

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY



October 24, 2016

Wayne Strickland
Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue SW
Roanoke, VA 24016
(540) 343-4417
(540) 343-4416(FAX)

REQUEST FOR QUALIFICATIONS

Master Planning and Related Services

**Wood Haven Road Site
Roanoke County, Virginia**

Eight (8) copies of Sealed Statement of Qualifications Due

Thursday, November 17, 2016

4:00 PM
(Local Prevailing Time)

SCOPE OF WORK

The Western Virginia Regional Industrial Facility Authority (also referred to as the Authority) is requesting formal, sealed proposals from a professional land planning firm, which shall also include related engineering services for the creation of a Master Plan for the site being acquired on Wood Haven Road. The firm(s) should be registered and licensed to practice in the Commonwealth of Virginia. The following scope of work is submitted for your review and consideration.

SUBMISSION OF THE PROPOSAL

Eight (8) copies of the sealed statement of qualifications and one (1) digital copy on compact disc or flash drive will be accepted at and until **4:00 PM (local prevailing time)** on November 17, 2016 at the Roanoke Valley-Alleghany Regional Commission, 313 Luck Avenue SW, Roanoke, VA 24016. As this is a sealed formal Request for Qualifications, faxed proposals will **NOT** be accepted. It is the responsibility of the offeror to ensure that their responses received after the above date and time will be returned to the offeror unopened. All responses must be clearly marked on the outside of the sealed package with the following:

RFQ – Master Planning and Related Services
Wood Haven Road Site

The Western Virginia Regional Industrial Facility Authority shall provide the mechanism for the evaluation of all information received, the final determination of responsible offeror, and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals.

As this is a request for qualifications, all responses shall be opened in private with no information regarding the identity or the contents being released until after the negotiation process. Once an award has been made, all materials will become public information, if your submittal contains **proprietary information please make note of such on the form provided in the proposal packet with a brief explanation.**

Submittals should be complete.

Any inquiries shall be in writing and sent to Wayne Strickland by fax (540) 343-4416, mailed to the above address, or emailed to wstrickland@rvarc.org. Written responses, including any questions, will be provided on the Western Virginia Regional Industrial Facility website at <http://www.wvrifa.org/rfq> in the form of an addendum. It is the responsibility of the offeror to periodically check the Authority website for any addendum. Questions received within seven (7) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposal.

The Western Virginia Regional Industrial Facility Authority solicits participation from minority-owned businesses.

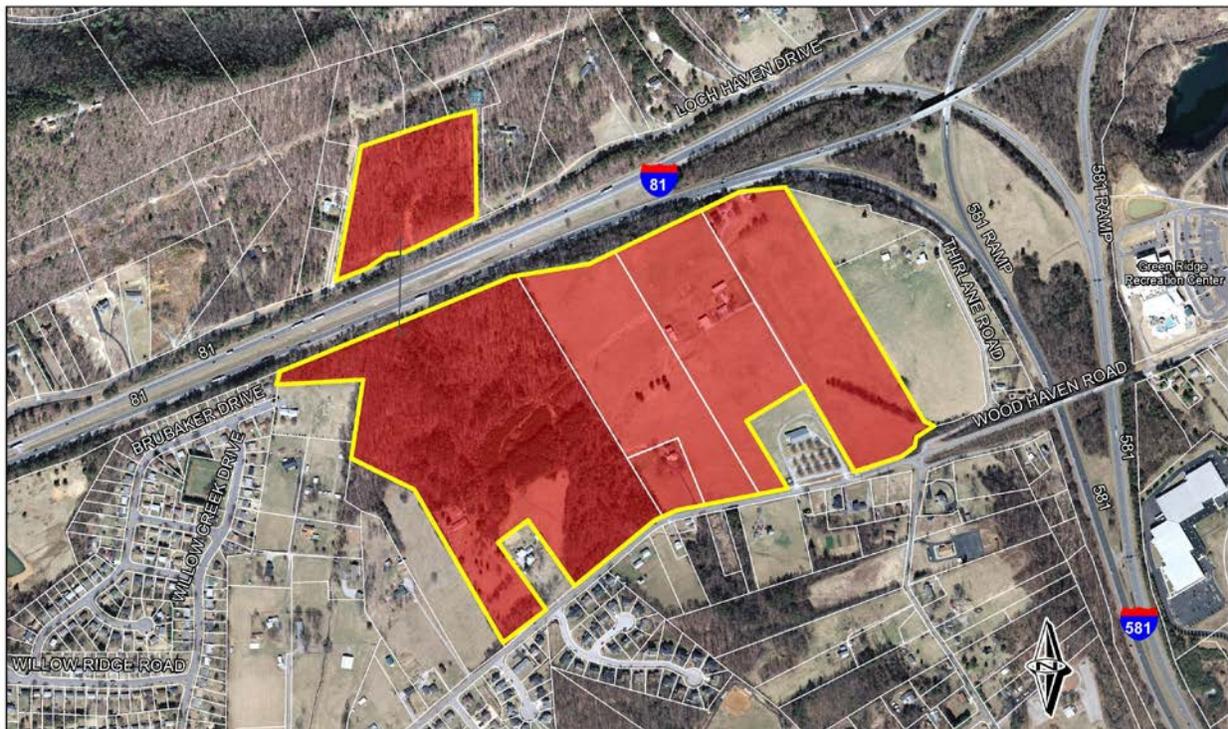
Background:

The Western Virginia Regional Industrial Facility Authority has 106 acres in five contiguous parcels under contract for purchase. This site was selected as a result of a regional site identification and evaluation study undertaken in 2014-2015. Work done previously showed the region was lacking in larger, prepared sites of 50 to 100 acres. The Western Virginia Regional Industrial Facility Authority is purchasing the land to increase the region's marketability to advanced manufacturers as well as other high-wage and revenue-producing users who require larger sites to locate.

This site is a new real estate acquisition for the regional authority and therefore a new master plan must be developed for the site which may involve the production of multiple usage scenarios including light manufacturing (which may include such sectors as food/beverage, transportation equipment, pharmaceuticals/life sciences, packaging, and consumer goods, among others) and headquarters office uses. There may be a need for up to three (3) different usage scenarios that incorporate one (1) or two (2) users of the entire site and various use categories.

The Western Virginia Regional Industrial Facility Authority is scheduled to close on 106 acres in five different parcels in the fourth quarter of 2016.

A phase 1 environmental site assessment and boundary surveys have been completed on the subject parcels and will be shared with the consultant.



Wood Haven Road Properties Under Contract

1:4,800
1 inch = 400 feet

The following scope of services is included in this request for qualifications:

1. Topographic Survey

Consultant will contract for an aerial topographic survey of the site and will field-check and improve the survey through field observation. Consultant will produce a digital terrain model of the subject area and provide design files in AutoCAD Civil 3D format.

2. Geological Assessment

Consultant will complete an assessment of the geologic conditions underlying the subject site. Geologic maps and any available reports as well as geotechnical analysis will be consulted by the consultant in producing a final report.

3. Cultural Resources Assessment

Consultant will complete a preliminary cultural resource assessment of the subject property in accordance with state and federal guidelines for cultural resources assessments.

4. Preliminary Geotechnical Services

Consultant will prepare a preliminary subsurface exploration and geotechnical engineering evaluation report for the subject property. The final deliverable should include a diagram of boring locations used in preparing the analysis, a description of methods, results of testing and field observation, recommendations on building design and construction including those related to site preparation, support of excavation, and allowable bearing pressure for foundations.

5. Wetlands Delineation and Confirmation

Consultant will provide a wetlands delineation study that will provide an overview of the exact location of the wetlands, a description of the category of wetlands, and all other elements and findings as required by the US Army Corps of Engineers as well as any other relevant state and federal regulatory bodies. Upon completion of the study, the consultant shall submit the study to all relevant government bodies for jurisdictional determination/approval as appropriate.

6. Flood Study

Consultant will perform an analysis to determine 100-year flood limits for any streams existing on the property and to incorporate this information into the master plan scenario layouts.

7. Traffic Impact Analysis

Consultant will estimate trip generation for the site based on up to three (3) land use scenarios, evaluate potential impacts to the area's road network based on each scenario's projected volumes, and prepare recommendations for improvements to address needs that may arise from projected volumes. Consultant will consider potential funding mechanisms and potential regulatory hurdles in making recommendations.

8. Master Planning

Following the development of the aforementioned studies, consultant will develop a conceptual master plan of three concepts incorporating mapping of development constraints from due diligence activities.

Concepts will incorporate community feedback from a series of community meetings (not to exceed three meetings) to be hosted by the Western Virginia Regional Industrial Facility Authority and Roanoke County, the locality in which the site is located. Consultant will take the lead in meeting preparation, meeting facilitation, and the preparation of graphics and communications tools.

The master planning process will involve the preparation of road and site layouts based upon target industries to be identified by the Western Virginia Regional Industrial Facility Authority. The plan should address preliminary storm water management layouts as well as proposed building sites and layouts. The consultant will verify adequate infrastructure exists (size, capacities/pressure, etc.) on site and recommend improvements required for each usage scenario. Consultant will develop cost estimates for improvements required for one scenario selected by the Western Virginia Regional Industrial Facility Authority.

The master plan will include:

- Surveys and mapping of all utility, storm water management and other easements in the project.
- Site layout and usage scenarios.
- Recommendations for future build-out of the site including any infrastructure improvements, grading plans, and related development cost estimates.

All documents produced by the consultant as a result of this contract will become the ownership of the Western Virginia Regional Industrial Facility Authority. Documents should be provided in both hard copy and electronic format.

EVALUATION CRITERIA

1. Demonstration of firm's capabilities. (20 points)
2. Submission completeness and compliance to the specific requirements of this Request for Qualifications. (15 points)
3. Experience working with Community Groups, facilitation of group discussions and participating in public informational meetings. (20 points)
4. The experience of the firm's personnel and proposed consultants who are to be assigned to the project, in performing similar duties in the past. (20 points)
5. Project approach/understanding of work. (25 points)

SELECTION PROCESS/AWARD OF CONTRACT

The selection process will be in accordance with Section 2.2-4301 of the Code of Virginia. A committee representing participating localities shall review submitted statements of qualifications and score those proposals. The committee will select firms for interviews and discussions based on the ranking exercise. These interviews may involve nonbinding estimates of cost.

For a "Professional Services" proposal: Once the interviews/discussions are completed, the Authority will then conduct negotiations with the offeror ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at the price considered fair and reasonable, the award shall be made to that offeror. Otherwise negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable 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 offeror's proposal.

PROPOSAL INFORMATION

Any expenses for development of the statement of qualifications/proposals are entirely the responsibility of the vendor and will not be reimbursed in any manner. As this is a request for qualifications, no information regarding the identity of the offerors or the contents will be released until after the negotiation process. Once an award has been made, all submittals will become public information. If your submittal contains proprietary information, please make note of such on separate cover with a brief explanation (See attached form).

Statements of qualifications must be submitted in accordance with instructions given in this document. All information requested must be submitted. All submittals should be as thorough and as detailed as possible so that the Authority may properly evaluate the offeror's capabilities to provide the requested product and/or service.

All submittals must be made on the basis of and either meet or exceed the requirements contained herein. Emphasis should be on completeness and clarity. Only responsive and responsible submittals will be considered. Submittals that do not meet or that change the requirements in this request for qualifications may be rejected as being non-responsive. An offeror by making a submittal represents that:

- (a) Offeror has read and understands the Request for Qualifications.
- (b) Offeror is familiar with the scope of the project requirements.
- (c) Offeror's submittal is based upon the services described in the RFQ;
- (d) Offeror has been satisfied in his or her own investigation of the conditions to be met that he fully understands his obligation and that he will not make any claim for or have the right to cancellation or relief from the contract because of any misunderstanding or lack of information.

The complete response to the RFQ must include:

- (a) Completely filled out proposal forms signed by an authorized representative of the company.
- (b) Description of firm's capabilities in relation to the project including prior experiences with similar projects.
- (c) Description of staff expertise in these areas to include a listing of key staff with bios.
- (d) A proposed approach.
- (e) Proposed timeline.
- (f) Three (3) references from clients that have hired offeror for similar work previously including contact names and phone numbers.

GENERAL TERMS AND CONDITIONS

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Acceptance or Rejection of Proposals

The Western Virginia Regional Industrial Facility Authority reserves the right to accept or reject any or all offers. The Authority also reserves the right to award the contract for any such materials, goods or services the Authority deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the Authority.

Proposal Guaranty

The offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the proposer will accept and perform under the terms of this RFQ, the proposal and any subsequent negotiation and resulting contract.

Compliance with Laws

The offeror is responsible for compliance with all local, state and/or federal laws and regulations. The Western Virginia Regional Industrial Facility Authority shall be held harmless from any liability.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled, and interpreted in accordance with the law of the Commonwealth of Virginia.

Tax Exemption

The Western Virginia Regional Industrial Facility Authority is exempt from any taxes imposed by state and/or federal Government. Upon notification, the Authority will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, 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.

Anti-Discrimination

By submitting their proposal, all offerors certify to the Western Virginia Regional Industrial Facility Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

During the performance of this contract, the contractor agrees as follows

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the general terms and conditions and the specifications, both of which are contained in the Request for Qualifications, together with the offeror's response submitted as a result of this Request for Qualifications.

Assignment of Contract

A contract shall not be assignable by the proposer in whole or in part without the written consent of the Western Virginia Regional Industrial Facility Authority.

Cancellation of Contract

The Western Virginia Regional Industrial Facility Authority reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Default

In case of failure to provide goods/services as specified herein, the Western Virginia Regional Industrial Facility Authority, after due written notice, may procure goods/services from other sources and hold the proposer responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to Western Virginia Regional Industrial Facility Authority all rights, title, and interest in and to all causes of the action it may now 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 Western Virginia Regional Industrial Facility Authority under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they

an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

Performance Bond

At the time of or prior to the execution of the contract, the Western Virginia Regional Industrial Facility Authority reserves the right to require the successful offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the Western Virginia Regional Industrial Facility Authority, in the amount of the contract price.

Copyright or Patent Rights

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production, or sale of the goods shipped or ordered as a result of this project. The proposer agrees that the Western Virginia Regional Industrial Facility Authority shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

A/E Liability Insurance:

The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions. The A/E may provide a Certificate of Insurance indication coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

The A/E shall maintain this insurance coverage in force after completion of the services under the contract for a period of five years after final completion of construction or the A/E may purchase a "completed operations" coverage for the project or projects.

The A/E shall be and remain liable to the Western Virginia Regional Industrial Facility Authority for all costs of any kind which are incurred by the Western Virginia Regional Industrial Facility Authority as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

Ownership of Documents and Materials

Ownership of all materials and documentation (hard copy and electronic formats) including the original drawings and the plans and specifications and copies of any calculations and analyses prepared pursuant to the contract between the Owner and the A/E, shall belong exclusively to the Western Virginia Regional Industrial Facility Authority. These materials and documentation, whether completed or not, shall be the property of the Western Virginia Regional Industrial Facility Authority whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor invokes the protection of 2.2-4342.F., Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and state the reason why the protection is necessary.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Western Virginia Regional Industrial Facility Authority pursuant to the Request for Qualifications shall

belong exclusively to the Authority 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 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

A – This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B – This page contains proprietary information including confidential, commercial or financial information which was provided to the government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

C – This page contains proprietary information including confidential, commercial, or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

SIGNATURE FORM FOR CP # 0669

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the Western Virginia Regional Industrial Facility Authority's RFQ for Master Planning Services and that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Western Virginia Regional Industrial Facility Authority, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Western Virginia Regional Industrial Facility Authority, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Western Virginia Regional Industrial Facility Authority.

I hereby certify that I am authorized to sign as a representative for the firm:

Company _____

Address _____

TELEPHONE # _____ FAX # _____

EMAIL ADDRESS* _____ FEIN _____

*Effective July 1, 2002, HB731 of the 2002 Virginia General Assembly updated the Virginia Freedom of Information Act. Email subscribers receiving information from a public body may, at their request, be exempt from having their email address given out should the email list be requested under the Freedom of Information Act (FOIA). If you would like to be exempted, please check **yes** below:

Exemption from distribution: Yes – I want my email address to be excluded from any FOIA distributions.

No – My email address may be included in any FOIA distributions.

BUSINESS LICENSE # _____

SIGNATURE/TITLE _____