



BUNCOMBE COUNTY

Request for Proposal

Buncombe County Comprehensive Plan 2023

Date of Issue: January 27, 2021

Proposal Submission Deadline: April 27, 2021

At 2:00 PM ET

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1.0 PURPOSE AND BACKGROUND

Buncombe County is seeking proposals for professional planning services to assist in the development and production of a Comprehensive Plan. Proposals should demonstrate a vendor's competence, experience, and qualifications in providing services. Vendors must have experience successfully working in the state of North Carolina.

Purpose:

The Request for Proposals is intended to solicit proposals from qualified vendors for: development of Buncombe County's Comprehensive plan and leading the public engagement process. The Comprehensive Plan will guide future growth, development, and community building in Buncombe County as a result of robust public engagement. The Comprehensive Plan will serve as both a physical plan and policy guide, and will be used by elected officials and appointed boards, staff, community members, and other decision makers who are charged with shaping how Buncombe County will grow in the future.

A detailed description of services to be provided is outlined under "Scope of Work". The selected vendor will work with Buncombe County in facilitating the planning process and producing a Comprehensive Plan that will guide development for a 20-year period.

Background:

Buncombe County is located in the mountains of Western North Carolina. There are six (6) municipalities located in the County, the largest of these being the City of Asheville. The County includes 656 square miles and a population of approximately 261,000.

There are rural, suburban, and urban development patterns within the County. Interstates 26 and 40 intersect near Asheville, with several NC highways crossing through most sectors. Public water and sewer services are available in certain areas, clustered in and around municipalities and as dictated by topography. The County has river valleys and steep slopes, and contains two (2) national forests and a section of the Blue Ridge Parkway.

Buncombe County's economy is driven by its location and topography. Much of the employment sector is service based due to a strong tourism industry. The regional hospital system for Western North Carolina is located in Buncombe County, as well as the Asheville Regional Airport. Specialized manufacturing and technology based companies, including aerospace and defense industries, are located in the County. The County is also home to the National Climatic Data Center.

Due to growth and concern for future land use patterns, Buncombe County adopted countywide zoning in 2009. The original 1998 Land Use Plan was updated most recently in 2013, and the zoning ordinance has been updated since its adoption to address steep slope development and density bonuses for proposals including affordable housing. Due to continuous growth since 2013, the current planning framework has become outdated. In addition, with the requirements of NC General Statute Chapter 160D, which mandates the need for local governments to adopt a Comprehensive Plans in order to enforce zoning regulations, the County is in need of the guidance that will be provided through a relevant and encompassing Comprehensive Plan.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of this RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in this document. If the County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The County may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Unless specified through this process, the County rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The County will make every effort to adhere to this schedule. *Please be advised that the timeline for application submission, vendor selection and process timeline will likely change due to the ongoing COVID-19 pandemic.*

Event	Responsibility	Date
Issue RFP	County	January 27, 2021
Mandatory Pre-proposal Conference	County	February 10, 2021
Question Submittal Deadline	Vendor	February 24, 2021
Provide Response to Questions	County	March 10, 2021
Submit Proposals	Vendor	April 27, 2021
Vendor Interviews	County	May 12, 2021
Vendor Selection	County	May 31, 2021
Contract Award	County	July 30, 2021
Contract Effective Date	County	August 2, 2021

2.4 PROPOSAL CONFERENCE AND QUESTIONS

A mandatory pre-proposal conference will be held on February 10, 2021 at 10:00 a.m. via video conferencing to allow potential vendors to ask questions and to hear more about the project. To participate, send an email requesting access to ron.venturella@buncombecounty.org by February 9, 2021 by 5:00 p.m. in order to receive login instructions.

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to ron.venturella@buncombecounty.org by February 24, 2021 at 5:00 p.m. Vendors should enter "RFP Buncombe County Comprehensive Plan 2023 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. All communication with County staff regarding this RFP shall be via email directed to Ron Venturella, Procurement Manager at ron.venturella@buncombecounty.org.

2.5 PROPOSAL SUBMITTAL

Proposals will be received until April 27, 2021 at 2:00 p.m.. *Please be advised that the timeline for application submission, vendor selection and process timeline may change due to the ongoing COVID-19 pandemic.* All proposals may be submitted in a sealed envelope(s) or electronically submitted via email and properly identified with "RFP Buncombe County Comprehensive Plan 2023 Submittal".

Proposals may be hand-delivered or emailed to:

Ron Venturella, Procurement Manager
200 College Street, 4th Floor
Asheville, NC 28801

E-mail: ron.venturella@buncombecounty.org

Cost proposals must be submitted by hand or through USPS priority/certified mail/UPS/Fed Ex or other trackable delivery service in a sealed envelope which is separate from the primary project proposal documents.

The County's capacity for email attachments is 35MB. It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County. It is the responsibility of the vendor that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the vendor name, address, phone number and authorized representative along with the Proposal Number.
- c) Describe the vendor's background, experience, and capabilities as it relates to the Scope of Work outlined in the RFP.
- d) Identify all subcontractors to be used for the proposed Scope of Work. For each subcontractor listed, vendors shall indicate: (1) what products and/or services are to be supplied by that subcontractor and; (2) what percentage of the overall scope of work that subcontractor will perform.
- e) List the names, title, and qualifications of each of the key personnel who will be assigned to complete the Scope of Work, and briefly explain what role in the process each person will have if there are defined roles.
- f) List at least three (3) client references, including public and private organizations, of a similar size and for whom the vendor has provided services in the past two (2) years. Provide telephone numbers and contact names for references.
- g) Provide a copy of a plan completed by the vendor within the last two (2) years.
- h) Provide a brief summary of your understanding of the proposed project.
- i) Outline how you the vendor will achieve the goals of the project as outlined in the Scope of Work. Particular attention should be given to describing your proposal for Public Engagement.
- j) Provide specific costs for services. See Section 2.5 for instructions on properly submitting cost proposals.
- k) Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the vendor and answer questions or provide clarification concerning the vendor's proposal.

2.7 ETHICAL CONDUCT

Buncombe County is committed to the execution of a fair, professional, ethical, and transparent RFP process. In the interests thereof, all contact with Buncombe County, by any RFP Respondent, which may occur on or after the date of issuance of this RFP, shall occur in compliance therewith. Communications of any representative of Buncombe County, other than those persons identified in Sections 2.4 and 2.5 above, shall be a disqualifying event. Communication with any other elected, appointed, or staff representative of Buncombe County is strictly prohibited.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the vendor(s) meeting the RFP requirements and which is/are best able to meet the needs of the County.

Buncombe County reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract with one or more vendors based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

3.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

1. **Qualifications.** Provides proof of experience working with similar communities on a Comprehensive Planning process, and with communities in North Carolina. Provide proof of experience working with underserved communities (Black, indigenous, people of color (BIPOC), ESL, people facing economic barriers, people with disabilities, minority communities, etc.)
2. **Value.** Proposal adequately and most cost effectively makes use of the proposed budget.
3. **Understanding of Project.** Proposal provides an understanding of the project and all components of said project.
4. **Communication.** Proposal shows the vendor has the ability to approachably communicate complex policy, land use, and planning concepts and consequences to a diverse group of citizens, stakeholders, elected officials, and boards.
5. **Approach to Project.** Proposal clearly outlines the project process and what tasks the vendor will complete.
6. **Quality of Work.** Proposal provides details regarding the quality of work intended to be provided, and provides examples of previous work products that are of high quality.
7. **Personnel.** Proposal specifies specific and adequate staff resources that will be assigned to the project for a project of this size and scope.
8. **Public Engagement Plan.** Proposal provides proof of a proven ability to equitably engage citizens, stakeholders, elected officials, and boards in the public engagement process using a diverse and well thought out engagement plan that considers the constraints of the current COVID-19 pandemic.
9. **Capacity.** Vendor demonstrates its capacity to complete the project within the specified timeframe inclusive of other current and pending contractual engagements.

After the initial review of proposals, the County shall select finalists to participate in an interview with the selection committee, to include County Management and Planning Staff. The committee may also include representatives from County Boards, Stakeholders, and other individuals whom the vendor will be working with on an ongoing basis during the planning process.

4.0 REQUIREMENTS

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date").

4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to Buncombe County. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

4.4 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under any Contract resulting from this RFP in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under any Contract resulting from this RFP. Vendor will serve as the prime contractor under any Contract resulting from this RFP and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in any Contract resulting from this RFP are required for Vendor's proper performance, provision and delivery of the service and deliverables under said Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of said Contract to the same extent and in the same manner as if specifically described in said Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under any Contract resulting from this RFP; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of any Contract resulting from this RFP; and that entering into any Contract resulting from this RFP is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

The purpose of this project is to actively engage citizens, staff, and the community in a process that will result in a Comprehensive Plan that will provide guidance in directing the County's land use policies, and physical and community development for the next 20 years. Reviews of progress and updates to the Plan will occur when necessary, with a more formal review and update occurring every five to seven years to maintain relevancy, consistency, and commitment.

5.1 KEY PRINCIPLES AND ELEMENTS

- **Graphics:** The selected vendor shall use visualization techniques that graphically and accurately depict pertinent information for each component of the Plan, including, but not limited to: branding, infographics, wordmaps, photographs, illustrations, and renderings. Easy to read and informative charts, graphs, and maps shall be used throughout the Plan. Graphics and coloring schemes shall be used as tools to distinguish important items as themes or goals throughout the Plan.
- **Historical Component:** A historical component will be included in the Plan, wherein the history of Buncombe County and cultural context is relayed, and significant County policy changes are placed in historical context. A review of current and past planning efforts and land use tools shall be included.
- **Defined Goals, Policies, and Actions:** The goals, policies, and actions that are identified through the Plan shall be clear, consistent, and identified through an attractive and recognizable schematic throughout the Plan.
- **Plan's Accessibility and Length:** The Plan shall be written in a way that is accessible and understandable; the Plan will not be written for Planners but for the general public. The Plan will be concise but include all necessary components.
- **Public Engagement:** The Plan shall be developed with robust public engagement, ensuring those that often do not participate have opportunities to participate in the development of outcomes. The engagement will include, to the best of vendor's ability within the confines of the current public health crisis, some traditional methods of public engagement, such as surveys, and appropriately planned, safe public meetings following all recommended public health guidelines. In addition, public input will also employ innovative non-traditional digital and online engagement techniques, connecting to citizens where they are, examples of which include: outdoor community kiosks, online forums, a website, including a web-based portal for education and input on the County's website, videos, social media (Facebook, Twitter, Instagram), etc. The engagement will intentionally include and seek out citizens with unique perspectives who have been traditionally underserved (i.e., youth, people facing economic barriers, minority communities, BIPOC, people with disabilities, ESL, and both urban and rural families). The types and frequency of engagements, and the targeted constituencies, shall be quantified to ensure accountability and validity. The selected vendor will provide a Communication and Public Engagement Plan, which will outline best practices for equitable, safe in-person, online, and text-enabled participation, including recommendations for the use of an online Civic Engagement portal. The vendor will assist in the development of a toolkit to enable Planning staff to engage in outreach efforts with the public without the need for the vendor to be present at every meeting or event. The Public Engagement Plan and staff toolkit shall also include specific tools for engaging youth. Methods of outreach to solicit participation among various constituencies shall be specified.
- **Future Needs:** The Plan shall seek to educate and call out the need for additional planning efforts, if needed, including small area plans or other stand-alone plans.
- **Environmental Protection:** The Plan will recognize the County's efforts in resiliency and hazard mitigation, as well as outline future goals and actions necessary to maintain and improve our County's natural resources and environmental health. A review of the Sustainability Plan, Hazard Mitigation Plan, and Land Use Plan Update, as well as the County's Environmental Ordinances will be included in this component. The County's vulnerability

to natural disasters and extreme weather events shall be reviewed, and future action steps for resiliency and mitigation shall be outlined.

- Tourism: The Plan shall seek to describe how tourism is projected to impact County needs and growth.
- Regionalism: The Plan's geographical area will be Buncombe County, but when possible and appropriate, the connection between the County, its municipalities, adjacent counties, and our regional partners shall be emphasized. Special attention should be devoted to the differential needs and services available to urban and rural communities, especially the former ETJ areas of Asheville and Weaverville.
- Racial Equity Lens: The Plan will approach all Key Principles, Elements and Components with a Racial Equity Lens. This Racial Equity Lens will be specific to the needs, communities and populations of Buncombe County.

5.2 COMPONENTS

Buncombe County has established the preliminary components of the Plan under this Scope of Work to serve as the guide for the Plan's framework. The components will serve to direct the Plan's development and potential partners are encouraged to suggest innovative additions/modifications to these components through explanation in the submitted proposal. Existing planning and policy documents for the various components of the proposed Comprehensive Plan have been gathered and will be used to further synthesize and build upon the basis of our current development policies and practices. **Please note that components may be added or removed as the planning process unfolds based on feedback from staff, the community, boards and commissions and elected officials.

- Executive Summary: An executive summary that outlines the vision, detailed goals, and elements that are laid out in the Comprehensive Plan. The executive summary will be located within the Comprehensive Plan but may at times function as a stand-alone document.
- Community Profile Development and Existing Conditions: A history and review of current planning efforts, including an inventory, review and analysis of existing policies and conditions. Demographic and population analysis using the most recent and reliable data available will be included. A comprehensive land use survey and database shall be prepared resulting in a parcel level current land use data set which may be used to develop a future land use plan. A property inventory shall be created which identifies industrial, institutional, commercial, recreational, vacant, and residential land use. Topographic and natural feature maps (including steep slope/high elevation, protected ridge, floodplain, national forest, and conserved properties), and infrastructure maps (including public water, public sewer, natural gas, transportation, broadband) shall be included.

Within this section of the Plan, additional components will be addressed with a review of current plans, policies, and ordinances for each, and how each of these components should be considered in relation to this Comprehensive Plan. These components include:

- Transportation
- Affordable Housing
- Hazard Mitigation/Resiliency
- Sustainability/Environment/Conservation
- Aging Population and other demographic trends and projections
- Early Childhood/Youth Population trends/Multigenerational Needs
- Equity
- Land Use/Development Trends/Future Land Use
- Critical Facilities/Concurrency Management

- Economy and Industry
- Emergency Management/Public Safety
- Farmland/Food
- Infrastructure
- Tourism (including short term rentals, hotels)
- Nodes/Small Area Plans
- Parks/Greenways/Healthy Community
- Visioning and Development of Goals, Policies, Actions: The goals, policies, and actions shall be developed following significant public engagement. These items will help define the vision for the County regarding future growth and development. A needs assessment will be developed which identifies gaps or conflicts between current Ordinances or policies and recommended items.

A description of the pertinent public engagement activities should be provided in this section of the Plan. The types of outreach and number of participants should be included, as well as examples of insight and focus provided.

Within this component of the Plan, recommendations for implementation policies and actions shall be provided. These policies and actions should include benchmarks, priorities, and measures for accountability with specific targets and an implementation schedule. Implementation policies and actions shall take into consideration that the Comprehensive Plan will be used in the future as a guiding document for the County's Strategic Plans. Further, the County just completed a new strategic plan, and alignment opportunities within identified components should be evaluated as part of the comprehensive planning process.

The future land use plan and GIS database shall be provided and prepared using population projections and build-out scenarios of preferred land-use patterns. The build-out scenarios shall use projections of uses, and infrastructure improvements projected and required. The impact of major development activities and master plans should be considered. This map should be created in a format that is compatible with Buncombe County's current Geographical Information System (GIS).

An additional GIS database shall be created identifying areas of potential future growth, and infrastructure needs required for this growth. Former (Asheville and Weaverville) and intact (Montreat) Extra-Territorial Jurisdictions (ETJs) within the County should be identified.

5.3 SERVICES ANTICIPATED

- 1) Meet with staff to review project scope and timeline;
- 2) Begin the process of data compilation, utilizing County staff resources to provide current plans and Ordinances, and access to current GIS data;
- 3) Develop procedure for compiling missing data (plans, GIS data sets, and other documents) and analyze data;
- 4) Meet with staff to develop plan for extensive public engagement, and assist in its implementation;
- 5) Conduct meetings with the Comprehensive Plan Steering Committee (hereinafter referred to as the Committee), elected officials, and stakeholders to obtain input and guidance;
- 6) Conduct select meetings with the public;
- 7) Schedule periodic review meetings with staff on process and progress, and make periodic reports to the Committee and County Boards;
- 8) Create materials for public meetings and media throughout Plan creation;
- 9) Develop goals, action steps, and benchmarks with an implementation schedule;

- 10) Complete needs assessment to identify policy and ordinance changes, priorities, and challenges;
- 11) Draft Plan, including written and graphic elements, and submit for ongoing review and approval, following project schedule;
- 12) Prepare public draft of the Plan and present to community;
- 13) Edit public draft, prepare final draft, and present to Boards for adoption.

5.4 DIVISION OF LABOR

The selected vendor will have ongoing access to two (2) specified Planning & Development Department staff who, in addition to their regular duties, are tasked with responding to vendor questions, providing available maps, data, and documents, and assisting the vendor with tasks related to the completion of the Scope of Work. Additional County staff from the Planning and other Departments will be made available when appropriate. It is the expectation of the County that County staff's time and existing resources will be utilized to control project costs.

5.5 TIMELINE

A preliminary timeline for the project is proposed in this RFP for general information purposes only, and may be adjusted with input from the selected vendor during the contract development phase, and is subject to change.

Task	Completion Date
RFP Selection Process	April 2021
Contract and Budget Approval	July 2021
Evaluate Existing Conditions	October 2021
Goal and Policy Formation	March 2022
Draft Goals and Policies and Obtain Public Buy-in	May 2022
Draft the Plan	July 2022
Planning Board Review	October 2022
Board of Commissioner Review and Adoption	April 2023

5.6 FINAL DELIVERABLES

The vendor shall provide both a print-ready, and a web-formatted copy best suited for online display, of the complete Comprehensive Plan. At the completion of the project the selected vendor shall provide to the Planning & Development Department digital copies of all data, photos, files, reports, and other documents collected and created during the planning process, in both static (PDF) and editable formats (ex: .JPG, .SHP, .INDD, .XLSX, .AI, .MXD, etc.) when applicable.

5.7 AVAILABLE DOCUMENTS

The following documents are available in digital form upon request by emailing shannon.capezzali@buncombecounty.org, and may also be available on the Buncombe County website:

- Existing County Ordinances
- NCDOT State Transportation Improvement Program plan (STIP)
- 2021 Racial Equity Action Plan after adoption by Commissioners (under development)
- 2020 Buncombe County Strategic Plan
- 2015 Regional Housing Needs Assessment (Bowen Report), including 2017 and 2019 Updates
- 2015 Community Transportation Services Plan
- 2013 Airport Master Plan (Airport Authority)

- 2012 Sustainability Plan, including Annual Reports, and 2017 Update
- 2012 Parks Master Plans for Lake Julian and Buncombe County Sports Park
- 2011 Hazard Mitigation Plan
- 2010 Consolidated Affordable Housing Plan
- 2010 Long Range Transportation Plan (French Broad MPO)
- 2009 Transit Master Plan (City of Asheville)
- 2008 Parks, Greenways, and Recreation Services Master Plan
- 2020 Farmland Protection Plan
- 1998 Comprehensive Land Use Plan, including 2006, 2009, and 2013 Updates
- Additional regional plans available on the Land of Sky Regional Council's website
- A series of historic plans dating from the 1960's through the 1980's (housed in the Planning Department)

6.0 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
6. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
7. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
9. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. **INFORMAL COMMENTS:** Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
12. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
13. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
14. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
15. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
16. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.
17. **INSURANCE:**
COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.
- Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

18. **GENERAL INDEMNITY:** The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
19. **CONFIDENTIALITY:** Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.
20. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
21. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
22. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
23. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
24. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

25. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.

End of RFP Buncombe County Comprehensive Plan 2023