



**County of Sussex
Post Office Box 1397
20135 Princeton Road
Sussex, Virginia 23884
Phone: (434) 246-1000
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**REQUEST FOR PROPOSALS
CONSULTING SERVICES**

Virginia Enterprise Zone Designation Application Development

RFP No: 2015-06

Release Date: April 29, 2015

Sealed proposals, subject to the terms and conditions contained herein, will be received at the Sussex County Administration Building, 20135 Princeton Road, Sussex, Virginia, 23884, until but not later than May 13, 2015, 2014 at 2:00 P.M. Local Prevailing Time for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. SUSSEX COUNTY, VIRGINIA.

Mark outside of your envelope with RFP No: 2015-06. Responses will not be accepted via fax machine or by internet email, orally, or by telephone.

Purpose of Solicitation: To receive competitive offers and establish a contract with a qualified service provider, (hereinafter referred to as Bidder, Contractor or Consultant) to assist county personnel with completion of the 2016 Virginia Enterprise Zone Designation Application.

ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he/or/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Provider Name:

Address:

City/State/Zip:

Telephone: _____ **FAX No.:** _____

E-mail: _____

Federal Tax ID No: _____ **Business License No:** _____

Jurisdiction:

Virginia State Corporation Commission Identification Number:

_____ *(Required for Award)*

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

NOTICES

Copies of the Proposal Documents may be obtained at the County Administration Offices located at 20135 Princeton Road, Sussex Virginia 23884 or by requesting a copy from Mrs. Anne Ellis, Accounting Clerk at apclerk@sussexcountyva.com.

Inquiries regarding this solicitation should be directed by email to Mrs. Anne Ellis at apclerk@sussexcountyva.com

TERMS AND CONDITIONS

- 1. Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Sussex, Virginia. Any litigation with respect thereto shall be brought in the courts of Sussex County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
- 2. Anti-Discrimination:** By submitting their proposals, bidders certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians with Disabilities Act*, the *Americans with Disabilities Act* and (~ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in “a” and “b” below apply.

 - a.** During the performance of this contract, the Consultant agrees as follows:

 - 1.** The Consultant 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.** The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - 3.** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting these requirements.
 - b.** The Consultant will include the provisions of “1” above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
- 3. Ethics in Public Contracting:** By submitting their proposals, bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or sub contractor in connection with their proposal, and that they

have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4. **Immigration Reform And Control Act of 1986:** By submitting their proposal, bidder certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended (~2.2-4311.1 Code of Virginia)*.
5. **Debarment Status:** By submitting their proposal, bidders certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. **Antitrust:** By entering into this contract, the Consultant conveys, sells, assigns, and transfers to the County of Sussex all rights, title and interest in and all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Sussex under said contract.
7. **Clarification of Terms/Addenda:** If any prospective bidder has questions about specifications or other solicitation documents, they should contact the buyer for this solicitation no later than five working days before due date. Any revisions to the solicitation will be made only by addendum issued by the county in writing. It is the bidder's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (~2.2-4316, *Code of Virginia*).
8. **Payment:** A. Payment terms shall be Net 30 days unless otherwise stated by the bidder on this solicitation. Alternative terms may be offered by the bidder for prompt payment of bills. B. Discount period shall be computed from the date of proper receipt of the Consultant's correct invoice, or from the date of acceptable receipt of the services, whichever is latest. C. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. D. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).

9. Drug Free Workplace: During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10.10. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia. It is further understood and agreed between the parties to any agreement resulting from this proposal that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.

11. Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

12. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Bidder's Name, Solicitation Number and Due Date and Time.

13. Late Proposals: To be considered for selection, proposals must be received by the designated date and hour. The official time used in the receipt of proposals is the time stamped upon receipt in the County Administration Office. Proposals

received after the appointed date and hour are automatically nonresponsive and will not be considered. The County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private courier, or Inter-Departmental Mail. It is the sole responsibility of the bidder to ensure that its proposal reaches the County Administration Office by the designated date and hour. If the County is closed for business at the time scheduled for receipt of proposals, the proposals will be accepted on the next business day of the County, at the originally scheduled hour.

14. Qualification of Bidders: Sussex County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure the services conform to the specifications. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Sussex County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such bidder fails to be properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

15. Additional Information: The County reserves the right to ask any bidder to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the County deems desirable. By submitting their offers, bidders certify they understand the terms and conditions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of any of the terms and conditions may be a breach of contract and can result in default action being taken by the County.

16. Award Notices: Awards or Decision's to Award shall be posted on the public posting board at the Sussex County Court House, ref. § 2.2-4360, Code of Virginia. It may also be posted on the Sussex County website.

17. Protest of Award or Decision to Award: Any Bidder who desires to protest the award or decision to award a contact shall submit such protest in writing to the Sussex County Attorney no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The County Attorney shall issue a decision in writing within ten days stating the reasons for

the action taken. This decision shall be final unless the Bidder appeals in writing within ten days.

18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the County's written consent.

19. Default: In case of failure to deliver the services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

20. Taxes, Fees and Surcharges: Sales to Sussex County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.

21. Cancellation of Contract: Sussex 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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

22. Contractual Disputes: In accordance with the Code of Virginia claims arising out of this contract, whether for money or other relief, may be submitted to the County of Sussex, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the County Attorney. The County Attorney shall render his/her decision within thirty (30) days. The Consultant may then appeal the Attorney's decision to the Board of Supervisors, whom shall render a final decision within forty-five (45) days.

23. Indemnification: Consultant agrees to indemnify, defend and hold harmless the County of Sussex, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant or any services of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence of

the using agency or to failure of the using agency to use the services in the manner already and permanently described by the Consultant.

SPECIAL TERMS AND CONDITIONS

1. Independent Contractor: The Consultant shall not be an employee of Sussex County, but shall be an independent Consultant. Nothing in this agreement shall be construed as authority for the Consultant to make commitments, which shall bind Sussex County or to otherwise act on behalf of Sussex County, except as Sussex County may expressly authorize in writing.

2. Supremacy Clause: Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in this solicitation shall prevail over contrary terms and/or conditions contained in the bidder's response.

3. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the County Attorney for this solicitation. Request for additional information or interpretations on instructions may also be addressed. The County Attorney urges interested bidder's to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by the County shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all recipients that are known to have received a complete set of solicitation documents. Addenda will also be posted on the Court House public bulletin board and may also be on the Sussex County website. No addenda will be issued later than five (5) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers.

5. Criminal Background Check

(a) In order to determine whether, in the interest of public welfare and safety, an employee of a Consultant contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee, who must be a County employee, may require the Consultant's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Consultant contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.

(b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Consultant contracting with any a County agency and applicants for County volunteer service

where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the Code of Virginia; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.

(c) The County Administrator or designee may require a Consultant's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Consultant's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.

(d) The criminal history record information regarding such Consultant's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.

(e) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Consultant's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Consultant or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.

6. Ownership of Materials: All data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, Code of Virginia).

7. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a

detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

SCOPE OF SERVICES

The consultant will deliver to the County a final draft of all narrative sections of the Virginia Enterprise Zone Designation Application, maps of the zone boundaries, and will advise the County concerning all other components of the application (i.e. the required maps, public hearing advertisement, public hearing minutes, and authorizing Resolution).

The consultant will assist with completion of all sections of the application as follows:

- 1. Questions 3-13**
 - **Developing and identifying key economic development strategies**
 - **Identification of the types of businesses and industries to target.**
- 2. Question 14**
 - **Developing a variety of financial and non-financial incentives to be included within the enterprise zone.**
- 3. Questions 15-20**
 - **Determining zone boundaries to include written descriptions and boundary maps**
- 4. Questions 21-33**
 - **Assisting in completing the sections dealing with Community priorities, past successes, marketing efforts, past performance and regional need and strategy, as applicable.**

It is anticipated that there will be extensive consultations between County staff and the consultant. Such consultations may be in person, by telephone and/or by email, as convenient for the consultant and County staff. A meeting pertaining to the planning, and preparation of the product should be included in the base pricing for the product. The consultant shall quote a separate fee for any additional meetings required by the County.

The County affirms that any engagement by the County of the consultant to perform the above Scope of Services shall not be exclusive. The consultant may prepare Virginia Enterprise Zone Application Designations for other localities without a conflict of interest. The consultant shall affirm that the consultant will share no information concerning the Product produced for the County with any other locality, and vice versa, to include but not be limited to: boundary selection, strategic approach, competitive advantage, target industries or local incentives. Furthermore, the consultant shall affirm that the consultant's work on or knowledge of the Product or any aspect of the Product

produced for the County will not inform the consultant's approach to the consultant's services provided to any other locality, whose designation application will be developed exclusively pertaining to the goals, limitations, competitive advantage and preferences of that locality, and vice versa. Any similarity of local incentives proposed would be solely due to the existence of a menu of common types of local incentives available to all localities.

Submittal Requirements

Bidders are requested to submit a comprehensive and concise package that is bound in one volume that includes their detailed qualifications for all areas proposed below.

Experience

The consultant shall display competent familiarity with the Virginia Enterprise Zone program and possess general knowledge of economic development policies and practices in the Commonwealth of Virginia. The consultant should demonstrate past success in drafting or assisting to draft Virginia Enterprise Zone designation applications for Enterprise Zones that have subsequently been designated by the Governor of Virginia.

Staffing

Provide names, occupations, qualifications and resumes of the staff members that would be tasked in conducting and managing the planning & application process for Sussex County

References

Provide references from local government entities or clients for services performed similar to the scope desired in this solicitation that can verify the quality, competency and professional skills of the firm. A minimum of three (3) references (*preferably in Virginia*) are desired.

Evaluation Criteria

Each proposal will be evaluated in compliance with the RFP instructions to the bidder and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the firms who are the most responsive to the expressed needs of County Administration. Proposals will be evaluated with the following criteria:

- A. Experience, Qualifications and Capacity of the bidder to perform the desired services included in the solicitation.
- B. Understanding of the service needs and the bidders expressed ability to provide the various processes indentified in this solicitation.
- C. Firm's current workload and the ability to assign the needed resources to the service needs in a rapid and professional manner.
- D. Acceptability of the provided references for comparable services performed by the firm.
- E. Reasonability of Fees.

Evaluation Process

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in the Virginia Public Procurement Act. Selection shall be made of two or more bidders deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews may then be conducted with selected bidders. After interviews and negotiations have been completed, the County will select the bidder, which, in its opinion, has made the best proposal, and will award the contract to that bidder. If the County should determine that only one bidder is fully qualified or that one bidder is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that bidder.

Award

Award shall be made to the responsible bidder whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors as outlined.

Method of Payment

The Consultant will be paid on the basis of the invoice submitted to the County Director of Finance or designee after services have been provided and acceptance has been indicated by the designated representative of the Board of Supervisors. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. Code of Virginia §2.2-4347 & 2.2-4352.

Debriefing

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as confidential. This information will only be available after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the debriefing process will consist of the

procurement file being made available for review in the County Administration Office. County staff will not meet with bidders to discuss the file. Bidders should make an appointment to review the file during normal business hours, 8:30 AM–4:30PM., Monday – Friday.

Trade Secrets/ Proprietary Information

Trade Secrets or Proprietary information submitted by a bidder, in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of this section prior to, or upon submission of, data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made.

Please mark one:

No, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

Yes, the submittal I have turned in does contain trade secrets and/or proprietary information.

If YES, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. ***Do Not Mark the Whole Proposal Proprietary.***