

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS
RFP

Issue Date: October 1, 2008

RFP #: 1659

Title: Countywide Effectiveness and Efficiency Study

Classification Code: 91875

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed: County of York, Virginia
County Administration
224 Ballard Street
Yorktown, VA 23690

Sealed Proposals Will Be Received Until October 30, 2008, at 5:00 p.m., at Which Time They Shall Be Opened.

NOTE: Five (5) copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: T. W. Sawyer, CPPO, Purchasing Agent,
Telephone: (757) 890-3680.

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 Contractor:

Date: _____

By: _____
Signature in ink

Type/Print Name: _____

Telephone No.: () _____

Title: _____

Facsimile No.: () _____

Federal Tax ID#: _____

Email: _____

1.0 PURPOSE AND BACKGROUND:

The County of York, Virginia (hereinafter the “County” or “Owner”), is initiating this Request for Proposals to seek a qualified Contractor to undertake a comprehensive organizational effectiveness and efficiency study of the County’s operations that will independently analyze the effectiveness, management, and efficiency of the County staff and its charge to provide County services in a cost effective and responsible manner. All areas of the County’s operation will be subject to the study and recommendations. The study shall have a particular goal of identifying and implementing recommendations that will assist County staff in meeting the Board of Supervisors’ expectation of providing high quality services to the citizens of York County in the most efficient manner appropriate.

Benchmarking, best practices and other measures to improve the County’s service delivery relative to its peers may be of use, however, particular emphasis will be placed on proposals that do not necessarily accept the existing local government service paradigm. In other words, what the County is looking for are achievable proposals that help it attain the highest service delivery standards in the most cost effective manner, even when new or substantially revised service delivery models are recommended.

The County of York with a population of approximately 64,700 has a fiscal year 2009 General Fund operating budget of \$129,560,380 and staffing of 713 full-time employees. York County consists of approximately 108 square miles, with federal landholdings constituting nearly 40% of the land. The County is located in the Virginia Coastal Plain on a peninsula formed by the James and York Rivers and the Chesapeake Bay. The Peninsula includes James City County and the cities of Hampton, Newport News, Poquoson and Williamsburg, all of which adjoin York County. The County and the Peninsula are part of the greater Hampton Roads region. On May 6, 2008, the Board of Supervisors approved the County Administrator’s request to initiate an external efficiencies study of County operations to determine where operational changes could be made that would result in more effective and efficient service delivery.

1.1 MINIMUM QUALIFICATIONS:

The provider must be able to quickly understand the County’s internal administrative / organizational environment and culture, and be capable of integrating government and private industry’s best practices into existing County norms. The provider must have experience working with local governments that includes the following:

- A. A proven track record analyzing the operations of complex organizations resulting in the development and implementation of recommendations that have materially and demonstrably improved the long-term effectiveness and efficiency of operations.
- B. A demonstrated capability and commitment to assisting the implementation of identified recommendations. This commitment may include:
- C. Detailed follow-through plans – on-site or otherwise.

- D. An ability to identify and properly account for all constraints to implementation, including statutory, regulatory and organizational.

2.0 SCOPE OF WORK TO BE PERFORMED:

The work will be conducted in two phases and separate reports will be generated for each phase. The report for the first phase will be presented to the Board of Supervisors prior to the start of work on the second phase to allow for any adjustments to the scope for the second phase.

A. Phase I

The largest single expenditure of the County is for personnel. Phase I should consist of a high level analysis of the overall organizational structure. The provider should perform analytical work and/or benchmarking to evaluate whether the number, type, and purpose of departments, divisions and programs is appropriate and whether the functions, services and number and type of personnel and other resources allocated to the departments are appropriate.

B. Phase II

Phase II is a continuation of the analysis and findings from Phase I. The provider should delve into each department, division, and program in depth to evaluate the:

1. Organizational Structure: The provider will examine and review all aspects of the organization including:
 - a. The number, type, and purpose of departments, divisions and programs.
 - b. Functions and services and the number and type of personnel and other resources allocated to them.
2. Organizational Policies: The provider will examine and review organizational policies and procedures that impact the efficient operations of the organization and how such policies impact the County's desired outcomes.

- C. Review other areas/issues deemed necessary to meet the intent of this study.

2.1 ANTICIPATED DELIVERABLES:

As a result of the above analyses and findings, the provider shall present the following:

- A. Two written and detailed reports outlining findings that will enable the County to deliver services in the most efficient and effective manner possible and that will assist County staff in meeting the Board of Supervisors' expectation of fiscal conservatism. There are no limitations to these findings other than the value of the anticipated result and the likelihood of successful implementation. For example, findings may include, but are not limited to, changes in methods of service delivery, outright elimination of services, changes in staffing configurations, consolidation of resources, changes in job descriptions, etc.

- B. A suggested implementation plan for all recommendations. The implementation plan shall include:
1. Anticipated timeline for implementation.
 2. Anticipated impediments to implementing recommendations:
 3. Plans to address anticipated impediments to implementing recommendations.

C. Alternative recommendations in case identified impediments cannot be overcome.

2.2 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 Contract.

3.0 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held on October 14, 2008 at 1:30 p.m. in the Financial & Management Services Conference Room, 120 Alexander Hamilton Boulevard, Yorktown, VA 23690 to allow potential Offerors an opportunity to discuss the general purpose, timeframe and the phases included in the scope of services included in this Request for Proposals. General background information on the York County government and its operations also will be discussed at this time. Attendance at this conference is not a prerequisite to submitting a proposal but is strongly encouraged.

4.0 PROPOSAL PREPARATION AND SUBMISSION:

A. Format of the Proposal:

Proposals should be as thorough and detailed as possible so that the evaluation committee may properly evaluate the Offeror's ability to provide the required services. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal shall be contained in that single volume.

B. Contents of the Proposal:

Offerors are required to submit the following items as a component of a complete proposal:

1. Title Page – showing the RFP subject, the name of the Offeror's firm, local address, telephone number, name of contact person and date.
2. Letter of Transmittal that includes the items listed below:
 - a. History of the Offeror, including the number of years in business and size of firm.
 - b. A statement by the Offeror of the understanding of the work to be performed with descriptions of the approach and illustrations of the procedures to be employed.
 - c. The approximate date the work will begin and end. Also, the approximate

- d. date for delivery of the plan.
- d. Biographies, including experience, of the individuals who will be assigned to the engagement and relevant experience of each in developing plans for municipalities.
- e. Names, addresses, and telephone numbers of persons who may be contacted for reference.

C. Right to Reject Proposals:

An authorized representative of the Offeror shall sign proposals. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal. Failure to submit a proposal in accordance with the requirements set forth in this RFP may be cause for rejection of the proposal. The County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal.

D. Deadline for Submission:

To be considered for selection, the Offeror shall submit a complete response to the RFP. One (1) original and four (4) copies of each proposal shall be submitted to the County of York, Virginia, Central Purchasing Department, PO Box 532, 120 Alexander Hamilton Boulevard, Yorktown, VA 23690 (hereinafter "Central Purchasing") before 5:00 p.m. on October 30, 2008. The proposals shall be clearly marked RFP No. 1659.

E. Inquiries:

Inquiries concerning the RFP shall be directed to: T.W. Sawyer, Purchasing Agent, County of York, Central Purchasing, PO Box 532, 120 Alexander Hamilton Boulevard, Yorktown, VA 23690, telephone number: 757-890-3682, or VIA email: tsawyer@yorkcounty.gov.

F. Clarification of Scope of Work or Terms and Conditions:

If any prospective Offeror has questions regarding the scope of work or terms and conditions contained in this RFP, the prospective Offeror shall contact the Buyer named in Section 4.E. above, no later than five (5) working days before the due date. Any revisions to the RFP will be made only by written addendum issued by Central Purchasing.

G. Applicable Laws and Courts:

This RFP and the resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth, with venue in the County of York, Virginia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.

H. Qualifications of Prospective Offerors:

The County may make such reasonable investigations as it deems proper and necessary to

determine the ability of the Offeror proposing to perform the work specified herein. The County reserves the right to reject any proposal if the evidence submitted by the Offeror, or investigations of the Offeror, fail to satisfy the Owner that the firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

5.0 GENERAL TERMS AND CONDITIONS:

5.1 APPLICABLE POLICY:

This solicitation is subject to the provisions of the County of York, Virginia Ordinance No. 05-24), and any revisions thereto.

5.2 FORM:

All responses to a Request for Proposals (RFP) may be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the Offeror. All offers must be submitted plainly marked using the RFP number, and shall include date and time of receipt of proposals.

5.3 OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by Central Purchasing 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 written proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Verbal, faxed or emailed proposals will not be accepted.

5.4 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.

5.5 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 Buyer.

5.6 ETHICS IN PUBLIC CONTRACTING:

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

5.7 DEFAULT:

In the case of failure of Contractor to deliver services in accordance with the contract terms and conditions or in event of default by the Contractor, the Owner, after due oral or written notice, reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby, including but not limited to administrative costs. This remedy shall be in addition to any other remedies the County/School Division may have. If, however, public necessity requires the use of materials or services not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

5.8 ANTI-DISCRIMINATION:

By submitting its proposal, Offeror certifies to the Owner that the Contractor 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 Contractor agrees as follows:

The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor 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 Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the

provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor 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 Contractor 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.

5.9 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the 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.

5.10 INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County and the School Division, their officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his 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 or the School Division, their officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, their officers, employees, or agents from and indemnify and save them harmless 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 in permitting the use thereof.

5.11 CANCELING OR AMENDING A SOLICITATION:

Central Purchasing may cancel or withdraw a solicitation in whole or in part and reject any and all proposals at any time prior to an award. Central Purchasing may also amend the solicitation by issuance of a written addendum prior to the time set for receipt of proposals.

6.0 INFORMATION FOR OFFERORS:

- 6.1 Offeror shall prepare a proposal that follows the format as described in this RFP. All pages of the response must be numbered. Each item in the RFP Evaluative Criteria (Section 7.0) must be addressed.
- 6.2 Offeror shall respond to all items in this RFP as thoroughly as possible. Unclear or ambiguous statements such as "all reasonable effort to provide," without limitation, must be avoided. Failure to address any of the requirements set forth in this RFP may be grounds for rejection of an Offeror's response.
- 6.3 Inability to meet any specified requirements shall be so stated and thoroughly explained in your proposal.
- 6.4 All proposals shall include the name(s) of individual(s) who is/are authorized to negotiate with Central Purchasing and the name(s) of the Offeror's service representative(s).
- 6.5 Award will be made to the most responsible and responsive Offeror as determined by Central Purchasing with whom a successful contract is negotiated as determined under the procedures set forth under "Award of Contract", Section 8.0 below.
- 6.6 Acceptance of a proposal by Central Purchasing is not an order to proceed.
- 6.7 All proposals must be signed with the Contractor name and by a responsible officer or employee.
Obligations assumed by such signature must be fulfilled. In the case of a limited liability company, the proposal shall be signed by the manager (if any) or by a member.
- 6.8 Verify your proposals before submission as they cannot be withdrawn or corrected after being opened.
- 6.9 If you do not offer, return the cover sheet and state reason. Otherwise your name may be removed from our mailing list for future solicitations.
- 7.0 EVALUATION AND EVALUATIVE CRITERIA:
Proposals submitted will be evaluated by the County. The following criteria will be used in evaluating the responses to this RFP:
 - 7.1 Prior experience of the Offeror to perform "efficiency and effectiveness studies" for governments of similar size in the last two years.
 - 7.2 Relevant experience and professional qualifications of the company and individuals assigned to the project.
 - 7.3 Cost.

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 evaluation factors stated in the Request for Proposal.

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

At the conclusion of discussions, outlined above, on the basis of evaluation factors 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 a contract, which is satisfactory and advantageous to the public body, 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 a contract 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, a contract 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 readvertise the requirement.

9.0 PAYMENT TERMS:

Payment shall be made as follows: 20% upon acceptance of the engagement by the County; 50% upon receipt of the draft report(s) [upon completion of Phase I]; and 30% upon receipt of the final report(s); and, if requested, presentation to the governing bodies.

10.0 GENERAL PROCEDURE/CONTRACT:

10.1 The contracts/agreements for these services shall reflect those conditions that are specified in the RFP and shall be similar in format and content to the sample contract/agreement format included in this RFP. The final conditions of the resulting contract shall be negotiated between Central Purchasing and the successful Offeror.

10.2 CHANGES TO THE CONTRACT:

10.2.1 The County, through Central Purchasing, may order changes within the general scope of the contract at any time by written notice to the Contractor. The Contractor shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing. No oral agreement or directive

regarding changes in the scope of the contract, for additional work, or a change in the terms of the Agreement by an employee of the County shall be binding.

10.2.2 Change Orders:

Additional Work:

Before any work under the agreement shall qualify as additional work, the Contractor shall notify Central Purchasing in writing of the intention to treat certain work, if performed, as additional work and the reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by the Contractor shall not be construed as proving the validity of the claim.

Execution of Change Orders:

When the County agrees that particular work identified by the Contractor's written notice is additional work, or when the County and Contractor otherwise conclude mutually that a change in the terms of the Agreement is necessary, the parties will execute a written Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this Agreement by an employee of the County, shall be binding on the County.

10.3 Termination/Cancellation of Contract:

Central Purchasing reserves the right to cancel and terminate the resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. The agreement may be canceled by Central Purchasing at any time when in the judgment of the County the product furnished, or service rendered, by the Contractor is not satisfactory. Such termination shall not be deemed a waiver of any rights of the County to damages for breach of contract. In the event of termination, the Contractor shall be entitled to be compensated only for the value of all work performed as of the date of termination, not to exceed the total amount of compensation required in the contract.

10.4 Subcontracts:

No portion of the required work shall be subcontracted or approved without prior written consent of the County. The Contractor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the contract. Before making any subcontract, the Contractor must submit a written statement to the County, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the County allegedly arising from or growing out of any delays in the work schedule or any failure of the Contractor to pay such subcontractor any sums owed by the Contractor to such subcontractor.

If the County finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The County may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the County, and all

work by said subcontractor shall immediately cease. If the County determines for good cause that a subcontractor is not qualified, County shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

11.0 CLAIMS:

Contractual claims for money or other relief shall be submitted by Contractor in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall be 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. Precedence of claims shall not delay payment of amounts agreed due in the final payment.

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 County mutatis mutandis. The County shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the appropriate Clerk.

12.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only services of the highest quality and correct type are to be provided by the Contractor. All interpretation of these specifications shall be made on the basis of this statement.

13.0 INSURANCE:

The Contractor shall carry insurance in the amounts specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the County specifying such limits, along with a proper endorsement naming the "County of York, Virginia, their Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by the County's insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

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.

Commercial General Liability

Limits of Liability - \$500,000 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 Owner.

14.0 OFFEROR DATA:

Please complete the following:

14.1 Years in Business:

Indicate the length of time you have been in business providing this type of service:

_____years _____months.

14.2 References:

Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date(s) service was furnished and the name and address of the person we have your permission to contact.

CLIENT

DATE

ADDRESS

CONTACT PERSON
AND PHONE NUMBER

SAMPLE CONTRACT

Agreement No. _____

This contract, entered into this ____ day of _____, 2008 by and between _____, hereinafter called the "Contractor," the County of York, Virginia, hereinafter called the "County" is as follows:

Article I: Scope of Work

The Contractor shall provide the services outlined in the contract documents, which shall consist of the County's Request for Proposals (RFP) No. 1659, dated _____, the Contractor's Proposal in response thereto dated _____, 2008, and this contract. The services shall include an 'Effectiveness, Efficiency, and Management Study' as described in RFP No. 1659.

Article II: Completion

Both parties agree that time is of the essence in the performance of this contract. However, unavoidable delays shall not render the contract invalid or voidable provided the Contractor promptly furnishes the County with the cause thereof and the estimated completion date.

Article III: Payment

The County shall pay the Contractor a fee of _____ dollars (\$_____) in consideration of satisfactory performance of the provisions of this contract as they pertain to the development of the 'Effectiveness, Efficiency, and Management Study'. Payment shall be made as described in RFP No. 1659.

Article IV: Nonassignability

Both parties agree that this contract is for personal services and cannot be transferred or assigned by either party without the prior written consent of the other.

Article V: Completeness of Contract

This document, executed in four (4) copies, contains all the terms and conditions of this Contract, and any alterations or variations of the terms of this Contract shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations or agreements, written or oral, not incorporated herein.

Contractor:

County of York, Virginia

By: _____

By: _____

County Administrator

Type/Print Name: _____

Title: _____

Approved as to form:

James E. Barnett, Jr.
County Attorney