

MONTGOMERY COUNTY



Request for Proposal (RFP)# 20-08  
for  
Montgomery County, Virginia Large Industrial Site  
Identification and Evaluation  
Issue Date: October 7, 2019  
Proposal Due Date and Hour: November 5, 2019 3:00  
p.m.

Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

**TABLE OF CONTENTS**

**Request For Proposal Number 20-08**

Montgomery County, Virginia Large Industrial Site Identification and Evaluation

<u>Section #</u>	<u>Description</u>	<u>Page Number</u>
I	Purpose.....	1
II	Background.....	1
III	Statement of Need .....	2
IV	Proposal Preparation and Submission Requirements.....	2
V	Evaluation and Award of Contract .....	4
VI	Reservation of Rights .....	4
VII	Pre-proposal Conference.....	5
VIII	Contract Administration.....	5
IX	Payment Procedures.....	5
X	Contract Period.....	5

ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

COUNTY OF MONTGOMERY, VIRGINIA  
RFP # 20-08

ISSUE DATE: OCTOBER 7, 2019

Montgomery County, Virginia Large Industrial Site Identification and Evaluation  
(TO BE COMPLETED AND RETURNED)

**GENERAL INFORMATION FORM**

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: [hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov)

DUE DATE: Sealed Proposals will be received until **November 5, 2019**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

**COUNTY OF MONTGOMERY**  
**RFP# 20-08**

**Montgomery County, Virginia Large Industrial Site Identification and Evaluation**

**I PURPOSE:**

Montgomery County, Virginia, acting on behalf of the Montgomery County Economic Development Authority, is seeking a consultant to provide professional support for identifying and evaluating site development opportunities within Montgomery County. There is a lack of larger, developed industrial site opportunities (100+ acres) in the Montgomery County market. County leaders hope to develop larger industrial sites to meet market demand.

Work will consist of collecting site data, conducting a GIS analysis, conducting fieldwork, all culminating in identification of target sites for acquisition to serve as the County's next industrial park. Reports must be finalized by March 2020.

**II BACKGROUND:**

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2018 population of 99,433. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 63,861)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

**III STATEMENT OF NEED:**

Montgomery County was recently awarded a planning grant from the United States Economic Development Administration to enlist consulting services to identify the next industrial park for the County. As part of this project, the consultant will assist Montgomery County and its local stakeholders in identifying unique sites for development as industrial sites. The County will have a project team consisting of representatives from the private sector, utility representatives, and government officials. The selected consultant will utilize the contacts from this team to obtain information on potential site candidates as it conducts the study.

Utilizing GIS systems and data from local, regional, and national sources, the consultant will prepare a GIS analysis to identify candidate sites within ideal criteria ranges (acreage, utility availability, number of landowners, flood zone, buffer from residential uses, site configuration, transportation access) to be determined in concert with the Montgomery County and local stakeholders team.

The consultant will select and prioritize with the support of the team. A consultant will utilize a combination of GIS analysis and fieldwork to evaluate sites on a number of criteria to include developable acreage, site location, transportation accessibility, topography, known environmental issues including wetlands or the awareness of potential environmental issues, infrastructure/utility availability, zoning/land use, build out potential, encumbrances/easements, and potential development costs. The consultant will compile a ranking of candidate sites based on these factors.

Deliverables will include a report on all the candidate sites detailing available acreage, site location attributes, transportation access, topography, known presence or awareness of any environmental issues, utility availability, rail access, on-site easements or other utility conflicts, zoning/land use of subject property and adjacent properties, build out potential, and potential development costs to include maps and figures as necessary. Secondly, a ranking matrix should be compiled to assist the local team in evaluating the full set of sites.

Confidentiality will be of the utmost importance throughout the process.

**Role of Montgomery County and Local Partners**

Montgomery County and local partners/team will support the analysis with information on demand cluster industries and will assist with acquiring information from service partners/providers and government. Staff time has been allocated for site visits and additional work.

**Virginia State Code 51.01-40: Non Discrimination under State Grants and Programs**

The contract must certify compliance with the following provisions of the state code:

*No otherwise qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied benefits of, or be subjected to the discrimination under any program or activity receiving state financial assistance or under any program or activity conducted by or on behalf of any state agency.*

**IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) hard copies and one jump drive of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager  
Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 20-08**

RFP Due date/Opening date and hour: **November 5, 2019, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

**2. Proposal Preparations:**

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. 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 will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. 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 requirements as it appears in the RFP. 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.

- 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 Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other 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.

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

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide three (3) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual Montgomery County has your permission to contact. Include any subcontractors you intend to use.
3. A description of your firm's capabilities in relation to this project including prior experiences with similar projects
4. Description of your firm's experience in selecting unique sites for industrial development or technology sites
5. Description of your firm's and staff's experience with GIS systems and mapping
6. A list of key staff with bios
7. A proposed approach for conducting the analysis
8. Proposed project timeline
9. Cost breakdowns for the project

**V. EVALUATION AND AWARD OF CONTRACT:**

- A. Award of Contract:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

**B. Evaluation Criteria:** Proposals shall be evaluated by the County using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Experience with site selection	20
2. Demonstration of firm's capabilities	15
3. GIS experience	15
4. Makeup of staff/consultant team	10
5. Project approach/understanding of work	40

**VI RESERVATION OF RIGHTS:** Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

**VII OPTIONAL PRE-PROPOSAL:** An optional pre-proposal conference will be held October 22, 2019 at 2:00 p.m. at 755 Roanoke Street, Suite 2C. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. If you plan to attend the pre-proposal, please call Jessica Albert by October 21, 2019 at (540) 382-5784 or email [albertjh@montgomerycountyva.gov](mailto:albertjh@montgomerycountyva.gov). Directions to the Montgomery County Government Center can be found by entering this link <https://www.google.com/maps/dir//755+Roanoke+St,+Christiansburg,+VA+24073/@37.1310524,-80.3929124,17z/data=!4m13!1m4!3m3!1s0x884d93b75be54a7d:0x54c5fb38bfd155f4!2s755+Roanoke+St,+Christiansburg,+VA+24073!3b1!4m7!1m0!1m5!1m1!1s0x884d93b75be54a7d:0x54c5fb38bfd155f4!2m2!1d-80.3929124!2d37.1310524>

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

**VIII CONTRACT ADMINISTRATION:** Brian Hamilton, Director of Economic Development, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

**IX PAYMENT PROCEDURES:** The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County Economic Development  
Attn: Brian Hamilton  
755 Roanoke Street, Suite 2H  
Christiansburg, VA 24073

**X CONTRACT PERIOD:** The term of this contract is through the end of the site selection process.

**ATTACHMENT A  
TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

[https://montva.com/docs/default-source/purchasing-solicitations/rfp\\_terms\\_and\\_conditions.pdf?sfvrsn=ecfd231d\\_2](https://montva.com/docs/default-source/purchasing-solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2)

**SPECIAL TERMS AND CONDITIONS**

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:  
Montgomery County  
Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179  
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.  
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.  
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
8. **INSURANCE:**  
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.  
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.  
**INSURANCE COVERAGES AND LIMITS REQUIRED:**
  - A. Worker's Compensation - Statutory requirements and benefits.
  - B. Employers Liability - \$100,000.00
  - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the



work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

11. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.
13. **STANDARD OF CARE: In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances as the same time and I the same or similar locality.**
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.



**ATTACHMENT B  
COUNTY OF MONTGOMERY  
STANDARD CONTRACT**

**Contract Number:**

This contract entered into this \_\_\_ day of, 20\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

**WITNESSETH** that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the services to the County as set forth in the Contract Documents.

**CONTRACT PERIOD:** The initial contract period is \_\_\_\_\_ through \_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid in accordance with the Contract Documents.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated \_\_\_\_\_, together with all written modifications thereof, the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor’s letter dated \_\_\_\_\_, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**COUNTY OF MONTGOMERY:**

By: \_\_\_\_\_ By:

Title: \_\_\_\_\_ Title: