



1100 Confroy Drive
Suite 1
South Boston, VA 24592

**BRIGHTER
BOLDER
BUSINESS**

**HALIFAX, VIRGINIA INDUSTRIAL DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL: ECONOMIC DEVELOPMENT SITE IDENTIFICATION
STUDY WITH ADDENDA ITEMS INCLUDED 102622**

I. INTRODUCTION AND DUE DATE OF PROPOSAL

The Halifax, Virginia Industrial Development Authority (Halifax IDA) is requesting sealed proposals for an economic develop site identification study.

Two originals of the proposal must be submitted in a sealed envelope marked “**Request for Proposal: Site Identification Study.**” The package must be received by the Halifax, Virginia Industrial Development Authority **NO LATER THAN 2:00 p.m. (local time) on Monday, November 7, 2022 at the following address:**

**Mrs. Kristy Johnson, Executive Director
Halifax IDA
1100 Confroy Drive, Suite 1
South Boston, Virginia 24592**

Proposals received after the above-mentioned date and time will be returned unopened and the proposal will be rejected. No fax or email proposals will be accepted.

Any award of contract shall be made in accordance with the VPPA and Halifax IDA Policy **through a competitive negotiation process.** The IDA reserves the right to waive irregularities and informalities in proposals, to reject any or all proposals, and to award a contract in the best interests of the IDA.

Any questions regarding this proposal must be in writing (e-mail) and directed to:

**Mrs. Kristy Johnson, Executive Director
Halifax IDA
E-mail: kjohnson@halifaxvirginia.com**

II. BACKGROUND

The Halifax IDA is a separately chartered political subdivision of the Commonwealth of Virginia. (Note: Halifax IDA is Tax Exempt)

Halifax IDA owns and manages assets worth in excess of \$40M, and operates with an annual operating budget of approximately \$2.4M.

The Mission of the Halifax IDA to increase employment and improve economic growth by retaining and expanding our current businesses and attracting new businesses.

In order to best meet this mission, the Halifax IDA must identify industrial sites suitable for economic development projects for current and prospective industries. Therefore, the IDA seeks to procure engineering services for an economic development site identification study from a responsible "Contractor" as follows:

III. PROJECT HIGHLIGHTS

The IDA wishes to identify potential sites and associated development costs for potential economic development efforts. The site identification study is to include analysis of the broad region's site portfolio to identify where the Halifax County IDA can diversify its site inventory and improve its competitive position.

IV. STUDY REQUIREMENTS

A. The Proposal offered shall meet the following Requirements:

1. The study shall consider areas for future industrial and economic development growth in compliance with the Halifax County Comprehensive Plan.
2. The study shall identify the most highly sought-after site characteristics and analyze existing site inventory and planned development in the region and state where feasible to determine any gaps in available inventory, through a market analysis.
3. The study shall take into consideration the proximity to existing infrastructure to include but not limited to water, sewer, power, natural gas, rail, and telecommunications.
4. The study shall consider the Halifax IDA's targeted sectors and site characteristics most commonly desired for those types of economic development projects.
5. At the conclusion of the project, the study shall provide the IDA with at least five recommended sites for further review. The study should include estimated development costs for each site, in accordance with the Virginia Economic Development Partnership Business Ready Site Program's tiered ranking.



6. Proposal shall include any pros and cons for each site and the suitable targeted project for each recommendation.

V. PROPOSAL CONTENT

Those who make proposals shall include the following items:

- A. Name and contact information for the Company responding to this RFP.
- B. Name and contact information for the individual with whom the IDA will directly deal throughout the project, if the proposal is accepted.
- C. All proposals must include a list of the firm's commercial references for similar services with contact information, background history and experience.
- D. Proof of Professional Liability Insurance.
- E. Proof of License to Practice in Virginia
- F. Estimated time of completion once started.
- G. Estimated time to begin from award of contract.
- H. Outline of the project as proposed by the consultant, with a general order of project scope of work.

VI. EVALUATION OF THE PROPOSAL

- A. The Halifax IDA reserves the right to make the final determination of Responsive offers and to waive informalities and/ or irregularities and to accept or reject any or all offers. The Halifax IDA reserves the right to select an offer that is in the best interest of the Halifax IDA. Particular attention will be paid to the following during the evaluation process:

1. Completeness of the Proposal
2. References
3. Capabilities
- ~~4. Price~~
5. Additional Options or Services

VIII. TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated by reference into the Contract for consulting services awarded by the IDA.

- A. **ANTI-DISCRIMINATION:** By entering into the contract, Contractor agrees that it will conform to the provisions, where applicable, of § 2.2-4311 of the VPPA and all other applicable federal, state and local anti-discrimination laws, rules and regulations. Without limiting the foregoing, during the performance of this Contract, the Contractor agrees as follows:



1. The Contractor 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 or federal 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, notices setting forth the provisions of this nondiscrimination clause.
 2. 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.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) comply with the drug-free workplace provisions of § 2.2-4312 of the VPPA; (ii) provide a drug-free workplace for the Contractor's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iv) state in all advertisements or solicitations for employees that the Contractor maintains a drug-free workplace.
- C. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a proposal, the Contractor certifies that it does not and will not during the performance of this Contract employ any unauthorized or illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- D. **APPLICABLE LAWS AND COURTS:** The Contractor shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction in Halifax County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, codes, rules and regulations.
- E. **ETHICS IN PUBLIC CONTRACTING:** By entering into this Contract, Contractor certifies that its proposal was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in §§ 2.2-4367 through 2.2-4377 of the VPPA, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to the Contract, as are the provisions, requirements, and prohibitions contained in §§ 2.2-3100 through 2.2-3131 of the VPPA.
- F. **DEBARMENT STATUS:** By entering into this Agreement, Contractor certifies that it is not currently debarred by the Commonwealth of Virginia, Halifax County, Virginia, or any other locality from submitting proposals on Contracts for the type of deliverables and/or services covered by the Contract, nor are they an agent of any person or entity that is currently so debarred.
- G. **LICENSES; TAXES:** Contractor shall procure at its own expense, all necessary licenses and/or permits and shall conform to all laws, regulations and ordinances applicable to the performance of the Contract, and will pay all applicable federal and state taxes.
- H. **SUBCONTRACTS:** The Contractor shall not subcontract more than 50% of any part of the services required by the Contract.
- I. **DEFAULT:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the IDA, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the IDA may have under the Contract, at law, or in equity.
- J. **CONTRACTUAL CLAIMS:** The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in § 2.2-4363.C of the VPPA.
- K. **ASSIGNMENT OF CONTRACT:** The Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the IDA.
- L. **AVAILABILITY OF FUNDS:** It is understood and agreed by the Contractor that the IDA shall be bound only to the extent of the funds available or which may hereafter become available for the purposes of the Contract.
- M. **INDEPENDENT CONTRACTOR:** The Contractor shall not be an employee of the IDA but shall be an independent contractor. Nothing in the Contract shall be construed as authority for the Contractor to make commitments which shall bind the



- IDA or to otherwise act on behalf of the IDA, except as the Owner may expressly authorize in writing.
- N. **CHANGES TO THE CONTRACT:** No change shall be made to the Contract except by written amendment executed by the authorized agents of each party.
- O. **CANCELLATION OF CONTRACT:** The IDA reserves the right to cancel and terminate the Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation.
- P. **CONTRACTOR'S PERSONNEL:** (a) It shall be the Contractor's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal regulations. It shall be the Contractor's responsibility to ensure its employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of the Contractor. The safety of the Contractor's employees is the sole responsibility of the Contractor. (b) IDA reserves the right to request the removal of any of the Contractor's employees from the work site at any time for reasonable cause. The Contractor shall have such employee leave the premises upon receipt of such request.
- Q. **HAZARDOUS MATERIALS:** Contractor shall not, during the term of the Contract, transport, dispose of, or release, on the IDA's property, any hazardous substance, material, or waste. Contractor shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use and disposal of hazardous materials, substance or waste.
- R. **FORCE MAJEURE:** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to an event outside the reasonable control and not the fault of the affected party (a "Force Majeure Event"). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, labor disputes or strikes (labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract), any act or order of any governmental authority, lockouts or work stoppages of any kind, theft, windstorm, water, vandalism, failure of power or utilities, or other similar causes, beyond the control of the parties which delays or prevents the performance of the agreement. It is understood that both parties shall exercise due care and prudence to avoid a Force Majeure Event. A Force Majeure Event shall not constitute a breach of contract. If either party is



- prevented, wholly or in part, from performing its obligations under this contract as a result of a Force Majeure Event, then that party shall immediately give notice to the other party of the Force Majeure Event and take reasonable steps to mitigate the impact of Force Majeure Event on contract performance. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended as long as the affected party takes reasonable steps to mitigate the impact of Force Majeure Event on contract performance until the Force Majeure Event no longer exists.
- S. **INSURANCE:** The Contractor shall, at its sole expense, obtain and maintain during the life of the contract insurance policies of the type, in the amount, and subject to the terms required by IDA, including without limitation: (i) commercial general liability insurance with minimum limits of liability of \$1,000,000 combined single limit for any one occurrence; and (ii) workers' compensation and employer's liability insurance covering the Contractor's statutory obligation under the laws of the Commonwealth of Virginia. Any required insurance policies shall be effective prior to the beginning of any work under the Contract. All insurance shall be written on an occurrence basis. In addition, (i) the Contractor shall furnish the IDA a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies; (ii) the required certificate or certificates of insurance, excluding those for workers' compensation, shall name the IDA and its officers, trustees, directors, volunteers, employees, and agents as additional insureds; (iii) the required certificate or certificates of insurance shall require 30 days advance, written notice to the IDA before being cancelled; and (iv) any insurance company providing coverage under the contract shall be authorized to do business in the Commonwealth of Virginia.
- T. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the IDA and its officers, supervisors, volunteers, employees, and agents against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, consultant's fees, and litigation costs, resulting from or arising out of Contractor's or its agent's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct, in providing any services under the Contract or any and all breaches of the Contract. This indemnity provision covers and includes, without limitation, fines and penalties for violations of federal, state, or local laws or regulations; personal injury, wrongful death, or property damage claims of any type; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.
- U. **SCC REGISTRATION:** Pursuant to § 2.2-4311.2 of the VPPA, the Contractor shall (i) be authorized to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law and (ii) not allow its existence to lapse or its certificate of authority or registration to transact business in



the Commonwealth, if so required under (i), to be revoked or cancelled at any time during the terms of the Contract.

- V. **MINORITY CONTRACTING:** It is the policy of the IDA to maximize participation by minority and women owned businesses, small businesses, and service disabled veteran businesses in contracting opportunities.

- W. **SOVEREIGN IMMUNITY; PUBLIC POLICY:** Nothing contained in the Contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of the IDA.



Addenda Items

1. Page 1 paragraph 5.
 - Any award of contract shall be made in accordance with the VPPA and Halifax IDA Policy **through a competitive negotiation process.**
2. Page 3 strike item 4, section VI, A
 - **Price**