



PLANNING COMMISSION

BOARD OF ZONING APPEALS

GREENE COUNTY PLANNING DEPARTMENT
Post Office Box 358
Stanardsville, Virginia 22973

Tel: 434-985-5282
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Website: www.gcva.us
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INVITATION FOR BID
ZONING ORDINANCE AUDIT

Issue Date: August 28, 2019
Title: Greene County Zoning Ordinance Audit
Issuing Entity: Community Development
Period of Contract: From the date of award through satisfactory completion

All inquiries for information should be directed to:

County of Greene
Mr. Jim Frydl, Director of Planning and Zoning
434-985-1486
jfrydl@gcva.us

Proposals shall be sent electronically, delivered by courier, or hand-delivered to:

County of Greene
Attention: Mr. Jim Frydl
40 Celt Road
P.O. Box 358
Stanardsville, VA 22973

In compliance with this Invitation for Bid and to all the condition imposed therein, the undersigned officers and agrees to furnish the goods/services at the price(s) indicated in Fees section of the bid.

Name of Firm	Phone/Fax No.
Mailing Address	Electronic Mail Address
	FEIN or SSN
City, State, Zip	Greene County Business License No. (if applicable)
Legally Authorized Signature	Print Name

PRE-BID CONFERENCE: N/A

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4310 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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A. Background.

The County of Greene is hereby requesting proposals from qualified, multidisciplinary professionals in the fields of urban planning, architecture, traffic and civil engineering, economic and community development and computer visualization to assist in the audit of the current Zoning Ordinance, zoning map, and design guidelines for the Ruckersville and Corner Store growth areas. The audit will provide recommendations for amendments needed to be in compliance with the State Code and be consistent with the goals and implementation strategies found in the Future Land Use chapter of the Greene County Comprehensive Plan.

The current Zoning Ordinance was adopted in 1975 and has been amended periodically from time to time. In its current form, the Ordinance fails to meet the County needs in several areas. It is a conventional use-based, "Euclidean" model ordinance that segregates uses and inhibits the ability to create a discernible village or town center by facilitating a mix of commercial, office, and residential uses. The County desires professional planning and zoning assistance to explore and develop a practical and useable code or a hybrid ordinance that incorporates the principals outlined in the Greene County Comprehensive Plan.

B. Scope of Services.

The following professional planning services and general scope of work are anticipated. However, consultants are encouraged to expand on this description and to suggest alternative approaches and strategies they believe will better achieve the County objectives:

1. Initial Review and Analysis

The consultants will work with the Planning Commission, the County Staff and the Board of Supervisors in a thorough review of the existing Zoning Ordinance, development challenges in the Ruckersville/Corner Store designated growth area and on-site analysis of the community.

2. Stakeholder Interviews and Public Engagement.

This element will involve key community stakeholders in a series of interviews to communicate community goals and to gain a better understanding of stakeholder objectives and concerns. The consultant will develop the necessary background mapping to aid in the public engagement process. These sessions will also be used to educate and inform business owners, developers, contractors, residents, conservation groups, review agencies and any other identified groups about the advantages and challenges of a form-based/hybrid approach. It is expected that as the stakeholder interviews proceed, the consultant will maintain frequent and complete communication with County Staff.

The consultant will host community workshops, presentations and online surveys intended to move from general visions to specific recommendations including street type, neighborhood type, building form, liveable neighborhoods, pedestrian connections, and design strategies. These will be developed in concept, based on the overall vision of the County and will form the basis for the actual ordinance. The goal of the public engagement process will be to form a consensus among

participants concerning practical neighborhood, street and building form for general areas Ruckersville and the Corner Store nodes.

3. Form-based/Hybrid Ordinance.

The consultant will work with the County Planning Commission and County staff to develop the initial draft of the form-based code or the hybrid ordinance. This process will involve several steps including resolution of the final form of the ordinance, development of key definitions and general provisions, creation of ordinance graphics and finally regulatory language. The County will expect advice from the consultant in working with the County Attorney and County staff on the most effective form for the regulatory structure incorporated in the form-based/hybrid ordinance. Thus, some elements of the ordinance regulatory structure may be more effectively handled in such guideline documents as pattern books or other advisory texts and the consultant will be expected to provide advice on developing such advisory texts or pattern books and the most effective means to incorporate these into the approach. The County anticipates a user-friendly and realistic ordinance, rich in graphics and illustrations that are practical and responsive to existing conditions and the goals and objectives of the Ruckersville and Corner Store growth areas, as found in the Comprehensive Plan.

A key element of this process must be the on-going involvement of the County staff. In addition, the consultant may revisit with stakeholders or public engagement participants to test concepts and approaches to assure that the emerging document is at once responsive to the overall vision, yet practical in its application.

Finally, the County anticipates an implementation strategy including initial rollout guidance and potential incentive concepts to increase the success of the proposed changes.

4. Presentation.

The consultant will present the initial draft ordinance to the Planning Commission in a public information session. The session will be structured as an informal, open house including story-board or other presentation formats to introduce the draft document and to explain how it varies from the current and how it supports the goals of the Comprehensive Plan. The form of the open house will be at the direction of the consultant, but the County desires a brief synopsis of the draft ordinance which may be prepared as a hand-out for open house attendees. Following these meetings, the consultant will confer with the County staff to resolve any major issues on the draft. Final adoption of the ordinance will be the responsibility of the County staff.

5. Deliverables.

The consultant will be expected to provide all graphics and illustrations to be included in the ordinance, the synopsis and any hand-outs used in public meetings in both "hard copy" and electronic form. In addition, all text produced through this assignment will be provided in "hard copy" and electronic form.

C. Proposal Submission.

The proposal must be received no later than 12:00 p.m. on September 20, 2019. Proposals received after this deadline will not be considered. Submitted proposals shall remain in effect for 120 days from the due date. All costs incurred for proposal preparation, presentation or contract negotiations are the responsibility of the consultant. The County of Greene reserves the right to reject any or all proposals submitted in response to this request for proposal and/or to select the proposal that it determines, in its sole judgment, to best meet the needs of the County.

To be considered, proposals should include the information set forth below and must be received by the due date at the following address:

Mr. James F. Frydl
Greene County Zoning Administrator
P.O. Box 358
Stanardsville, VA 22973

D. Proposal Format.

Proposals shall include the following information:

Bidders shall include the following with their bid submission:

- Completed and signed Quote
 - Proof of Insurance
 - Workman's Compensation Certificate of Coverage
1. Cover Letter. The cover letter should be signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the County. The cover letter should also identify the firm submitting the proposal and any sub-consultants that may be proposed. It should generally outline your understanding of the assignment.
 2. Work Approach and Timeframe. Present a detailed description of the work you propose to fulfill the requirements of this request for proposal. For each task, describe the activity, the intended results, any work or activity you assume will be conducted by the County and an anticipated timeframe for completion.
 3. Professional Staff. Describe which individual professionals would work with the County, their respective roles in the project and provide professional resumes of each key member of the project team.
 4. Qualifications and References. Provide descriptions of recent prior experience with other clients, which is relevant to the challenges of this assignment. For each past project, include the name, title and phone number of a representative that the County may contact to discuss your experience.
 5. Fees. Provide your fees for performing the services required as detailed in your proposal. Describe any modifications you would recommend to the general work scope described in this request for proposal and the impact of those modifications

on your fee proposal. Fees shall be stated as a total not-to-exceed fee for the services outlined, based on the hourly billing rates of the staff that would serve the County together with any added reimbursable costs for such expenses as printing, mileage, data or sub-consultants.

6. Bidder request for clarification.

Questions pertaining to the specifications of this invitation to bid will be accepted from any and all bidders but must be in writing and directed to the individual identified on the cover page. Unauthorized contact with other Greene County staff may result in disqualification of the bidder.

7. Mandatory and optional work

All items listed in the specifications are to be considered mandatory, except work and equipment listed in the Options section (if any). Any person bidding on this project must agree to price and perform all work, and furnish all equipment listed in both the mandatory and optional sections of this specification. It is understood that the purchaser may select or delete items listed as options as necessary when evaluating the bid.

8. Understanding of requirements.

It is the responsibility of each bidder to inquire about and clarify any requirements of this solicitation that are not understood. The County will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the individual identified on the cover page. A copy of all queries and the respective responses will be provided in the form of an addendum to all bidders who have indicated an interest in responding to this solicitation. Your signature on your Bid certifies that you fully understand all facets of this solicitation.

E. Evaluation of Proposals.

The County will evaluate all submitted proposals based on the responsiveness of the work approach proposed, the qualifications of the staff that will work with the County, the overall qualifications of the firm and the fees proposed. Specifically, the County is seeking consultants with the following capabilities and experience:

- Experience in preparing form-based/hybrid ordinances or codes to regulate development and redevelopment in smaller communities.
- Experience in building community consensus to support innovative regulatory structures
- Strong graphics and written and oral communication skills
- Experience in evaluating, codifying and capturing qualities of community design and character
- Experience in developing successful implementation strategies

The County may schedule oral interviews with some or all of the firms responding and, in that event, the outcome of such interviews may influence the evaluation of proposals.

1. Award. The County reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the County. The award or awards will be made to the lowest responsive, responsible bidder or bidders, as applicable.

2. The right to reject bids/proposals.

The County reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

F. Timing.

It is expected that a contract will be executed with the selected firm within 60 days of the due date for proposals.

G. General Terms and Conditions

LAWS AND REGULATIONS

a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of Greene County and the Commonwealth of Virginia bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, and by applicable regulations.

b) This Contract and all other contracts and subcontracts are subject to the provisions of Title 40.1, Chapter 4 of the Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.

c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

d) The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commission of the Commonwealth of Virginia, and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.

e) All rules, regulations, and terms associated with building Permits issued by Greene County are hereby incorporated in full into this contract.

f) CONTROLLING LAW; VENUE: This contract is made, entered into, and shall be performed in the County of Greene, Virginia, and shall be governed by

the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from the IFB, its interpretations, or its performance shall be litigated only in the Greene County General District Court or the Circuit Court of the County of Greene, Virginia.

CONTRACTUAL DISPUTES (§ 2.2-4363, Code of Virginia)

a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the County shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

b) No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the County Administrator or her designee. The Contractor may not institute legal action prior to receipt of the County's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

c) The decision of the County Administrator or designee shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract. Pursuant to § 2.2-4366, Alternative Dispute Resolution, of the Code of Virginia, the County may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the County, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to § 2.2-514, as applicable.

SUBCONTRACTS

a) The bidder shall notify the County in writing of the names of all Subcontractors proposed for the principal parts of the Work. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing work on the project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable.

- b) The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated on the bid form. The Contractor shall include the stipulated amount plus his Contractor markups in the bid. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- c) The Contractor shall be fully responsible to the County for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the County and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the County or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- d) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- e) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees, and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contractor by statute.
- f) No portion of the work shall be subcontracted without the prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

AUDIT

- a) The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Greene, whichever is sooner. The County, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during the said period.

NONDISCRIMINATION

- a) § 2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:
 - 1. "During the performance of this Contract, the Contractor agrees as follows:
 - 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.

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

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

a. Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

b. Greene County does not discriminate against faith-based organizations as that term is defined in § 2.2-4343.1 of the Code of Virginia.

PROHIBITION OF ALCOHOL AND OTHER DRUGS

a) § 2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

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. 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 this chapter, 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."

b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor, and Supplier personnel at the Site:

1. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and

2. The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

TERMINATION BY OWNER FOR CONVENIENCE

The County may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written a notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as the County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the County may require, to assign to the County the Contractor's interest in all Subcontracts and purchase orders designated by County. After all such steps have been taken to the County's satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

- a) All reasonable expenses incurred by the Contractor. Contractor shall itemize and justify all claimed expenses.
- b) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, the County shall have no further obligations to the Contractor of any nature.

OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- a) Prior to termination of the Contract, the County shall give the Contractor ten (10) calendar days written the notice, during which the Contractor may rectify the basis for the notice. If rectified to the sole satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the County may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the County finds acceptable. If at any time after such postponement, the County determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor in writing of the termination.
- b) If it should be judicially determined that the County improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- c) Termination of the Contract under this Section is without prejudice to any other right or remedy of the County.

EXTENSION OF TIME

If the Contractor expects and requires additional time beyond date required by the County for completion of the Work, the Contractor may request in writing to the Contract Officer a request for an extension and justification thereof. The County, at its sole discretion, may approve or reject any such request at its discretion. Failure to complete the Work on time is justification for an immediate Termination for Cause upon written notice.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to § 2.2-4311.2 (B) of the Code of Virginia, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 of Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 of Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

QUALIFICATIONS OF BIDDERS

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the offer's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods of this IFB.

LATE PROPOSALS AND MODIFICATION OF BIDS

It is the sole responsibility of the bidder to see that his bid is received by the specified time and date. Bids received by the Procurement Officer after the due date and time will not be accepted and will be returned to the bidder, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes are shown on the outside of an envelope will not be acceptable.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE

The signed bid should be returned in an envelope or package, sealed and identified as outlined on page 1 of this document.

If a bid not contained is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

WITHDRAWAL OF BID AFTER OPENING

To withdraw a bid after bid opening, a bidder must satisfy the substantive requirements of § 2.2-4330 of the Code of Virginia. In addition, the following procedures shall apply:

- a. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. The mistake may be proved only from the original work papers, documents, and materials used in preparation of the bid and delivered as required herein.

CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

EXTRA CHARGES NOT ALLOWED

The bid price shall be for complete construction ready for the County's use, and shall include all charges; extra charges will not be allowed. The contractor will be responsible for obtaining and paying for all necessary permits, licenses, taxes and regulatory fees; such fees should be figured into the bid price.

CONTRACTOR'S PERFORMANCE

The Contractor 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. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications and drawings of this bid.

TAXES

- a) The Contractor shall pay all county, city, state and federal taxes required by a law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.
- b) The County of Greene 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.

COLLUSION

By submitting a proposal in response to this Invitation for Bids, the Bidder represents that in the preparation and submission of this proposal, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder 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. Section 1) or §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

INDEMNIFICATION

The successful Bidder agrees to indemnify, defend and hold harmless the County of Greene including Greene Public County Schools, its 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 Bidder, provided that such liability is not attributable to the County's sole negligence.

SEVERABILITY

Any written contract resulting from this IFB shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

APPROPRIATION

The obligation of County to make payments hereunder is subject to availability of annual appropriation of funds for such purpose. Notwithstanding the foregoing, County hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the fiscal year. County further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for the Services. In the event that County cannot procure or obtain lawfully appropriated and available budget authority for the Services, and notified Contractor in writing of such non-availability of funding, this Agreement may be terminated by County without further liability, except that County shall pay Contractor for all services provided by Contractor and accepted by County up to and including the date of termination.

ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any sums of money due or to become due to him hereunder, without the prior written consent of the County. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

COOPERATIVE PROCUREMENT

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the Commonwealth of Virginia with the consent of the contractor.

METHOD OF PAYMENT

The Contractor will be paid 45 calendar days after final completion of the construction project described herein following formal acceptance and receipt of a correct invoice.

All invoices must reference the Greene County Zoning Ordinance Audit and shall be submitted to:

County of Greene
Attention: Mr. Jim Frydl
40 Celt Road
P.O. Box 358
Stanardsville, VA 22973

**THE FOLLOWING QUOTE IS SUBMITTED FOR THE GREENE COUNTY ZONING
ORDINANCE AUDIT**

Bidder:

Representing:

Address:

Telephone:

Fax:

E-mail:

SIGNATURE:

Part A – Virginia Contractor’s Registration Number

<i>Name</i>	<i>License Number</i>	<i>Class</i>

PRINT legibly or provide a copy of the current license.

Part B – Bid Price

(attach if needed)

TOTAL BASE BID \$