



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

December 1, 2025

To whom it may concern:

Washington County, Virginia and the Town of Damascus are accepting sealed PROPOSALS from qualified firms to provide professional services in completing a market analysis and feasibility study for Laurel Gateway Project.

The Request for Proposal packet, containing instructions and specifications, is attached for your use.

Sealed PROPOSALS must be received no later than: 3:00 pm on December 15, 2025

Proposals should be made using the proposal forms provided with the Request for Proposal package and directed to **Department of Budget and Finance; Washington County Government Center Building; 1 Government Center Place, Suite A; Abingdon, Virginia 24210**. Proposals may be submitted electronically through eVA (eVA.virginia.gov). Five copies of the Proposal must be submitted in a sealed package marked on the outside with the Provider's name and address, and clearly marked: "**Laurel Gateway Project Proposal**". Proposals must be signed in ink by an official authorized to bind the Provider. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

Questions to clarify the Request, instructions, specifications, or any solicitation document should be submitted by email no later than five (5) working days before the due date to: tcopenhaver@washcova.com. The email inquiry should be identified with a subject line of: "**Question Regarding Laurel Gateway Project Proposal**".

Sincerely,

Tammy Sturgill

Tammy Sturgill
Director of Budget & Finance

For posting and legal advertisement:

**REQUEST FOR PROPOSALS
MARKET ANALYSIS AND FEASIBILITY STUDY FOR LAUREL GATEWAY PROJECT
FOR WASHINGTON COUNTY AND TOWN OF DAMASCUS**

The County of Washington and the Town of Damascus are currently accepting proposals from qualified firms to provide professional services in completing a market analysis and feasibility study for Laurel Gateway Project. A request for proposal package containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed proposals will be accepted until **3:00 PM on December 15, 2025**. Proposals may be submitted electronically through eVA (eVA.virginia.gov). Proposals must be made using specified proposal forms, and must be mailed or delivered to the address above for the Department of Budget & Finance. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

WASHINGTON COUNTY, VIRGINIA
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**REQUEST FOR PROPOSALS
MARKET ANALYSIS AND FEASIBILITY STUDY FOR LAUREL GATEWAY PROJECT
FOR WASHINGTON COUNTY AND TOWN OF DAMASCUS**

December 1, 2025

PROPOSALS WILL BE RECEIVED UNTIL:

3:00 pm on December 15, 2025

PROPOSALS MAY BE SUBMITTED ELECTRONICALLY THROUGH eVA

PROPOSALS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:

WASHINGTON COUNTY, VIRGINIA
DEPARTMENT OF BUDGET & FINANCE
TAMMY STURGILL, DIRECTOR
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210
(276) 525-1310

***Five** copies of the Proposal must be submitted using the specified Proposal Form in a sealed package marked on the outside with the Provider's name and address, and clearly marked:*

"LAUREL GATEWAY PROJECT PROPOSAL".

**REQUEST FOR PROPOSALS
MARKET ANALYSIS AND FEASIBILITY STUDY FOR LAUREL GATEWAY PROJECT
FOR WASHINGTON COUNTY AND TOWN OF DAMASCUS**

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**REQUEST FOR PROPOSALS
MARKET ANALYSIS AND FEASIBILITY STUDY FOR LAUREL GATEWAY PROJECT
FOR WASHINGTON COUNTY AND TOWN OF DAMASCUS**

I. PURPOSE:

The County of Washington and the Town of Damascus are seeking proposals from qualified firms to provide professional services in completing a market analysis and feasibility study for the Laurel Gateway Project.

II. PROJECT OVERVIEW

The County and the Town seek to complete a market analysis and feasibility study to identify the viability of redeveloping an approximately 23-acre parcel of land, located along Mountain City Rd/Rte. 91, adjacent to Laurel Creek, known as the “former VFW property” and most recently owned by the Washington County IDA. The property is just outside the corporate boundaries of the Town of Damascus. The study should identify four (4) potential options for successful development of the site based on the projected needs of Washington County and the Town of Damascus. The successful firm will analyze current market demand, evaluate competitive factors, assess the site, identify potential deficiencies and barriers, prioritize the need for necessary infrastructure and utilities upgrades, and provide preliminary financial forecasts and distinct development concepts tailored to maximize the return on investment and enhance the region's appeal. The Town of Damascus will be the project manager for the market analysis and feasibility study.

The market analysis and feasibility study will consist, at a minimum, of the following:

- a. Environmental assessment
- b. Infrastructure assessment
- c. Developing cost estimates
- d. Permitting and zoning compliance
- e. Demand assessment to include manufacturing, outdoor recreation, lodging, and/or mixed-use purposes.

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, AND AWARD

A. Identification of proposal envelope

Proposals may be submitted electronically through eVA (eVA.virginia.gov). Five copies of the proposal shall be submitted to County in a sealed envelope/package marked with the following information:

1. Offeror's name and address; and
2. **"Laurel Gateway Project Proposal"**

Effective January 1, 2025, per the Virginia Public Procurement Act §2.2-4303 letter A; all local public bodies shall provide an option to submit the proposals through eVA, the Commonwealth of Virginia's statewide electronic procurement system. In cases where proposals are submitted electronically, the local public body may also require a certain number of paper submissions for review purposes. Proposals may be submitted electronically through eVA but it is NOT required. The County DOES REQUIRE that hard copies of proposals be delivered as specified in the Request for Proposal.

B. Deadline for County receipt

Proposals must be received by the County no later than the due date and time specified on the cover sheet to this Solicitation. Proposals received after the due date and time, postmark notwithstanding, shall be rejected.

C. Rejection if proposal in improper form

Offeror's failure to submit a proposal on the Proposal form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Offeror withdraw or modify non-responsive portions of a proposal that do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed on behalf of the Offeror.

D. Questions and modification

Questions to clarify this Solicitation shall not be received or answered by telephone or in-person. Questions shall be submitted by email no later than five working days before the due date to: tcopenhaver@washcova.com. The email must identify in the subject line: **"Question Regarding Laurel Gateway Project Proposal"**. Answers to all questions will be sent by email to all Offerors of whom the County is aware have interest in this Solicitation. Revisions may be made only by addendum issued by the County.

E. Optional pre-bid conference

Not applicable.

F. Inspection of job site

Not applicable.

G. Period allowed for County acceptance of proposal

Any proposal resulting from this solicitation shall be valid for 90 days after the proposal submittal deadline. At the end of the 90-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

H. Interview

Prior to making an award pursuant to this solicitation, the County reserves the right to require Offeror to interview with a County review committee to determine whether Offeror is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Offeror is fully qualified, that Offeror's services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected.

I. Award

The County will follow procedures for competitive negotiation as set forth in Virginia Code § 2.2-4302.2. Unless all proposals are canceled or rejected, the County will select for negotiation two or more Offerors that the County determines to be fully qualified and best suited among those submitting proposals on the basis of factors specified in this solicitation, including price. Negotiations may include modifications of the proposal price and of the specifications to be included. Price shall be considered, but need not be the sole or primary determining factor. The County shall initiate negotiations by written notice to the selected Offeror. The times, places, and manner of negotiating shall be agreed to by the County and the selected Offeror. Failure by an Offeror to comply promptly with a request to schedule negotiations may result in its proposal being rejected. After negotiations have been conducted with each Offeror so selected, the County will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror. Should the 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 County reserves the right to reject any and all proposals in whole or in part, to waive any informality, to negotiate the proposal price, and to modify the specifications prior to making an award.

J. Announcement of Award

Following the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County website at washcova.com on the Board of Supervisors' web page in the meeting agenda public packet.

K. Oral Presentation

Offerors who submit a proposal in response to the solicitation may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify and elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

L. Evaluation Criteria

Proposals shall be evaluated by a County selection committee using the following criteria:

	Criteria	Point Value
1.	Qualifications of the Specific Individuals to Provide Services	20
2.	Related Experience and References	20
3.	Current and Projected Workloads & Proximity to the Project	20
4.	Understanding of the Services to Provide and Proposed Approach for Implementation of Project	20
5.	Cost of Services	20
	Total	100

M. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

N. Ethics in public contracting

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

O. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for

the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

P. Investigation of qualifications of contractor

Offeror agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to fulfill the obligations of the contract.

Q. Testing and inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

R. Mandatory Use of County Forms, Terms and Conditions, and County Contract

Unless otherwise specified in the Solicitation, all proposals must be submitted on the form provided by the County. Failure to submit a proposal on the County form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Solicitation including the General Terms and Conditions may be cause for rejection of the proposal, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. The Terms and Conditions are mandatory provisions of all Solicitations and all Contracts of the County. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

The Terms and Conditions and Instructions to Offeror and Contractors shall apply to all purchases and be incorporated into and be a part of each Solicitation and every Contract awarded by the County unless otherwise specified by the County in writing. Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these Terms and Conditions before submitting a proposal to and/or entering into any Contract with the County. Failure to do so will be at the Offeror's or Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, state, and local laws, policies, resolutions, regulations, rules, limitations and regulations, including the County's procurement policies and procedures, proposals on all Solicitations issued by County will bind Offerors, as applicable, and Contracts will bind

Contractors, to all applicable terms, conditions, instructions, rules, and requirements herein set forth unless otherwise specifically set forth by the County in writing in the Solicitation or Contract. All provisions of the Terms and Conditions are material to any Contract between the County and Contractor.

All Contracts shall be in a form prepared by the County and approved by the County Attorney or his/her designee. All County procurements shall use Standard Contract Forms and Terms and Conditions. Any proposals, quotes, and contracts that contain additional terms and conditions, are on non-standard forms, or make changes to the County's standard contract language shall be reviewed by the County Attorney, or his/her designee to determine if the County's Standard Contract and Terms and Conditions requires modification prior to award of the Contract.

Attachment 1 – SPECIFICATIONS & SCOPE OF SERVICES

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 1 of 3

Washington County and the Town of Damascus are seeking the services from qualified firms to provide professional services in completing a market analysis and feasibility study for the Laurel Gateway Project. All proposals shall be made on the basis of, and either meet or exceed the requirements contained herein.

Project Description

The County and Town seek to complete a market analysis and feasibility study to identify the viability of redeveloping an approximately 23-acre parcel of land, located along Mountain City Rd/Rte. 91, adjacent to Laurel Creek, known as the “former VFW property” and most recently owned by the Washington County IDA. The property is just outside the corporate boundaries of the Town of Damascus. A map is provided to identify the 23-acre parcel of land located along Mountain City Rd/Rte. 91, adjacent to Laurel Creek. The study should identify four (4) potential options for successful development of the site based on the projected needs of Washington County and the Town of Damascus. The successful firm will analyze current market demand, evaluate competitive factors, assess the site, identify potential deficiencies and barriers, prioritize the need for necessary infrastructure and utilities upgrades, and provide preliminary financial forecasts and distinct development concepts tailored to maximize the return on investment and enhance the region's appeal.

The Town of Damascus will be the project manager for the market analysis and feasibility study.

The market analysis and feasibility study will consist, at a minimum, of the following:

- a. Environmental assessment
- b. Infrastructure assessment
- c. Developing cost estimates
- d. Permitting and zoning compliance
- e. Demand assessment to include manufacturing, outdoor recreation, lodging, and/or mixed-use purposes.

Project Timeline

Site Assessment: February 2026 through March 2026.

Environmental/Infrastructure Assessment: Due April 30, 2026.

Market Assessment: Due May 30, 2026.

Development Cost Estimates and RFQ Template: Due June 30, 2026

Final Market & Feasibility Study Report: Due July 30, 2026.



Scope of Services

This Request for Proposal (RFP) requires services encompassing two distinct processes and products, as detailed in the subsequent sections. These assessments must include four (4) distinct, viable development concepts for the parcel. The four options may differ in scale, capital investment, and target market. Each option must be presented in the feasibility study with a clear description, preliminary site layout (conceptual), and a justification based on the market analysis.

1. Market Analysis – The analysis shall assess the business environment, customer base, and financial viability of four (4) development options.

- Existing Data Analysis

- Identify and analyze changes in customer preferences, technology, or economic factors that affect the market (e.g., growth of outdoor tourism, increase in remote workers).
- Collect and define detailed demographic data on the population size, income levels, age distribution, and spending habits within the identified service area.
- Identify existing facilities and/or businesses offering competing attractions to the four (4) development options. Conduct a competitive analysis to evaluate their pricing, quality and types of amenities, location, occupancy rates, success factors, observed capacity limitations, and market share.
- Identify underserved needs and/or gaps in the current market that the proposed development could fill. Assess the current and projected demand for the four (4) development options, specifically within the designated geographic region.
- Estimate the current volume or value of sales for the specific proposed product or service in the defined geographical area.

- Forecasting Analysis

- Clearly define the specific group of customers the development intends to serve by identifying user segments (e.g., local residents, tourists/trail users, specific age groups) and potential job growth.
- Forecast how the market size, demand, and target demographics are expected to change over the next 3 to 5 years.
- Conduct a comparative analysis to determine which development option most effectively meets the underserved needs (market gaps) of the designated geographic region.

2. Feasibility Study – The study shall identify the feasibility of four (4) development options for the approximately 23-acre site by assessing the proposed site based on visibility,



Attachment 1 – SPECIFICATIONS & SCOPE OF SERVICES

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 3 of 3

accessibility, challenges, impacts, traffic patterns, and proximity to customers and suppliers.

- **Practical Application Feasibility**

- Determine whether each option concept can be practically implemented utilizing technology and/or equipment readily available or that may be available in the near future.
- Review the physical characteristics of the parcel, including access, topography, environmental restrictions, utilities (water, sewer, electric), and provide a summary of developmental restrictions and advantages of each of the four (4) development options.
- Identify all local zoning, permitting, and land-use regulations that impact the potential development.
- Identify any necessary non-profit, intergovernmental, or private partnerships necessary for implementation of each presented option.
- Determine each option's operational feasibility long-term by evaluating social and environmental impacts and compiling a risk assessment for each option presented.

- **Financial Feasibility**

- Use existing data and trends to predict the potential revenue volume and customer demand for the development: provide estimated average daily rates (ADR), projected occupancy/utilization rates, and benchmark operating expense ratios based on comparable successful facilities.
- Outline a development budget and determine potential financing sources: outline a breakdown of the financial feasibility and a range of probable costs of construction components for each option concept and demonstrate the point at which revenues will cover costs.

- **Development**

- Create an RFQ template process or other specific actions steps for one of the potential development options.

In summary, the objective is to provide comprehensive evidence that the proposed development is not only financially sound but is also necessary and beneficial to the local economic landscape. This requires quantifying the development's anticipated impact and long-term economic viability.



Attachment 2 – SPECIAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 1 of 1

The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

1. **TERM OF CONTRACT.** Any contract awarded pursuant to this Solicitation shall be for a term of one year or contract shall end when market analysis and feasibility study services per scope of services in the Request for Proposal have been completed.
2. **TO SUBCONTRACTORS.**
 - a. An Offeror awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the Offeror's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.
 - b. The Offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 1 of 6

The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

General Terms and Conditions

Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax on purchase of goods. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase agreements. Not applicable

Contractor Qualifications & Performance

5. Contractor licensure. Contractor shall maintain current permits, certifications, and licensure as required to perform the services required by this Contract.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No Contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such Contractor for the duration of this contract. The County of Washington shall in no manner be held liable for Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Not applicable.
9. Asbestos. Not applicable
10. Repair of damage. Not applicable.
11. Final inspection. Not applicable.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County or its authorized agent, whichever is sooner.



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Attachment 3 – GENERAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 3 of 6

County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit the County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in the Contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.
18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the Contract shall require a written modification of the Contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the County Administrator or his or her designee. The County shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall become effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 4 of 6

22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.
27. Survival. Contract provisions regarding indemnification and recovery of damages for deficient contract performance shall survive the completion or earlier termination of the contract.

Disputes, failure to perform, termination

28. Failure to deliver. In case of failure to deliver goods or 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 Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
29. Termination of contract:
 - a. County or Contractor may terminate this Contract for convenience upon giving the other party 30 calendar days prior written notice. County shall within 30 calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
 - b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.



Attachment 3 – GENERAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 5 of 6

- c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- 30. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.
- 31. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.
- 32. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon delivery of written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.

Compliance with laws

- 33. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 34. Drug-free workplace.
 - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
 - c. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the



Attachment 3 – GENERAL TERMS AND CONDITIONS

Market Analysis and Feasibility Study for Laurel Gateway Project

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contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided: however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000.00, the Contractor agrees as follows:

- a. Contractor shall 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. Contractor shall 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.
- e. The requirements of this section are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



Attachment 4 – PROPOSAL QUESTIONNAIRE

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 1 of 3

PROPOSAL QUESTIONNAIRE

The undersigned, as Offeror, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this proposal; that this is made without connection with any other person or company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Offeror further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the proposal; that they have satisfied themselves relative to the materials and service to be provided.

Offeror agrees, if this proposal is accepted, to furnish all necessary materials and services in accordance with this proposal necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Request for Proposal attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Request for Proposal and any contract that may result from such submitted Proposal. The statement on this cover sheet shall apply to each element of each proposal submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____



Attachment 4 – PROPOSAL QUESTIONNAIRE

Market Analysis and Feasibility Study for Laurel Gateway Project

Page 2 of 3

Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be itemized in accordance with the requests for information stated below and you may attach additional pages or materials as referenced in your responses.

The proposal shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the proposing firm to perform the market analysis and feasibility study for the Laurel Gateway Project. The Offeror is to make a written proposal which presents an understanding of the work to be performed. Proposals should be as thorough and as detailed as possible but written clearly and concisely so that the County and Town may properly evaluate the firm's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Cover Letter/Executive Summary. The Offeror must submit a Cover Letter/Executive Summary as an overview of their proposal for market analysis and feasibility study for Laurel Gateway Project.

Qualifications and Experience of the Specific Individuals Providing Services

2. Detailed Written Narrative on Qualifications and Experience/Resumes. The Offeror must submit a detailed written narrative to include the relevant qualifications and experience in market analysis and feasibility study for projects for municipal governments and related organizations. Provide resumes of each individual and team assigned to this project highlighting their qualifications for this job.

Related Experiences and References

3. Related Experience. Provide a list of projects that you have done that are similar to this project and describe how this experience will benefit you while working on this project if you are the selected firm.
4. References. Provide references, similar to the County and Town, 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 and phone number of the individual whom the County and Town have your permission to contact. The list should include previous and current projects familiar with your work and include the type of project for which you worked with them on. The Offeror may use Attachment 5, References or provide a separate sheet that has the references listed.

Current and Projected Workloads & Proximity to Project

5. Current and Projected Workloads. Address each person's availability and capacity to be assigned to this project throughout the planning and development process.
6. Proximity to Project. Provide information on the proximity of project team members to the project site and the ability to have ready access to the project site.

Understanding of the Services to Provide and Proposed Approach for Implementation of Project:

7. Written Plan. Provide a narrative as to how your firm proposes to work with the County and Town to complete this Project. Provide a written plan to address each requirement identified in the Scope of Services.



Attachment 4 – PROPOSAL QUESTIONNAIRE

Market Analysis and Feasibility Study for Laurel Gateway Project

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Cost of Services:

8. Cost of Services. Provide a description of the typical fee structure utilized with other clients for market analysis and feasibility study services and provide a proposed fee structure for the market analysis and feasibility study for the Laurel Gateway Project.



Attachment 5 – REFERENCES

Request for Proposal for Market Analysis and Feasibility Study for Laurel Gateway Project

Page 1 of 2

References for _____

Name of Offeror

Offeror shall provide a list of at least 5 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the project worked on and dates of services, the complete mailing address, name of the contact person, email address and telephone number.

1. ORGANIZATION _____
PROJECT & DATES _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

2. ORGANIZATION _____
PROJECT & DATES _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____

3. ORGANIZATION _____
PROJECT & DATES _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____)_____ Email address: _____



Attachment 5 – REFERENCES

Request for Proposal for Market Analysis and Feasibility Study for Laurel Gateway Project

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4. ORGANIZATION	_____
PROJECT & DATES	_____
ADDRESS	_____
CITY, STATE, ZIP	_____
CONTACT PERSON	_____
TELEPHONE NO.	(____)_____ Email address: _____
5. ORGANIZATION	_____
PROJECT & DATES	_____
ADDRESS	_____
CITY, STATE, ZIP	_____
CONTACT PERSON	_____
TELEPHONE NO.	(____)_____ Email address: _____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.



Attachment 6 PROPRIETARY/CONFIDENTIAL INFORMATION

Request for Proposal for Market Analysis and Feasibility Study for Laurel Gateway Project

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Trade secrets or proprietary information submitted by a bidder/offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror must invoke the protections of 2.2-4342(f) 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 including the section of the bid/proposal in which it is contained and the page numbers, and state 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 secrets or proprietary information. In addition, a summary of proprietary information to be withheld shall be submitted on this form. A bidder/offeror may not designate as trade secrets or proprietary information (a) an entire bid or proposal; (b) any portion of a bid or proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total bid or proposal prices.

If non-disclosure is invoked, the bidder/offeror must provide the County, in addition to the number of copies elsewhere in this Solicitation, one copy of the bid/proposal with proprietary/confidential information redacted so that the County may provide it to the public for review.

Description of the data or other materials that are requested to be withheld from public disclosure	Page #(s) and Line #(s) &/or Section #(s) where located	State your reason(s) why withholding from public disclosure is necessary

You may attach additional copies of this page as necessary.

