

COUNTY OF AUGUSTA, VA

18 Government Center Lane
P. O. Box 590, Verona, Virginia 24482-0590
(540) 245-5618, FAX 245-5621



Request for Proposal

RFP No. 8101-07-02

Issue Date: October 4, 2007

Title: County of Augusta Analysis and Revision of the Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances

Sealed Proposals will be received at the following location subject to the Conditions cited herein until **2:00 P.M., Monday, October 29, 2007**, to establish a contract through competitive negotiation for the purchase of consultant services to prepare amendments to the County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances.

Where to submit Proposals:

Crystal Lawson Weller, Purchasing Assistant, VCO
Finance Department
County of Augusta
18 Government Center Lane
PO Box 590
Verona, VA. 24482-0590

Copies of Request for Proposals may be obtained by contacting:

Crystal Lawson Weller, Purchasing Assistant, VCO
Telephone (540) 245-5739

Or can be downloaded from the County's Website at www.co.augusta.va.us

Requests for specific information should be directed to:

Crystal Lawson Weller, Purchasing Assistant, VCO
Telephone (540) 245-5739

The County of Augusta looks forward to your response.

Sincerely,

Crystal L. Weller

Designated Purchasing Agent

COUNTY OF AUGUSTA, VIRGINIA

REQUEST FOR PROPOSAL

GOODS AND NON-PROFESSIONAL SERVICES

RFP No. 8101-07-02

Issue Date: October 4, 2007

Title: County of Augusta Analysis and Revision of the Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances

1. BACKGROUND:

Augusta County is located in the Shenandoah Valley of Virginia and bisected by Interstates 81 and 64. The County is the second largest county in Virginia with 970 square miles, although approximately 40% is comprised of National Forests and National Parks. Its population of 70,000 resides in dispersed areas which presents challenges in delivering economical services. There is one incorporated town, Craigsville (population- 998), and the Cities of Staunton (population- 22,600) and Waynesboro (population- 20,000) within its boundaries. Three unincorporated areas, Fishersville, Stuarts Draft, and Verona, have been declared immune from annexation by the two cities and are key growth areas for the County.

The area enjoys a diversified economic base and rich historical resources. The abundant natural resources including the ground and surface water systems, forested mountains, and scenic rural settings have been identified as assets to be protected by the County's citizens. Augusta County agriculture has a long history and most farms remain family operations. The County is the second leading agricultural county in Virginia with farms covering approximately 306,000 acres and agricultural products having a market value of \$144 million in 2002. Even with the current moderate growth rate, the changing population continues to demand higher levels of services and challenges government to properly direct the location and amount of growth while protecting the natural resources.

The County has spent a great deal of time over the past two years updating its Comprehensive Plan. The plan covers many of the issues facing Augusta County, and the goals, objectives, and policies section of the Plan is organized into topics including agriculture, economy, education, general government, historic resources, housing, human services, land use and development, library, natural resources, parks and recreation, public safety, transportation, and utilities. Included in the Plan is a detailed Implementation Strategy that identifies specific tasks that need to be completed in order to fully implement the Plan. The very first item found in the Implementation Strategy reads: "revise the zoning and subdivision ordinances in order to implement the recommendations of the Comprehensive Plan." Additionally, several other items found further down in the Implementation Strategy reference this initial task. This RFP is the County's first step towards completing that task.

The Comprehensive Plan does not speak only of ordinances. It establishes the long term goals which the County seeks to achieve. The Plan also establishes the policy guidelines for when, where, and how to provide public facilities, change zoning designations, and otherwise facilitate, coordinate, and regulate development. The Plan establishes a growth strategy wherein new development will be compact, coordinated, orderly, and balanced, with distinct areas for urban and rural development as well as a full range of agricultural and forestal uses. The Plan is designed to accomplish this by recommending a reasonable combination of voluntary and mandatory measures. While some of the Plan's recommendations were implemented immediately with its adoption, many other recommendations will require significant revisions to the County Code.

2. SCOPE OF WORK:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of consulting services for the comprehensive review, analysis, and revision of the County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances. The selected consultant will be responsible for leading this process, while coordinating its work with Augusta County elected and appointed officials, citizens, and staff. The County anticipates and encourages proposals from planning and legal firms.

In addition to ensuring that the County's land use and development related codes, ordinances, and policies are in line with the updated Comprehensive Plan, the Consultant will also be expected to ensure that the regulations are as simple and user friendly as possible. It will also be expected that the County's efforts to extensively involve its citizens in the planning process will be continued. Therefore, it is important that the Consultant allow sufficient opportunities for public comment on all proposed revisions.

The County anticipates that this project will take place in three distinct phases of work: (A) reviewing and making suggestions on ways in which the ordinances can be revised, (B) aiding the County in determining which options it should pursue and how to prioritize those revisions, and (C) actually drafting amendments to the ordinances. The Consultant is expected to respond to each item separately, though the County anticipates hiring a Consultant for the completion of all three phases. The Consultant's responsibilities and anticipated deliverables for each phase are outlined below. Overall, it is expected that the selected Consultant will provide the County with a complete strategy for incorporating the recommendations of the Comprehensive Plan into the County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances, and the policies that are directly related to them.

A. Ordinance Review and Suggested Changes

Consultant Responsibilities:

1. Work with representatives of the Board of Supervisors and the Planning Commission, as well as the County Administrator, County Attorney, and staff from the Community Development Department, to ensure that all relevant concerns about the Zoning, Subdivision, Stormwater, Erosion and Sediment Control Ordinances are considered.
2. Review the Augusta County Comprehensive Plan Update 2007-2027, as well as all pertinent information relating to the development of the Plan.
3. Review all information found in Augusta County's codes, ordinances, and policies related to the Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances, as well as all relevant sections of the Code of Virginia and current best planning practices.
4. Prepare a document that analyzes the existing Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances, as well as the County policies that implement these ordinances, and relate them to the updated Comprehensive Plan. The document should make suggestions to the County on how it can amend the ordinances in order to meet the recommendations of the Comprehensive Plan. Additionally, the document should recommend ways in which the ordinances and the review and approval processes utilized in their administration can be made more effective and user friendly for staff and the public. Where possible, suggestions should be provided to the County as a set of options for changes to individual ordinance sections. These suggestions are not limited to those that are discussed in the Plan; all options potentially beneficial to the County should be considered. The complete document should consider all topic areas found in the Comprehensive Plan's goals, objectives, and policies section, although all sections may not call for ordinance revisions.
5. Develop a plan for public input and involvement, including potential involvement of interested stakeholder groups, in the ordinance revision process, including workshops, public involvement sessions, meetings, and hearings.

6. Facilitate all workshops, public involvement sessions, and meetings, as well as attend all public hearings, related to the ordinance review process.

Deliverables:

1. Prepare a complete, comprehensive, stand-alone document that can serve as the roadmap for potential revisions to Augusta County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances.
2. Twenty (20) printed copies of the draft document should be made available for review by the County.
3. Provide the County with PDF and Microsoft Word versions of the draft and final documents.

B. Prioritization of Options

Consultant Responsibilities:

1. Work with representatives of the Board of Supervisors and the Planning Commission, as well as the County Administrator, County Attorney, and staff from the Community Development Department, to determine which, if any, of the options presented in Part (A) for each topic should be pursued, and in what priority order the drafting of the revisions should take place.
2. Facilitate all workshops, public involvement sessions, and meetings related to the prioritization process.

Deliverables:

1. Prepare a complete, comprehensive, stand-alone document that outlines the agreed upon strategy for completing revisions to Augusta County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances.
2. Twenty (20) printed copies of the draft document should be made available for review by the County.
3. Provide the County with PDF and Microsoft Word versions of the draft and final documents.

C. Ordinance Revision

Consultant Responsibilities:

1. Draft ordinances for each of the agreed-upon amendments to Augusta County's Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances, as well as amendments to the County policies related to these ordinances. The specific amendment strategies and order of completion that are followed should be based on Part (B) above.
2. Develop a plan for public input and involvement, including potential involvement of interested stakeholder groups, in the ordinance amendment process, including workshops, public involvement sessions, meetings, and hearings.
3. Facilitate all workshops, public involvement sessions, and meetings, as well as attend all public hearings, related to the ordinance amendment process.

Deliverables:

1. Twenty (20) printed copies of the draft document should be made available for review by the County.
2. Provide the County with PDF and Microsoft Word versions of the draft and final documents.

3. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

- A. **GENERAL INSTRUCTIONS:** This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc.
1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. **One (1) original and six (6) copies** of each proposal must be submitted to the County. It shall be the sole responsibility of the offeror under all circumstances to assure that its proposal is received by the date, time and location specified herein.
 2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the county pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade

secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Introduction.
2. Prepare a general demonstration of understanding of the scope and complexity of the required work.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
 - d. **** Proposals shall contain samples of similar work completed by the proposed project team.**
4. Specific plans for providing the proposed goods/services including:
 - a. List of proposed services.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion.
5. Proposed Price or Compensation (open to negotiation). Describe the proposed method and amount of compensation. ****Offeror shall submit proposed cost on the included Price Schedule Attachment C.**

Offeror shall submit a price(s) for each phase of the project, as well as cost breakdowns by each category.

CATEGORIES:

- a. **Zoning Ordinance**
- b. **Subdivision Ordinance**
- c. **Stormwater Ordinance**
- d. **Erosion and Sediment Control Ordinance**

6. Offerors are to submit a list of clients to whom you have supplied the goods or services required with addresses, phone numbers and contact person [Attachment B]. The County reserves the right to contact owners of the product or service.

4. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the selection committee using the following criteria:

Criteria	Weight
Proposed Work Program	25%
Qualifications and Virginia Experience of the Firm and the Individuals Assigned to the Project Team and References	20%
Proposed Timeframe	10%
Proposed Cost in Relation to the Services Proposed	20%
Quality of the Submitted Work Samples Prepared by the Individuals Assigned to the Project Team	15%
Proposal Presentation	10%
TOTAL	100%

B. **AWARD OF CONTRACT:**

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents. **In addition, it is the County's intention to contract for each phase of the project individually. The County could elect to do only one (1) or two (2) phases of the project and is under no obligation to complete the entire project as described in this Request for Proposal.**
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD to all offerors.

5. **PRE-PROPOSAL CONFERENCE/ QUESTIONS:**

- A. At this time, it is believed that a pre-proposal conference by the County is not required.
- B. Questions concerning requirements or other provisions in this RFP shall be submitted on Pre Proposal Question Form (Attachment A) to the Purchasing Agent or his designated appointee not less than 5 days prior to the proposal due date by e-mail, facsimile or in writing.
- C. Necessary replies will be sent to all offerors of record as an addendum which becomes part of the proposal package.
- D. Oral instructions do not form a part of the RFP instrument.

6. **QUALIFICATIONS OF OFFERORS:**

- A. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish the County all such information and data for this purpose as may be requested.

- B. Offerors are to submit a Reference List (Attachment B) of clients to whom you have supplied the goods or services required with addresses, phone numbers and contact person. We reserve the right to contact owners of the product or service.
- C. The County reserves the right to inspect offerors' physical facilities prior to award to satisfy questions regarding the offerors' capabilities to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

7. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the County, unless otherwise specified. Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offerors' own risk and relief cannot be secured on the plea of error.

Subject to all state and local laws, policies, resolutions, and regulations and all accepted rules, regulations, and limitations imposed by legislation of the federal government, proposals on all solicitations issued by the County will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

A. DEFINITIONS:

AGENCY: Any department, agency, authority, commission, board or other unit in the administrative service of the County of Augusta.

COUNTY: County of Augusta, VA.

CONTRACTOR: Any person having a contract with the County or a using agency thereof.

GOODS: All material, equipment, supplies, printing and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

PURCHASING AGENT: The County's principal public purchasing official responsible for the purchasing of all goods, services, insurance and construction needed by the County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Purchasing Assistants.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

STATE: Commonwealth of Virginia.

B. TESTING/INSPECTION:

1. The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
2. The County may require more complete detailed specifications on items quoted or samples prior to award, at no expense to the County. If not destroyed or used during testing, samples will be returned at the bidder's or offeror's request and expense.

C. FORM OF CONTRACT:

The successful offeror shall be required to execute a contract in a form approved by the County Attorney.

D. CANCELLATION OF BIDS:

The County reserves the right to cancel the RFP, and to reject any or all proposals in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the County. The reasons for cancellation or rejection shall be made part of the contract file. The County may also waive any minor informalities or irregularities in any proposal where such action serves the County's best interest.

E. NON-APPROPRIATION:

Contracts are made subject to the appropriation of funds by the Board of Supervisors of the County and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the County.

F. CONTRACT EXTENSIONS:

The County reserves the right to offer contract extensions to the successful contractor with no increase in price or with pricing as specified within the RFP package.

G. PAYMENT TERMS:

1. Upon receipt and acceptance of the equipment from the successful contractor, the County will pay the Contractor's Statement of Amount Due within thirty (30) days of acceptance.
2. After the receipt of the invoice or goods which are found to be defective or improper, the County shall notify the contractor about the details of the condition within twenty (20) days of this receipt that the condition will prevent payment by the payment date.
3. The County will pay the Contractor's Statement of Amount Due within thirty (30) days of acceptance and or approval for Service contracts.

H. CANCELLATION OF CONTRACT:

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor.

I. INSURANCE COVERAGE:

Prior to the execution of the contract, the Contractor shall furnish the County with a Statement of Insurance coverage from his agent indicating effective dates and limits of coverage for Liability, Workers Compensation and Automobile.

J. LAWS AND REGULATIONS:

1. This solicitation and any 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. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. References to the Code of Virginia, Title 2.2, Chapter 43 – Virginia Public Procurement Act.

K. PRECEDENCE OF TERMS:

In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. ANTI-DISCRIMINATION:

It is the policy of the County not to discriminate on the basis of race, religion, color, sex, national origin, age or disability in employment or the provision of goods and services. By submitting their proposals, all offerors certify to the County that they 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, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the offeror agrees as follows:

1. The contractor will 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 the state law relating to discrimination in employment, except when there is 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.
2. Notices, advertisements and solicitations placed by or on behalf of the contractor will state that such contractor is an equal opportunity employer.
3. 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.
4. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

M. ANTI-DISCRIMINATION FAITH BASED ORGANIZATION:

It is the policy of the County not to (i) discriminate against a faith-based organization 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 for sectarian worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the service of chaplains, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

N. 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 violation 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.

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

O. SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES:

As provided in the policy adopted by the Augusta County Board of Supervisors on May 25, 2005, entitled “County of Augusta, Virginia Equal Opportunity and Small, Women-Owned and Minority-Owned Business Participation,” it is the County’s policy to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in County procurement activities. This policy does not supersede the Virginia Public Procurement Act, to the extent that the act requires the County to award contracts to the lowest responsible and responsive bidder. Accordingly, the Contractor agrees:

1. Where a bidder or offeror determines to subcontract for the provision of goods, services, insurance or construction to the County, the County encourages such bidder or offeror to subcontract with small, minority-owned and woman-owned businesses to satisfy the requirements of the solicitation.

2. As used in this contract, the term “small business” means a business that (i) employs 250 or fewer people and (ii) is a small business concern as defined in the federal Small Business Act (15 U.S.C. § 631 et seq.) as amended, and sometimes also known as a “small business enterprise.”

3. As used in this contract, the term “woman-owned business” means a business or other entity that is at least fifty-one (51) percent owned and controlled by one or more women, and sometimes also known as a “women’s business enterprise.” For purposes of this definition, the term “control” shall mean exercising the power to make policy decisions and being actively involved in day-to-day management.

4. As used in this contract, “minority owned business” shall mean a business or other entity that is at least fifty-one (51) percent owned and controlled by one or more socially and economically disadvantaged person(s), and sometimes also known as a “minority business enterprise.” For purposes of this definition, the term “control” shall mean exercising the power to make policy decisions and being actively involved in day-to-day management. Such disadvantage may arise from cultural, racial, chronic economic circumstance or background or other similar cause. Such persons include, but are not limited to, Black Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

5. Contractors may rely on oral or written representations by subcontractors regarding their status as small, women-owned or minority-owned businesses in lieu of independent investigation.

6. Where Federal grants or monies are involved it is the policy of Augusta County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

P. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, all offerors certify that their proposal is 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.

Q. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

The offeror is advised that the resultant contract will be extended to other jurisdictions and political subdivisions of the Commonwealth of Virginia to permit their ordering of services at the prices and terms of the resultant contract. If any other jurisdiction or political subdivision decides to use the resultant contract, the offeror must deal directly with such jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction or political subdivision will have no effect on consideration of a proposal. It is the awarded offerors responsibility to notify other jurisdictions and political subdivisions of the availability of the contract(s).

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the successful offeror. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction or political subdivision are unacceptable to the successful offeror, the successful offeror may withdraw its extension of the award to that jurisdiction or political subdivision.

The County **shall not** be held liable for any costs or damages incurred by another jurisdiction or political subdivision as a result of any award extended to that jurisdiction or political subdivision by the successful offeror.

8. SPECIAL TERMS AND CONDITIONS:

A. BEST AND FINAL OFFER (BAFO):

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

COUNTY OF AUGUSTA, VA

18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482-590

Attachment A

Pre-Proposal Question Form

Project Title: County of Augusta Analysis and Revision of the Zoning, Subdivision, Stormwater, and Erosion and Sediment Control Ordinances

RFP #:8101-07-02

The undersigned potential offeror would like to request a written clarification, interpretation, or explanation to the following question or question(s):

Please note that all questions should be directed to the Procurement Officer designated on the Notice of Request for Proposal and should be received at least five (5) days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all offerors.

The County will endeavor to respond to all inquiries in the most timely manner possible. However, if in its discretion, it determines the inquiry to be inappropriate for any reason, the County may refuse to respond. Multiple inquiries of substantially the same question may be answered in one addendum.

Firm Name and Address:

Telephone: (____) _____

Fax: (____) _____

Signature: _____

Date: _____

Title: _____

COUNTY OF AUGUSTA, VA

18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482-590

RFP NO. # 8101-07-02

Attachment B

Reference List To Be Completed by Offeror

1. QUALIFICATION OF OFFEROR: The offeror certifies it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services ____ years ____ months.
3. REFERENCES: Indicate below a listing of at least two (2) recent references for whom the offeror has provided this type of service. Include the date the services were furnished and the name and address of the person that the County has your permission to contact. If the offeror has not recently provided this type of service, list at least two (2) general references that the County has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	_____
	_____	Phone_____

_____	_____	_____
	_____	Phone_____

_____	_____	_____
	_____	Phone_____

_____	_____	_____
	_____	Phone_____

COUNTY OF AUGUSTA, VA

18 Government Center Lane
P. O. Box 590
Verona, Virginia 24482-590

RFP NO. # 8101-07-02

Attachment C

Price Schedule

To Be Completed by Offeror

	Man-hours	Cost
A. Ordinance Review and Suggested Changes		
Zoning Ordinance		
Subdivision Ordinance		
Stormwater Ordinance		
Erosion and Sediment Control Ordinance		
B. Prioritization of Options		
Zoning Ordinance		
Subdivision Ordinance		
Stormwater Ordinance		
Erosion and Sediment Control Ordinance		
C. Ordinance Revision		
Zoning Ordinance		
Subdivision Ordinance		
Stormwater Ordinance		
Erosion and Sediment Control Ordinance		
D. TOTAL		
Zoning Ordinance		
Subdivision Ordinance		
Stormwater Ordinance		
Erosion and Sediment Control Ordinance		
GRAND TOTAL		