



COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL

Issue Date: September 5, 2017

RFP #11010-18-01

Project Title: **Legislative Services**

Proposals will be received subject to the Conditions attached hereto until **10:00 a.m., Monday, September 25, 2017** from qualified firms to provide consulting services to implement and monitor the legislative program of the County of Augusta.

Where to submit Proposals:

Corey Richie, VCA, Senior Purchasing Assistant
County of Augusta, Finance Department
18 Government Center Lane
Verona, VA. 24482

Copies of Request for Proposals may be obtained by visiting our website, www.co.augusta.va.us or contacting:

Corey Richie, VCA, Senior Purchasing Assistant
Telephone (540) 245-5741 Ext. 1
Fax (540) 245-5742
criche@co.augusta.va.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

	Date: _____
	BY: _____ Signature in Ink
	Title: _____
Email: _____	Telephone: _____

**COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL**

PROPOSED SCHEDULE OF EVENTS

Issue RFP	September 5, 2017
Proposals Due	September 25, 2017
Distribute Proposals to Selection Committee	September 25, 2017
Selection Committee Interviews with Selected Firms	Week of October 2, 2017
Contract Finalization	October 23, 2017

OVERVIEW

The County of Augusta is soliciting proposals from qualified firms for consulting services to:

- Introduce the legislative agenda of the County to elected members of the General Assembly, the Governor, and appointed members of the Administration as needed;
- Monitor legislative and administrative policy activities of the legislative and executive branches prior to, during and following the General Assembly Session that may impact upon the interest of the County; and
- Communicate the positions of the County to the General Assembly, the Governor and appointed members of the Administration as related to such policy activities.

These services are of a professional nature, and Offeror is expected to abide by professional and ethical considerations characterizing this field of professional service.

SCOPE OF SERVICES

To accomplish the purpose of this solicitation, Offeror will:

- Provide County, along with other support personnel as needed, with consulting services;
- Meet with members of the General Assembly whose districts include all or a portion of Augusta County and with members of the Administration to educate them on the needs of the County;
- Assist with the development of the County's Annual Legislative Agenda;
- Monitor and report regularly to the County on the legislative and executive branch activities, including the State's budget, which relate to and impact the County and make recommendations to the County concerning the development of positions in response to such activities;
- Communicate the County's positions to the legislative committee members and staff, other members of the General Assembly, and the administration as beneficial to the County and in collaboration with the County's designated liaison;
- Participate in networks with other local and regional legislative liaisons, representing the interests of the County;
- Provide frequent and regular written reports to the County's designated liaison on introduced bills and resolutions, and the Biennial Budget items;
- Assist with the planning for, confirm attendance of members and their staffs at, and attend, the legislative functions hosted by the County in conjunction with VACo/VML Legislative Day;
- Provide a final written report at the conclusion of the annual General Assembly Session and following the conclusion of the "Veto Session" summarizing the results of actions; and
- Handle limited legislative matters at the federal level, as assigned by the County.

To facilitate the success of these services, the County will provide appropriate staff contact for accurate and timely information that may be required of the County in order to respond to inquiries related to legislation or to afford accurate representation of the County's interest to the General Assembly by Offeror.

A copy of the 2017 Legislative Agenda is included for reference.

Highland County Partnership

Offeror shall furnish to the County of Highland certain of the same services as are furnished to the County hereunder. The services to be furnished to Highland shall be limited to the following:

- Offer shall provide to Highland such reports as are furnished to Augusta County; and
- Upon identification by Highland to Offeror of specific legislation proposed by Highland or of specific interest to Highland, Offeror shall communicate Highland's positions to the legislative committee members and staff, other members of the General Assembly, and the administration as beneficial to Highland an in collaboration with Highland's designated liaison.

Such services to be furnished to Highland are included in the compensation to be paid to Offeror under this Request for Proposal. The Offeror shall be entitled to no additional compensation for such services. Highland has agreed to reimburse the County for a portion of the compensation to be paid by the County to Offeror, pursuant to the separate agreement between the County and Highland.

1. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS: This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc.

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the County. It shall be the sole responsibility of the offeror under all circumstances to assure that its proposal is received by the date, time and location specified herein.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major

negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the county pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
- 3. Specific plans for providing the proposed goods/services including:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion (if not otherwise specified by the County in the statement of needs).

4. Proposed Price or Compensation (open to negotiation). Describe the proposed method and amount of compensation.”
5. Offerors are to submit a list of clients to whom you have supplied the goods or services required with addresses, phone numbers and contact person [Attachment A]. We reserve the right to contact owners of the product or service.

2. Evaluation and Award Criteria

A. Proposals shall be evaluated by the evaluation committee using the following criteria:

Criteria	Description	Maximum Score
Approach or methodology	Knowledge of Augusta County and Virginia issues and experience in working successfully in a partisan environment	30 points
Professional Qualifications & Experience	Breadth of exposure to the state legislative process, House of Representatives and Senate, and past success in obtaining funding and favorable legislation for government clients	30 points
Cost	Proposed Fees	20 points
References	References from other Virginia clients	20 points
	TOTAL POSSIBLE POINTS	100 POINTS

B. AWARD OF CONTRACT:

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents.
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD.

3. General Terms and Conditions

10.1 PRECEDENCE OF TERMS: In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.

10.2 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit the questions using the Pre-Proposal Question Form (Attachment A) by submitting it to the person whose name appears on the face of the Request For Proposal, no later than five (5) days before the proposal due date. Any revisions to the solicitation will be made only by addendum issued by the County.

10.3 PAYMENT TERMS: Upon receipt and acceptance of the equipment/services from the successful contractor, the County will pay the Contractor's Statement of Amount Due within thirty (30) days of receipt of invoice.

10.4 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

10.5 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the County.

10.6 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal.

10.7 ANTI-DISCRIMINATION: By submitting their proposals, all Offerors certify to the County of Augusta that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Offeror agrees as follows:

A. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Notices, advertisements and solicitations placed by or on behalf of the Offeror 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.

D. The Offeror 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.

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

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

10.9 PUBLIC INSPECTION OF PROCUREMENT RECORDS: Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

10.10 COSTS OF PROPOSAL PREPARATION: Any costs incurred by the Offerors in preparing or submitting proposals are the Offerors' responsibility. The County will not reimburse any Offeror for any costs incurred as a result of a response to this Request for Proposal.

4. Special Terms and Conditions

11.1 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

11.2 CANCELLATION OF CONTRACT: The County reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor.

11.3 INSURANCE COVERAGE: Prior to the execution of the Contract, the Contractor shall furnish the County with a Statement of Insurance coverage from his agent indicating effective dates and limits of coverage for professional liability, workers compensation and automobile insurance.

11.4 OBLIGATION OF OFFEROR: By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

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

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

The County shall not be held liable for any costs or damages incurred by another jurisdiction or political

subdivision as a result of any award extended to that jurisdiction or political subdivision by the successful offeror.

11.6 REPRESENTATION: The Offeror will not represent any other client before the General Assembly which has any interest, directly or indirectly, that would conflict in any manner with the County's interest or which would interfere with the performance of the Offeror's duties. Offer shall disclose to the County any such conflict or potential conflict at the time Offeror obtains knowledge of the same.

11.7 CONFIDENTIALITY: To the extent permitted by law, the County's legislative activities and all discussions related thereto shall be treated as confidential and shall not be disclosed by Offeror to third parties, except as directed by authorized representatives of the County.

11.8 LOBBYING REGISTRATION AND DISCLOSURES: Offeror shall comply with the registration and disclosure requirements set forth in Title 2.2, Chapter 4, Article 3 of the Code of Virginia (1950), as amended. The County shall complete and furnish within ten business days any related and required materials to fulfill the filing requirements of this section.

11.9 CONTRACT QUANTITIES: The quantities specified in this Request for Proposal are estimated only, and are given for the information of the bidders. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the County.

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT AUGUSTA COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

Attachment A

Reference List

To Be completed by Offeror

1. QUALIFICATION OF OFFEROR: The offeror certifies it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services _____ years ___ months.
3. REFERENCES: Indicate below a listing of four (4) recent references for whom the offeror has provided this type of service. Include the date the services were furnished and the name and address of the person that the County has your permission to contact. If the offeror has not recently provided this type of service, list four (4) general references that the County has your permission to contact.

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

_____	_____	_____
	_____	Phone _____

_____	_____	_____
	_____	Phone _____

_____	_____	_____
	_____	Phone _____

Attachment B

Pre-Proposal Question Form

Project Title: **Legislative Services**

RFP #: **11010-18-01**

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

Please note that all questions should be directed to the Officer designated on the Notice of Request for Proposal and should be received at least five (5) business days prior to the time set for the receipt of proposals to allow for sufficient time for an addendum to reach all Offerors. If there are two (2) weeks or less between the issuance of the Request for Proposal and the time set for receipt of proposals, then Offerors may continue to submit questions up until three (3) business days prior to the time set for receipt of proposals.

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

Firm Name and Address:

_____	Telephone: (____) _____
_____	Fax: (____) _____

Signature: _____ Date: _____

Title: _____ Email: _____