COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #16-1213-6CS**

DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

August 4, 2016

**REQUEST FOR PROPOSAL**

**CONSULTING SERVICES**

**ZONING AND SUBDIVISION ORDINANCE REVISIONS**

 **COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide consulting services for revisions of the County’s zoning and subdivision ordinances in accordance with the enclosed specifications. The submittal, consisting of the **original proposal, five (5) additional written copies, and one electronic version,** all marked **“Consulting Services for Zoning and Subdivision Ordinances Revisions,"** will be received no later than **2:30 p.m. September 2, 2016, by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

**8600 Staples Mill Road - NEW LOCATION** P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/)

To receive an email copy of this document, please send a request to: **sto05@henrico.us**

Time is of the essence and any proposal received after **2:30 p.m., September 2, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Purchasing Director.

**Technical questions concerning this Request for Proposal should be submitted to Janice Bartlett @** **bar10@henrico.us** **no later than August 12, 2016.**

Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director

Sto05@henrico.us

804-501-5685

8600 STAPLES MILL ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

**REQUEST FOR PROPOSAL**

**CONSULTING SERVICES**

**ZONING AND SUBDIVISION ORDINANCE REVISIONS**

 **COUNTY OF HENRICO, VIRGINIA**

1. **PURPOSE:**

The purpose of this Request for Proposal (RFP) and resulting contract is to obtain consulting services for the preparation and presentation of proposed revisions to the County’s zoning and subdivision ordinances. The County’s goal is to develop modern and user-friendly ordinances to guide development in diverse environments experiencing a variety of growth patterns. The revisions are to support the goals and policies adopted in the Vision 2026 Comprehensive Plan (the “comprehensive plan”) and to promote ease of understanding by County staff, the development community, and the public.

Funding will be available for this project during FY 2016-17 and 2017-18.

## II. BACKGROUND:

Henrico County is a dynamic suburban county located in central Virginia. Established in 1634, it was one of the eight original shires or counties of Virginia and was named for Henry, Prince of Wales, the eldest son of King James I of England. Today, the County has a total land area of 244 square miles and is bordered by the City of Richmond and by Chesterfield, Hanover, Charles City, Goochland and New Kent counties.

The County has experienced steady growth in population and businesses since the 1950s and remains one of the fastest growing localities in the area. Of the 1,327,573 people living in the Richmond MSA comprised of 20 cities and counties, Henrico accounts for 25% of the total population with 329,227 residents. The County has excellent regional connections: it is accessible from Interstate 64, Interstate 95, Interstate 295, Route 895, and the James River. It is home to the Richmond International Airport, the primary airport for the Richmond Metropolitan Area, and the Richmond Amtrak station, which has the highest passenger use in Virginia. The County has 25,000 businesses, including four Fortune 1000 headquarters, and it is one of only 36 localities in the United States with an AAA bond rating from the three major national bond rating agencies.

There are several reasons for this RFP. The changing needs of modernizing businesses, aging communities, changing demographics, and varied landscapes have influenced recent development trends. While past growth consisted largely of suburban development, more robust and dense development has occurred in the western portion of the County which is now almost built out. Fast-growing and upscale developments in the Short Pump area differ greatly from communities built along the County’s aging corridors and more rural areas in the eastern portion of the County. These variables have made implementation of the County’s zoning ordinance (originally adopted in 1960) and subdivision ordinance (originally adopted in 1955) increasingly difficult. In addition, state legislation and specific development issues have triggered fragmented rather than comprehensive amendments to the ordinances since their adoption. Moreover, the comprehensive plan update in 2009 introduced new land use categories which have yet to be adopted in the County’s ordinances.

An assessment of the County’s zoning and subdivision ordinances was completed during the last comprehensive plan revision. The assessment involved planning staff, several County departments, members of the Board of Supervisors and Planning Commission, local attorneys, and design professionals. The assessment found the seven most important reasons to update the zoning and subdivision ordinances were to:

* Implement the Vision 2026 Comprehensive Plan;
* Provide flexibility for economic development;
* Make the regulations easier to read and understand;
* Make the development processes easier to understand and navigate;
* Update zoning districts and uses;
* Update and clarify development standards; and
* Promote environmentally friendly development.

Potential offerors may view the comprehensive plan, zoning ordinance, subdivision ordinance, and application forms on the County website at http://henrico.us/planning. The County will provide the assessment of the County’s zoning and subdivision ordinances, as well as planning department policies, procedures, and zoning interpretations, to the Successful Offeror.

1. **SCOPE OF SERVICES:**

**A. General Requirements**

1. Proposals should demonstrate each offeror’s knowledge of best practices in land use planning, urban design, and land use law as well as specific experience in drafting and implementing form-based codes, preparing graphic illustrations, and conducting thorough processes for participation of stakeholders and the general public.
2. Offerors may provide services using a unified development code approach from multiple disciplines to streamline the development process.
3. The Successful Offeror’s services shall include review of, and coordination of proposed ordinance revisions with, relevant state statutes, County ordinances such as storm water management and flood plain requirements, and County road standards.

Complete drafts of proposed revisions to the County’s zoning and subdivision ordinances no later than June 30, 2018.

1. Complete drafts of proposed zoning maps if changes are proposed to zoning district designations no later than June 30, 2018.
2. Present the proposed ordinance revisions and maps for public information and comment during the County’s approval process.

**B. Project Initiation and Orientation**

 1. Review the County’s current zoning and subdivision ordinances and conduct the necessary research to understand the County’s development application process.

2. Review the County’s comprehensive plan, including associated maps and related documents; planning documents that provide policy direction, administrative rules, and interpretations; and County ordinances related to the land development process, *e.g.,* storm water management.

 3. Review Code of Virginia provisions related to zoning and subdivision matters.

4. Meet with employees of the Planning, Public Works, Public Utilities, and Building Inspections departments to discuss their roles and procedures in the land development process.

**C. Stakeholders and Public Involvement Strategy**

1. Develop a public involvement strategy consisting of interviews, workshops, and outreach. This shall include at least two stages of public outreach: once during the drafting of the ordinance revisions and once during their adoption processes.

1. Coordinate meetings with small groups of stakeholders to gather feedback. The strategy shall include at least one listening session in each of the County’s five magisterial districts to receive input from representatives of the development community as well as residents and business owners to ascertain their views on the effectiveness of the zoning and subdivision ordinances — what is viewed as working well and not working well, and what approaches would be favored in the ordinance revisions.
2. Develop an Internet strategy to provide the general public timely information and to allow the community to provide feedback throughout the process of drafting and adopting the revised ordinances.
3. Provide quarterly updates to the Board of Supervisors and Planning Commission throughout the process of drafting and adopting the revised ordinances.

 **D. Drafting of the Ordinance Revisions**

1. Divide the drafting process into manageable installments based upon content and processes agreed upon by Planning staff and key stakeholders. For example, the installments may be divided among procedures and administration, districts and uses, definitions and development standards, and supporting graphics and tables. The ordinance revisions should be drafted to address the seven reasons identified in the assessment described in Section II, feedback from stakeholders and advisory groups, and recommendations of County staff involved in the land development process.
2. Include the following in the proposed ordinances, as applicable:
	1. A statement of purpose reflecting the goals and aspirations contained in Code of Virginia, the current zoning and subdivision ordinances, and the comprehensive plan, including recently adopted small area studies.
	2. Codification of County development standards reflected in commonly accepted proffers and current County policies. These standards should comport with Section 15.2-2303.4 of the Code of Virginia regarding “unreasonable proffers.”
	3. Standards and incentives to improve site design and review processes, including placement of buildings, pedestrian mobility and bicycle access, access management, parking, signs, landscaping, environmental and flood protection standards, conservation of open space, and overlay districts.
	4. Revisions to lists of permitted uses to include new uses, to delete outdated uses, to incorporate performance standards, and to provide alternatives to static lists of uses.
	5. At least one form-based zoning district to guide development in areas where strict separation of uses and other traditional zoning practices may not be the most efficient way to promote the objectives of the comprehensive plan.
	6. A single set of procedures for making land use decisions that promotes efficiency, predictability, and citizen participation.
	7. Progressive ideas, best practices, and useful features from other codes around the country, including intermodal transportation, smart growth, mixed use development, traditional neighborhood design, preservation of community character, and sustainability and resiliency.
3. Supplement the text with graphics, tables, and charts to explain development requirements and standards.
4. Provide a matrix highlighting the major recommended changes in the proposed ordinances and the rationale for each change.
5. Provide zoning maps showing any proposed changes to zoning district designations and the proposed locations of any new zoning districts in the proposed zoning ordinance.
6. Provide examples comparing developments approved under the current zoning and subdivision ordinances to those that would be approved if the proposed ordinances are adopted. Examples shall include different types of development in different contexts (*e.g.*, single-family homes, multifamily developments, stand-alone retail or commercial development, industrial or mixed-use development). This may include site plans for the examples that compare the results of the old versus the new ordinances.

**E. Public Hearing and Adoption**

1. Submit drafts to the Planning Department for review and comment.
2. Distribute proposed ordinances for public review after initial review and comment by the Planning staff. Each proposed ordinance shall be accompanied by an executive summary that explains the structure of the ordinance and proposed changes. The draft ordinances shall be provided in Microsoft Word, Adobe Portable Document Format (PDF), and Internet-ready format.
3. Conduct at least four work sessions with the Board of Supervisors and the Planning Commission. The Successful Offeror shall make formal presentations and include all charts, graphics, illustrations, and crosswalks needed to explain the proposed ordinances. The Successful Offeror shall provide hard copy and electronic versions of the information presented.
4. Provide formal presentations at public hearings with the Planning Commission and Board of Supervisors to explain the proposed ordinances.

 5. Provide 20 hard copies of the proposed ordinances at each public hearing.

**F. Post-Adoption Deliverables and Implementation**

* + - 1. Provide a digital file of each adopted ordinance (and any related development ordinances if the result is a Unified Development Ordinance) in Microsoft Word, Adobe Portable Document format (PDF), and Internet-ready format. The digital file should include all related charts, tables, and illustrations in Internet-ready format.
			2. Provide a digital file of any adopted zoning maps in ESRI Arc Info format.
			3. Provide a digital file of procedure manuals to implement the proposed ordinances within 60 days of their adoption. The procedure manuals shall assist staff and the general public in learning the new requirements and procedures of the adopted ordinances.
			4. Provide digital copies of the application forms needed to implement the proposed ordinances within 90 days of their adoption. The application forms shall be provided in Microsoft Word, Adobe Portable Document Format (PDF), and Internet-ready formats.

* + - 1. Provide a proposal for development of the interface between the new Planning application forms and the document system that the County selects to replace its current Tidemark system.

**IV. COUNTY RESPONSIBILITIES:**

The Henrico County Director of Planning will designate an individual to act as his representative with respect to the work to be performed under this contract. That individual shall have the authority to transmit instructions, receive information, and interpret and define the policies and decisions with respect to the contract.

**V. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals issued August 4, 2016
* Advertised in newspaper August 7, 2016
* Questions due by August 12, 2016
* Receive written proposals September 2, 2016, 2:30 p.m.
* Conduct oral interviews with Offerors September 2016
* Contract awarded October 2016

**VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

 **B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/purchasing/>

 **C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County’s notice of default.

2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

1. 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.

2. 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations**

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

 **P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

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

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals.

All solicitations are posted on the County’s Internet site

<http://henrico.us/purchasing/>

**S. Subcontracts**

1. No portion of the work shall be subcontracted without prior written consent of the County.  In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors.  The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

2.   The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises.  For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD)  [sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

<http://henrico.us/pdfs/hr/risk/env_policy.pdf> which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall 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.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**VII. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
	1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
	2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
	3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
	4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
	5. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings **shall submit technical questions concerning the Request for Proposal no later than August 12, 2106 in writing.**  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

1. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered

2. Introduction

 Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

 Proposal Signature Sheet – **Attachment B**

 Proprietary/Confidential Information – **Attachment C**

 Virginia State Corporation Commission Identification Number Requirement – **Attachment D**

3. Executive Summary

Response to Scope of Services – **Offerors shall provide a detailed response to each Scope of Work requirement and project management methodology in response to each of the following requirements contained on pages 3 to 6**. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. Resumes of all staff assigned to the project shall be provided as part of the Offeror’s proposal submission.

References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references. References provided should be for work of similar size and scope.

 **Sub-consultants** - Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications**. (If Applicable)**

 Sample Reports – Provide redacted (if appropriate) copies of a minimum of two projects for zoning and subdivision ordinance update services that were provided by your firm.

 Fiscal Stability – Provide evidence of your firm’s current fiscal stability as part of the Offeror’s proposal submission.

 Previous Projects – Provide evidence of your firm’s ability to complete projects within specified completion dates. In addition, include evidence of past project costs, project scheduling performance – to include project start and end dates, change orders requests and other information related to other projects of similar size and scope.

4. Implementation Schedule – Provide detailed information on proposed Offeror resources required for successful completion of the project. In addition, identify any necessary County resources that will be required.

5. Project Management Approach for project of this size, scope and duration.

6. Fee Schedule - Offerors shall provide detailed fee schedule all services requested under the Scope of Services. Pricing should include at a minimum hourly rates for all staff assigned to the project. Pricing should also include all items such as professional time, travel or any other project related expenses.

7. Assumptions - List any assumptions made when responding to the Scope of Services requirements.

8. Exceptions – list any exceptions to the Scope of Services in a separate section of the Offeror’s proposal response and mark section as “Exceptions”.

9. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

**IX. PROPOSAL EVALUATION/SELECTION PROCESS**:

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

* 1. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| EVALUATION CRITERIA | WEIGHT |
| Functional Requirements* Extent to which the proposed solutions satisfies the RFP functional requirements
* Clearly demonstrated understanding of the services to be provided
* Quality and content of sample zoning and subdivision ordinance update documents
 | 30 |
| Implementation Services* Demonstrated ability to provide oversight and implementation services using proven management methodologies
* Project Approach
* Proposed implementation plan and schedule
* Project Team
* Current Workload and ability to complete required work within proposed schedule
* Location where services will be performed
 | 20 |
| Experience and Qualifications* Special experience, technical experience, professional competence and qualifications of proposed personnel assigned to provide the services in accordance with the Scope of Services
* Experience providing similar services for other governmental clients
* Financial Stability of Firm
* References
* Resumes of proposed staff including any professional registrations or certifications
* Organizational chart
* Past cost performance, project scheduling performance and general overall completion on time of past projects
 | 20 |
| Price | 25 |
| Quality of proposal submission/oral presentations | 5 |
| TOTAL | 100 |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days’ notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

 $100,000 for each Disease by employee

 $500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total $3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**ATTACHMENT B**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**Attachment B**

**Page 2 of 2**

**Company Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**Certifications:**

eVA **□ Yes □ No**

NMSDC\* **□ Yes □ No**

WBENC\*\* **□ Yes □ No**

Business Classification Form – Rev. 02/16

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY**

**CHECKING THE APPROPRIATE BOX(ES) BELOW.**

 **(Check all that apply.)**

**□ SMALL BUSINESS**

 **□ WOMEN-OWNED BUSINESS**

 **□ MINORITY-OWNED BUSINESS**

 **□ SERVICE DISABLED VETERAN**

 **□ NON-SWAM \*National Minority Supplier Development Council or**

 **Affiliate**

 **\*\*Women’s Business Enterprise National Council**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Non-SWAM”*** means any category other than small, women-owned or minority-owned (i.e., large, non-or not-for-profit, governmental entity).

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Va. Code § 2.2-4342.F 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 including the section of the proposal in which it is contained and the page numbers, 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.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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| --- | --- | --- |
| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
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**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1‑757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: □