



**REQUEST FOR PROPOSALS
FOR PURCHASE AND ADAPTIVE REUSE OF
THE BOILING SPRING SCHOOL BUILDING,
OPPORTUNITY ZONE SITE
COUNTY OF ALLEGHANY, VA**

December 13, 2018

I. General:

Alleghany County is soliciting proposals for purchase and adaptive reuse of the former Boiling Spring School building and associated properties located at 5403 Boiling Spring Circle, Covington VA 24426. The school was closed due to consolidation and the community is excited about the possible future use of the facility and grounds. The County is open to traditional and nontraditional creative uses of the facility.

Alleghany County and surrounding communities are an outdoor recreation hub with the Town of Clifton Forge being named the Top Adventure Town by Blue Ridge Outdoors Magazine. The area boasts lakes, rivers, trails and historic sites all nestled between the Blue Ridge and Allegheny Mountains.

Please submit your proposal including but not limited to: business & conceptual plan, statement of qualifications, proposed purchase contract, financial capability and letters of reference for the proposed services to County of Alleghany, Virginia, attn: Mr. Chad Williams, 9212 Winterberry Ave., Suite B, Covington VA 24426, until **Tuesday, March 5th 2019, at 2:00 PM** Eastern Standard Time. Please mark on the envelope "County of Alleghany – Boiling Spring School RFP".

Open house and preproposal meeting: Tuesday, February 5th 2019, at 11:00AM Boiling Spring School 5403 Boiling Spring Circle, Covington VA 24426. Potential proposal submitters that wish to attend the open house must preregister by noon on January 30th 2019 by calling 540-863-6622.

MBE/WBE Statement:

Alleghany County is an Equal Opportunity Employer. Minority and Women owned firms are encouraged to submit proposals. MBE/WBE are encouraged to submit proposals.

Selection of firm will be performed in accordance with the Virginia Public Procurement Act.

II. Building/Site Information:

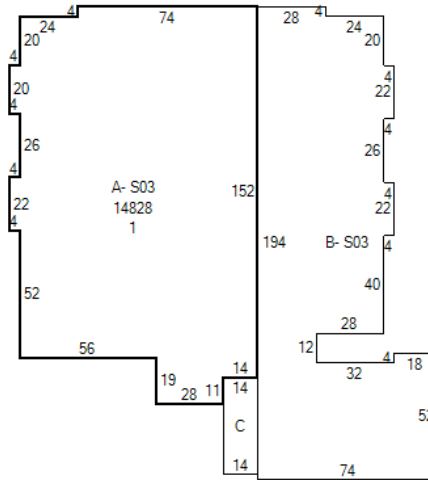
- A. The facility was built in 1975 and consists of office area, open classroom area, kitchen, restrooms and gymnasium for a total square footage of 25,788'.
- B. Public water, septic, three phase electric, gig fiber, electric heat/ac, paved parking, playgrounds and ballfields.
- C. 10.21 acre level property in park setting.
- D. Access to I-64 approximately 12 miles north.



Main Entrance View



Side View



Building Footprint

III. Potential Uses but Not Limited to:

- A. Microbrewery
- B. Senior Assisted Living
- C. Specialty Food Operations
- D. Training/Retreat Facility
- E. Technical Service Center
- F. Education
- G. Forestry/Paper Industry Research Development
- H. Distillery
- I. Outdoor Recreation
- J. Business to take advantage of the Mid-Atlantic Backcountry Discovery Route
- K. Wet Lab

IV. Basis for Award:

- A. Each proposal will be evaluated based upon the criteria set forth in this RFP, including compliance with the RFP instructions and the mandatory terms and conditions set forth within the RFP documents. The objective of the evaluation will be select the offeror who, in the sole discretion of the County, offers the best value and fit for the needs of the County.
- B. With a Request for Proposal, the County may use competitive negotiation as price is not required to be the sole determining factor in the award process. A matrix, using a numerical rating system, will not be used. The file will show the Evaluation Committee's perception of the strengths and weaknesses of each offer received as the basis for ranking and selection.
- C. Offerors must make written proposals which present the offeror's qualifications and understanding of the plan/work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information which you consider pertinent to your qualifications and plan.
- D. Once each member of the Evaluation Committee has read and considered each offer against the criteria, they shall reach a consensus, ranking the offers to establish a "short-list" of offerors to be further considered. At that point, the Evaluation Committee will conduct interviews.
- E. If more than one submittal is deemed to be fully qualified then negotiations shall be conducted with each of the offerors selected. After negotiations, the County shall select the



offeror which the County determines, in its sole opinion, made the best proposal and award the contract to that offeror.

- F. After signing the purchase contract, a 60 day due diligence period shall begin. The Offeror will be required to close on the properties at the end of the due diligence period.

V. Instructions for Submitting Proposals:

A. Submission of Proposals:

1. **The COUNTY will not accept oral proposals or proposals received by telephone, FAX machine, email or telegraph.**
2. All erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.
3. The Proposal must be signed in order to be considered. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal and documentation authorizing them to submit the proposal.
4. The Proposal and any other documents required shall be enclosed in a sealed opaque envelope.
5. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
6. The time proposals are received shall be determined by stamp in the COUNTY Office. Offerors are responsible for insuring that their proposals are stamped by COUNTY Office personnel by the deadline indicated.

B. Offeror's Representation:

1. Each Offeror, by submitting a proposal in response to this Request for Proposal, represents that the Offeror has read and understands the requirements and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the RFP.
2. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

D. Modification of Proposal:

1. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the County in writing of its intentions.
2. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
3. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.



4. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

E. Acceptance of Proposals:

1. All proposals received in the COUNTY Office on time shall be accepted.
2. All late proposals shall be returned by the COUNTY Office unopened to the sender.
3. Proposals shall be open to public inspection only after award or rejection of the proposals.
 - a. Confidentiality – Virginia law requires local governments to disclose certain information upon request. All Request for Proposals will eventually become public record. Proposers wishing to protect the confidentiality of certain financial or proprietary information shall be solely responsible for marking such documents submitted as “confidential” and shall specifically invoke the provisions of Virginia Code §2.2-4342(f) for each item and shall include the required information. The County will attempt to protect any confidential information from disclosure if state law and County policy enables it to do so. Entire proposals will not be deemed confidential.

VI. Evaluation Criteria:

Proposals shall be evaluated using the following criteria:

1. Expertise, qualifications and past experience of the offeror in providing services similar in size, scope and features as those required in this RFP.
2. Conceptual Proposal
 - a. Proposed use(s) of the building
 - b. Proposed use(s) of the land included with the facility
 - c. Estimated timeline for completion of the redevelopment plan including due diligence
 - d. Proposers contingencies and variables
 - e. How the proposal fits in with the community and Alleghany County
3. Financial Proposal
 - a. Proposed business plan
 - b. Proposed investment in the building and property
 - c. Verifiable financial capability, projections and sources of revenue for the redevelopment/purchase
 - d. Include references and several years audited financial statements to include the most recent
 - e. Compensation to Alleghany County
 - f. Job creation
 - g. Ability to finance and operate the facility once redevelopment is completed and how this will be structured
 - h. Within three days of selection, a \$15,000 earnest money deposit will be due. The earnest money will be refundable during the initial 60 days of the due diligence period after which it will be nonrefundable



VII. Opportunity Zone:

1. The Federal Tax Cuts and Jobs Act of 2017 included provisions for a new revitalization tool, the Opportunity Zone and Opportunity Fund. Broadly speaking, the Zones and Funds will allow investors to receive tax benefits on currently unrealized capital gains by investing those gains in qualified census tracts (Opportunity Zones). The Boiling Spring School site falls within a designated Opportunity Zone. For more information on the benefits of this property due to the Opportunity Zone status, please go to <http://www.dhcd.virginia.gov/index.php/opp-zones.html>

VIII. General Terms and Conditions:

A. Taxes:

The PROPOSER shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the COUNTY and the PROPOSER, as the taxes shall be an obligation of the PROPOSER and not of the COUNTY, and the COUNTY shall be held harmless for same by the PROPOSER.

B. Award of Contract:

1. The COUNTY reserves the right to reject any or all proposals.
2. The successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the County the contract forms and any other forms or bonds required by the RFP.
3. The contract documents shall be subject to any regulations governed by the law of the Commonwealth of Virginia.
4. Any contract resulting from this RFP is not assignable.

C. County's Rights:

The County reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the County.

D. Silence of Specifications:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

E. Rights to Damages:

By signing the proposal, the offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. The provision is remedial in nature and is to be liberally construed by any court in favor of the County.

F. Anti-collusion:



The offeror certifies by signing the proposal that it is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same purpose and that the proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.

G. Indemnification:

The offeror shall defend, indemnify and hold the County, and the County's employees, agents and volunteers, harmless from and against any and all damage claims, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the offeror, its employees, agents and volunteers, or incurred by or claimed against the County, the County's employees, agents and volunteers, arising out of, or in connection with, the performance of all matters hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the County due to the negligent, fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the offeror under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.