Board's custody and

control. The Board shall cooperate with the Provider in carrying out the services herein and shall provide adequate staff coordination and support to Provider.

8. Termination of Agreement:

a. If, for any reason, Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to Provider of such termination and specifying the effective date thereof. In the event of a default by Provider, the Board reserves the right to procure the services from other sources, and hold the Provider liable for any excess cost occasioned thereby. If, however, public necessity requires the use of services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

b. The Board and Provider agree that this Agreement may be terminated by the Board in its discretion, without cause, in the event that the funding for this service is terminated or the need for this service no longer exists. In such event the Board in its discretion may require Provider to provide services until funding on hand has been exhausted or until that time in which the service is no longer required. The Board and the Provider agrees that this Agreement shall be deemed terminated upon the failure of the Board to appropriate funds necessary for the payment of Provider's compensation or for any other purpose related to this Agreement.

c. This Agreement may be canceled by either party without cause provided fourteen (14) days written notice is given. Such notice shall specify the effective date of

such termination by the canceling party.

d. In the event this Agreement shall be terminated for any reason, the Board shall be obligated to pay Provider only for those services which have actually been rendered by Provider, through the date of termination, not to exceed the total amount of compensation set out in Exhibit 2.

9. Records and Inspections: The Provider shall maintain full and accurate records with respect to all matters covered under this Agreement. The Board shall have free access at all proper times to such records, and shall have the right to examine and audit same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. All records created by Provider that document professional services delivered to a student by Provider shall be treated as educational records of that student.

10. Accomplishment of Project: In accomplishing the services, Provider shall take such steps as are appropriate to ensure that the services rendered are properly coordinated with related services being provided by the School Division. Provider shall coordinate all services with the Board's Chief Operations Officer.

11. School Board Policies: Provider agrees to observe and to be bound by all applicable Board policies and directives including, but not limited to, the Board's policies and directives as they apply to independent contractors and all other aspects of Provider's performance of the services herein agreed to.

12. Completeness of Agreement: This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. No changes or amendments to this Agreement shall be binding on either party unless reduced to writing expressly referencing this Agreement and signed by both parties.

13. Licenses: Provider warrants that it and any consultant who shall provide services pursuant to the Agreement shall obtain and maintain the appropriate professional licenses and the appropriate business licenses, either within York County or within the location of its business address, if so required by the laws of such jurisdiction, and shall upon request provide copies of any such licenses to the Board. Provider shall be responsible for abiding by all applicable local, state and federal laws and regulations.

14. Personnel: All of the services required hereunder shall be performed by the Provider and may not be delegated to any other person without the express written consent of the Board.

15. Confidentiality: Provider shall comply with all federal, state and local statutes dealing with confidentiality.

16. Expert Opinions: Provider understands and agrees that it is providing consultative expertise and opinions to the Board in exchange for compensation and that the opinions and professional judgments made by Provider as a consequence of this Agreement and engagement are to be used for the exclusive benefit of the Board, unless

and only in the event the Board provides written consent otherwise. Nothing in this paragraph, however, shall prohibit Provider from documenting professional conclusions and recommendations are made within the scope of services provided pursuant to this Agreement.

17. Indemnification: Provider shall bear all loss, expense (including reasonable attorney's fees) and damage from any cause whatsoever arising out of, incidental to, or in connection with the performance of the contract and shall indemnify Board, its agents, officers and employees against and save Board, its agents, officers and employees harmless from all claims, demands, and judgments made or recovered against Board because of bodily injuries, including death, at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding the sole negligence of Board, its agents, officers and employees. Compliance by the Provider with the insurance provision hereof shall not relieve Provider from liability under this provision.

Provider guarantees to save the Board, its agents, officers and employees, harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Provider is not the patentee, assignee or licensee.

Should Provider, its employees, servants or agents use any of Board's equipment, tools, employees, or facilities, such will be gratuitous and Provider shall release Board, its agents, officers and employees, from and indemnify and save harmless Board, its agents, officers and employees from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Board in permitting the use thereof.

18. Insurance: Provider shall at its own expense carry insurance in the amounts specified below, including the Contractual Liability assumed by Provider and shall deliver certificates of insurance from carriers acceptable to the Board specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10), on the General Liability Policy (such additional insured status shall be primary without participation by Board's insurers).

Further, the Provider agrees they shall immediately notify, in writing, the Board of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this

Agreement.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.
Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Board.

Professional Liability

Limits of Liability - \$1,000,000 Per Occurrence

19. Notice: Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective as of the date of the deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the party as follows:

Provider

Board

County School Board of York County, VA
Dr. Carl L. James
Chief Operations Officer
302 Dare Road
Yorktown, VA 23692

20. Applicable Law: This Agreement and all of its terms, covenants, and conditions shall be construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. Any legal or equitable action brought by either party to enforce this Agreement, or any part thereof, or otherwise arising out of this Agreement, shall be initiated and maintained in the Circuit Court of York County, Virginia.

21. Severability: If any term, covenant or condition of the Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

22. Headings: The headings used in this Agreement are for convenience only and are not to be construed to have legal significance.

23. Board Not Obligated to Third Parties or to Providers Employees or Agents: The Board shall not be obligated or liable hereunder to any party other than Provider. Provider employees and agents shall not be deemed employees of the Board for any purpose, and the Board shall have no obligation to Providers employees except as may be set forth explicitly in this Agreement. All compensation for Providers employees and agents (including workers compensation insurance coverage) shall be provided by Provider.

24. Certifications: In accordance with Virginia Code Section 22.1-296.1, all contractors shall certify that they or any of their employees who will provide services under any resulting contract and who will be in direct contact with York County School Division students, have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. For purposes of this requirement, "direct contact with students" means being in the presence of students on school property during regular school hours or during school-sponsored activities. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The Company Certification should be completed in its entirety. Any person, employee, subcontractor, agent, officer, owner or shareholder of the corporation, firm or partnership who will provide services under a resulting contract and who will be in direct contact with York County School Division students shall meet the certification requirements.

Please note that this certification shall be binding throughout the contract period and the contractor shall provide the York County School Division with immediate notice of any event which renders their certifications untrue. Additionally, Provider shall certify that it or any of its employees who will provide services under this Agreement and who will be in direct contact with students on school property during regular school hours or during school sponsored activities have successfully completed a Tuberculosis (TB) screening and/or been deemed negative for a TB Skin Test.

25. Claims: Disputes and claims arising under this agreement shall be processed pursuant to Virginia code Sections 15.2-1245 through 15.2-1248 applied to the Board *mutatis mutandis*. The Board shall give its final decision on any claim of the Provider within sixty (60) days of the date the claim is submitted to the Clerk of the governing board. Any further legal or equitable action brought by either party to enforce this Agreement, or any part thereof, or otherwise arising out of this Agreement, shall be initiated and maintained in the Circuit Court of York County.

26. State Corporation Commission Registration: If Provider is organized as a stock or non-stock corporation, a limited liability company, a business trust, or a limited partnership, or is registered as a registered limited liability partnership, Provider must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. If Provider allows its existence to lapse, or its certificate of authority or registration to transact business in the Commonwealth of Virginia to expire, or be revoked or cancelled, such will be deemed an act of default enabling Owner to all remedies for default, including but not limited to revocation of this Agreement.

State Corporation Commission (SCC) Number _____

IN WITNESS WHEREOF, the Board and Provider have executed this Agreement
as of the date first written above.

By: _____

Type/Print Name:

Title:

COUNTY SCHOOL BOARD OF YORK COUNTY, VA

By: _____

Type/Print Name: _____

Title: Division Superintendent

Approved as to form:

COUNTY ATTORNEY

Exhibit 1

SCOPE OF PROFESSIONAL SERVICES

Provider shall perform all those services as set forth in Request For Proposal (RFP2009).

- A. The attendance zone analysis should include, but not limited to, the following:
- Create 3 reasonable long-term prioritized options for balancing elementary attendance zones in ten existing elementary schools
 - Create a plan/process for the involvement of stakeholders in the development of options
 - Create attendance zone options for a new elementary school
 - Create secondary feeder pattern options for students zoned for the new elementary school
 - Provide maps, graphics and associated data to visually represent students affected by each option
 - Indicate a list of addresses indicating boundaries, street names and intersections for each option
 - Include in each option the ability of rising fifth graders and siblings to remain in their current school
 - Use the following criteria in the development of new attendance zones:
 - Maintain a maximum elementary school size of 700 students
 - Avoid separating neighborhoods between zones, to the maximum extent possible
 - Consider the proximity of students to schools
 - Consider the effect of creating or eliminating split feeder patterns (sending elementary or middle schools to two or more middle or high schools)
 - Set attendance zone boundary lines along geographic features such as roadways and waterways, etc.
 - Evaluate the effect of attendance zones changes on bus routes and travel time
 - Accommodate required instructional programs with appropriate facility requirements
 - Review enrollment trends and the effect of approved and proposed residential development as options are created
- B. The analysis of regular education bus routing efficiency should include, but not limited to, the following:
- Conduct an analysis of current regular education bus routes/stops to determine the most cost effective utilization of buses
 - Provide 3 prioritized options for regular education bus routing efficiency for existing and proposed attendance zones
 - Provide transportation options for creating later high school start times
 - Utilize traffic data and the geography of York County, VA in the development of each option

- C. Each option should include an analysis of the financial impact (transportation and staffing) to the York County School Division and the potential impacts to students.
- D. The successful offeror shall provide a draft report to the County School Board of York County, Virginia regarding options for balancing elementary attendance zones by December 5, 2016 and for bus routing efficiency by February 15, 2017. Any graphics included in the reports shall be submitted in color.
- E. The final report for balancing elementary attendance zones shall be completed by December 15, 2016 and the final report for bus routing efficiency shall be completed by February 28, 2017.
- F. Upon approval of the final draft, the offeror shall submit two bound copies of the final reports along with an electronic copy of the document to the York County School Division.
- G. The offeror shall present a formal presentation and report for balancing attendance zones and recommendations to division staff and to the School Board on January 9, 2017 and the formal presentation and report on bus routing efficiency on March 6, 2017.
- H. All design documents and printed reports become the property of the York County School Division.

- Exhibit 2 -

The Owner shall pay to the Provider the lump sum fee \$_____ for each phase of the services provided according to the following schedule. Payment shall be made upon completion of each phase of the Scope of Work as specified in the Request for Proposals (RFP#2009)

	<u>Dollars Amount</u>	
Phase 1 – Balancing Elementary Attendance Zone Phase	\$_____	(60%)
Phase 2 – Completion of Bus Routing Efficiency Phase	\$_____	(40%)
		(100%)