



**COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number: 23-06

Contract Title: Consulting Services for Organizational and Management Assessments

This contract entered into this 20th day of January, 2023, by Sherwood G. Wilson Group, LLC hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is January 20, 2023 through January 19, 2024.

COMPENSATION AND METHOD OF PAYMENT: The contractor shall be paid in accordance with the contract documents. Hourly rates for the initial contract period shall be as follows per negotiations. Lesser hourly rates may be negotiated as deemed appropriate and mutually agreed upon based on each proposed Statement of Work.

a. Departmental assessments and evaluations \$300
b. In-Depth evaluations of organizational structure or operations for areas of consultant’s areas of expertise (which include: facilities and public works, construction, safety & security, human resources, financial management, public-private partnerships, and general public-sector senior administration) \$300
c. Drafting or collaboration with department leader on detailed improvement plans, implementation strategies, or departmental strategy plans \$300
d. Customer Service or leadership / management training \$250
e. Leadership mentoring or individual advisory services \$300
f. Assistance identifying or evaluating candidates to fill key leadership roles \$250
g. Travel estimates available upon request for any specific activities outside of the New River Valley and contiguous counties in Virginia (travel within the NRV & surrounding counties is included in above hourly rates)

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in Montgomery County Request For Proposal Number 23-06 dated September 26, 2022 and Addendum 1 dated October 17, 2022, together with all written modifications thereof, the proposal submitted by the Contractor dated October 24, 2022, Negotiation Points and Responses from the Contractor dated January 2, 2023, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: ^{DocuSigned by:} Sherwood G. Wilson
B1239364B14D48F...

By: _____

Print Name: Sherwood G. wilson

Print Name: F. Craig Meadows

Title: Principle/owner

Title: County Administrator

Seen and approved as to form and legal sufficiency:

^{DocuSigned by:} Martin McMahon
Martin M. McMahon, County Attorney

REQUEST FOR PROPOSAL (RFP) # 23-06 DATED SEPTEMBER 26, 2022

AND

ADDENDUM 1 DATED OCTOBER 17, 2022



Request for Proposal (RFP)# 23-06

Consulting Services
for
Organizational and Management Assessments

Issue Date: September 26, 2022

Last Day for written questions: October 6, 2022

Proposal Due Date and Hour: October 25, 2022 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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Request for Proposal Number 23-06

Consulting Services for Organizational and Management Assessments

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ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

COUNTY OF MONTGOMERY, VIRGINIA

RFP # 23-06

ISSUE DATE: SEPTEMBER 26, 2022

Consulting Services for Organizational and Management Assessments

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: mcpurchasing@montgomerycountyva.gov.

DUE DATE: Sealed Proposals will be received until **October 25, 2022**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration N/A
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY**RFP# 23-06**

Term Contract for Consulting Services for Organizational and Management Assessments

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish contracts through competitive negotiation with one or more qualified contractors for a term Contract for Consulting Services for Organizational and Management Assessments for the County of Montgomery County, Virginia herein after referred to as “County.”

II BACKGROUND:**A. General Background**

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365.)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

III STATEMENT OF NEED:

The County periodically needs the services of a qualified Contractor that can provide organizational and management assessments on as-needed basis for County leadership, as well as related corrective plans and training support to various County departments.

A. SPECIFICATIONS AND REQUIREMENTS:

1. Assess, evaluate, and provide recommendations to County leadership on departmental efficiency, effectiveness, management practices, customer service culture, and/or user perceptions.
2. Create implementation strategy / plans for cultural improvements within the County's departments where customer service deficiencies are identified or suspected.
3. Customer service training, leadership mentoring, and/or other advisory and training services to County personnel, particularly in departments that have been identified for improvement.
4. Assist with identifying or evaluating candidates to fill key leadership roles within the County (typically department head or above), particularly for departments that have been identified for improvement.
5. The contractor may also be asked to perform more in-depth evaluations of organizational structure or operations for County departments in areas that align with the contractor's specific qualifications or background experiences.
6. Specific deliverables, milestones, estimated hours, and tentative timelines are to be defined jointly by the County and contractor prior to the commencement of each project.
7. Minimum qualifications: The contractor shall have at least 15 years demonstrated experience in leadership, ideally in senior management, of state, local, or other public entity / entities, and/or with providing evaluations and trainings of similar scope to the services described herein. The contractor shall be available to provide onsite services to the County within 48 hours after notification of need.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:

- a. **One (1) original and four (4) paper copies of the entire proposal INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked.
- b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This USB/Flash Drive should be marked "**Redacted Copy**".
- d. Response shall be submitted to:

Jeff Groseclose, CPPB, Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073

Identify on outside of envelope: **Sealed RFP # 23-06**

RFP Due date/Opening date and hour: **October 25, 2022, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County 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 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other 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 will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. The offeror shall provide a proposal based upon hourly rates for each type of service (assessments, training, mentoring, travel estimates to provide services, etc.).
3. The proposal shall clearly describe the offeror's expertise, qualifications, and any specialties in their response.
4. Please provide recent references, similar to Montgomery County, 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 Montgomery County has your permission to contact.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror(s). Montgomery County reserves the right to award more than one contract as a result of this solicitation. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery 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 award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Each proposal will be evaluated on the following criteria:

	<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1.	Qualifications and experience	40
2.	Method and plan for providing services	30
3.	Cost of Services	20
4.	References	10

- VI WRITTEN QUESTIONS:** Questions regarding the Statement of Need in this RFP must be submitted in writing no later than the close of business on October 6, 2022 and should be emailed to mcpurchasing@montgomerycountyva.gov. Responses to questions will be answered in a written addendum.
- VII CONTRACT ADMINISTRATION:**
Brad St. Clair, Assistant County Administrator, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.
- VIII PAYMENT PROCEDURES:** Payment for services will be made within 30 days of invoice date. Payment of postage will be made by wire transfer prior to the production date or invoice. The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered.

Invoices shall be sent to:

Montgomery County Government Center
Attn: Brad St. Clair
755 Roanoke Street, Suite 2E
Christiansburg, VA 24073

- IX CONTRACT PERIOD:** The term of this contract is for one year or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.
- X PRICING SCHEDULE:**

The proposal should include a clear pricing schedule of proposed hourly rates for each service provided as described above.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

https://montgomerycountymd.gov/docs/default-source/purchasing-solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2

SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The County may acquire other goods and services that the supplier provides than those specifically solicited. The County reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products components, accessories, subsystems, or related services that are newly introduced during the term of the contract. Such additional goods and services will be provided to the County at favored nations pricing. The exact pricing of these goods and services will be negotiated and determined at the time of procurement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. Montgomery County Purchasing Department shall be notified by the contractor or the specific agency intending to use the contract to determine if a written modification to the contract is necessary. Such modifications, when/if required, shall name the specific agency added or deleted and the effective date.
4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
5. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
6. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
7. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (90) days. At the end of the (90) days 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.

GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement 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 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. (Code of Virginia, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in A. and B. below apply:

- A. 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 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 provision 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 the requirements of this Section.
 - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Montgomery County and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Montgomery County and the Commonwealth of Virginia under said contract.
 3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
 4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Montgomery County.
 5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. Montgomery County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Montgomery County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Montgomery County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Montgomery County with all vouchers and records of expenses incurred and savings realized. Montgomery County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Montgomery County within thirty (30) days from the date of receipt of the written order from Montgomery County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Agency Procurement and Surplus Property Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Montgomery County or with the performance of the contract generally.
 6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within thirty (30) shall be the contractor's right to institute immediate legal action. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
 7. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation

- documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Montgomery County, 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 Montgomery County may have.
 10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the 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 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.
 11. **EO/AA STATEMENT:** Montgomery County, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
 12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
 13. **FACSIMILE PROPOSALS:** Facsimile **unsealed** proposals received in the Montgomery County Purchasing Department prior to the time and date designated for bid submission will be accepted.
For **sealed** proposal programs, an Offeror may fax a proposal to a ***non-Montgomery County*** third party, who in turn must deliver it to the Purchasing Department in a sealed envelope before the proposal due date and time.
 14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless The County of Montgomery and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the negligence of the Contractor.
 16. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Montgomery County Purchasing Department. Proposals received in the Montgomery County Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Montgomery County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches the Montgomery County Purchasing Department by the designated date and hour.
 17. **MANDATORY USE OF MONTGOMERY COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Montgomery County form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the request for proposal may be cause for rejection of the proposal; however, Montgomery 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, Montgomery County may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which 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 by the parties.
 18. **PAYMENT:**
 - A. **TO PRIME CONTRACTOR:**
 - 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Montgomery County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until

a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. TO SUBCONTRACTORS:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify Montgomery County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
19. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 12, 14, 17, 18 and 27 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
20. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
21. **QUALIFICATIONS OF OFFERORS:** Montgomery County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to Montgomery County all such information and data for this purpose as may be requested. Montgomery County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. Montgomery County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Montgomery County that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
22. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Offeror's response to the contrary, the Offeror agrees that the terms and conditions contained in Montgomery County's proposal prevail over contrary terms and conditions contained in the Offeror's response.
23. **TAXES:** Sales to Montgomery County and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
24. **TESTING AND INSPECTION:** Montgomery County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Montgomery County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Montgomery County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a sealed proposal only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
27. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA www.dgs.state.va.us/dps
28. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 202__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____

By: _____

Title: _____

Title: _____

COUNTY OF MONTGOMERY

PURCHASING DEPARTMENT
755 ROANOKE STREET, Suite 2C
CHRISTIANSBURG, VA 24073-3179
PHONE (540) 382-5784 | FAX: (540) 382-5783
Jeff Groseclose CPPB, VCA, VCO, Procurement Manager

REQUEST FOR PROPOSAL, RFP # 23-06 issued September 26, 2022
ADDENDUM NUMBER 1

DATE: October 17, 2022
TITLE: Consulting Services for Organizational and Management Assessments

Amendments:

1. No further questions will be accepted after the issuance of this addendum.

Clarification:

1. **Question:** In reference to this RFP, in Part III, A, 7, you are asking the consultant to be available onsite within 48 hours after notification of need. Is there flexibility to this amount of time? Can you indicate why 48 hours is requested?

Montgomery County Response: We are flexible on the 48-hour response time; however, we feel it imperative the vendor be accessible and available to provide a prompt response to management issues that are considered time sensitive.

2. **Question:** In Attachment A, Terms, point 5 makes reference to indemnification for any claim during the performance of the contract. Is there flexibility to include the term negligence, such that the consultant would be responsible for any negligent acts or omissions, rather than anything arising out of the performance or nonperformance of the contract?

Montgomery County Response: This is a standard Montgomery County term. Offeror's proposals should indicate any exceptions taken to RFP terms and conditions. If an offeror is invited to negotiations, any exceptions will be discussed further.

3. **Question:** Has the County procured similar services in the last three years? If so, can you share the name of the vendor?

Montgomery County Response: The County has worked on a limited basis with both Assura, Inc. and The Sherwood Wilson Group.

4. **Question:** Does the County have an estimated budget for the project? Have the funds been allocated?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis".

5. **Question:** Will the County consider submission by email only?

Montgomery County Response: This RFP is considered a sealed procurement, therefore emailed responses cannot and will not be accepted. Offerors should follow the instructions in section IV of the RFP for submission of proposals.

6. **Question:** Page 4 of 9 of the RFP states "The contractor shall be available to provide onsite services to the County within 48 hours after notification of need". Can the County clarify this requirement? Is this for specific meetings? If so, how many are expected? Or, does it mean that all future services MUST be provided on-site, after the said notification? i.e. no remote work allowed.

Montgomery County Response: We are flexible on the 48-hour response time; however, we feel it imperative the vendor be accessible and available to provide a prompt response to time sensitive questions or issues. The appropriateness of any response is largely defined by the circumstances and the scope of services provided by the impacted department. Issues that are time sensitive in nature would require a prompt response that may or may not require an onsite visit by the vendor. The County will ultimately decide if a vendor needs to be onsite.

7. **Question:** Does the project represent a continuation of a past or current effort or is this a new initiative? If you have used a similar process in the past, what parts do you wish to retain, and which parts do you wish to improve or discard?

Montgomery County Response: Although the County has utilized consultants in the past, this approach represents a new initiative whereby Department Directors will have access to consulting services on an as needed basis for the purpose of providing organizational and management assessments that may be specific to a single department or part of a more comprehensive review of the overall management and organizational structure.

8. **Question:** Do you have an incumbent who provides similar services to those described in the RFP? If yes, what advantage, if any, would such a vendor have in competing for the current project? What was most and least useful about the experiences?

Montgomery County Response: The County has utilized similar services in the past for specific departmental projects. The scope of future projects is inherently diverse given the vast range of services provided by County departments that may fall outside the experience and/or expertise of any one specific vendor. Vendors utilized in the past may not be suitable for certain future projects as they will vary in scope depending on the impacted department.

9. **Question:** We noted that your Statement of Need stated, "The contractor shall be available to provide onsite services to the County within 48 hours after notification of need." What percentage of services do you anticipate will be performed in-person versus virtually? Which services do you anticipate will be in-person? Which services do you anticipate will be delivered virtually? What is your preferred modality for meetings (in-person, virtual)?

Montgomery County Response: It is anticipated the majority (over 75%) of the services would be provided in-person. We recognize there are instances that are time-sensitive in nature that may require a virtual response. In most instances in-person meetings are preferred.

10. What is your estimate of the number of individuals who would be served by the project? What are their titles? Are you anticipating individual services, group services, or a mixture of both?

Montgomery County Response: The approximate number of individuals served by the project is 20, which includes County administration and the various department directors. We anticipate a mixture of both individual and group services on an as needed basis.

11. **Question:** What is your budget or budget range or how much have you spent on similar work in the past? Will travel be included in this budget?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis". Because this is a new initiative, past experience does not represent future expectations. One relatively small project has been completed in the three years and the total cost was less than \$5,000. We recognize vendors may require reimbursement for travel expenses. This cost will be evaluated with the total bid costs.

12. **Question:** Do you have a local preference for contractors?
Montgomery County Contract 23-06, Consulting Services for Organizational and Management Assessments

Montgomery County Response: No.

13. **Question:** Why are you choosing to outsource this project rather than staffing it internally?

Montgomery County Response: The County is seeking to utilize independent resources to provide objective assessments and associated feedback on specific management and operational aspects of our organization and individual department. We do not have resources available to staff internally.

14. **Question:** Will answers to questions from all potential vendors be shared among all of us?

Montgomery County Response: Answers to all questions asked prior to this addendum are included in this addendum, which will be posted publicly on the Montgomery County website at <https://montgomerycountyva.gov/> and the Commonwealth of Virginia e-procurement website at <https://eva.virginia.gov/>.

15. **Question:** Will we be able to learn who the other bidders are?

Montgomery County Response: The evaluation of the proposals is a confidential process. The names of all offerors will be shared with all offerors after award.

16. **Question:** In our proposal, may we include references and hyperlinks to electronic resources, e.g, to web pages?

Montgomery County Response: Please refer to section IV.A.2, Proposal Preparations on page 5 of the RFP. Proposals should be concise and clear, but should also provide complete and adequate information to allow for timely and efficient evaluation by the committee.

17. **Question:** Has the County identified specific departments for operational assessments, training, or other relevant engagements? If so, could you please identify any or all of those expected engagements?

Montgomery County Response: At this point the County has not identified specific departments for operational assessments; however, trainings and/or engagements in particular areas including but not limited to departmental management, organizational structure and customer service are being considered.

18. **Question:** Does the County have an annual or cumulative budget for this contract? If so, could you please identify said budget or price range?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis".

19. **Question:** Regarding the timeline for key deliverables, are there any specific goals that this assessment must align with (e.g., prior to budget adoptions, before fiscal year end, etc.)?

Montgomery County Response: Projects are undertaken on an as needed basis with their own unique set of assessment criteria and performance goals.

20. **Question:** Has the County seen or reviewed any examples of this type of assessment for other municipalities that are similar to the type of assessment you are requesting?

Montgomery County Response: No.

21. **Question:** Will specific County staff be assigned to support this project? For example, will specific County staff assist with scheduling meetings, arranging spaces and other logistics, gathering requested information, etc.?

Montgomery County Response: Yes, the County will provide logistical support for the projects as they arise.

22. **Question:** In the RFP response, does the County want the identification and biographies of any key staff members?

Montgomery County Response: Offerors should provide any information which will assist the evaluation committee in determining offeror's qualifications and experience. Identification, biographies, resumes, etc. of key staff members would helpful.

23. **Question:** If the County awards contracts to multiple vendors, how will the County go about selecting a vendor for each individual project?

Montgomery County Response: County departments are diverse in their scope of service; therefore, the vendor's experience as it relates to the specific project and impacted department will be evaluated during the selection process.

ACKNOWLEDGE RECEIPT OF ADDENDUM # 1:

COMPANY/FIRM NAME AND ADDRESS:

_____ Zip Code _____

SUBMITTED BY:

NAME: _____
(print)

SIGNATURE: _____

TITLE: _____

DATE: _____

Telephone Number: (____) _____

Fax Number: (____) _____

Email: _____

CONTRACTOR'S PROPOSAL DATED OCTOBER 24, 2022



Response to Montgomery County, Virginia Request for Proposal (RFP)# 23-06

Consulting Services for Organizational and Management Assessments

Company General Information:

Full Legal Name (print) <i>Sherwood G. Wilson</i>		Federal Taxpayer Number (ID#) 84-3686131	Contractor's Registration N/A
Business Name / DBA Name / TA Name and Address Sherwood G. Wilson Group, LLC 1610 Red Hawk Run Christiansburg, VA 24073		Payment Address	Purchase Order Address
Contact Name/Title Sherwood G. Wilson, Ph. D. – President		Signature (ink) 	Date 10/24/2022
Telephone Number 540-449-2289	Fax Number N/A	Toll Free Number N/A	E-mail Address sherwood@sherwoodwilsongroup.com



October 24, 2022

Montgomery County Purchasing Department
c/o Jeff Groseclose, CPPB, Procurement Manager
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Dear Mr. Groseclose,

After seeing your Request for Proposal (RFP), the Sherwood G. Wilson Group, LLC is excited to propose a partnership with Montgomery County, Virginia to provide organizational and management assessments, as well as related corrective plans and training support to various County departments. We understand that strong leadership is key to producing and maintaining highly effective and efficient teams. As a result, we seek to advise department head and senior talent on strategy, specific practices, organizational structures, training opportunities, and other improvements that will build a strong customer service culture and provide the best experience for the County's internal and external customers.

Our principal, Dr. Sherwood G. Wilson, would be the executive assigned and lead for engagements under this contract. Sherwood has more than 40 years of experience successfully managing mission critical operations. He is an influencer in higher education and across public service in Southwest Virginia, with a strong reputation for leading high performing divisions with more than 300 employees, establishing and managing public and public-private partnerships, and working with contractors and partners in a university environment and across other community relations activities over much of his career. He has led facilities, construction, business, human resources, safety and security, and financial operations in private, local authority, and higher education sectors. Perhaps most importantly, Sherwood approaches leadership from a service and customer-centric standpoint, quickly driving to the heart of why a business unit exists and what can be done to help the employees in that team better meet the needs of their customers.

We are confident our agency can assist the County with a variety of effective organizational and management services, and thus are very enthusiastic about this opportunity. Thank you for considering our proposal. We look forward to continuing the conversation and answering any questions you may have.

Sincerely,

Sherwood G. Wilson, Ph.D.



1. Services Offered and Pricing in response to statement of need (RFP sections III.A.1 – 5., IV.B.2., V.B.3., and X):

Service	Hourly Rate
a. Departmental assessments and evaluations	\$300
b. In-Depth evaluations of organizational structure or operations for areas of consultant's areas of expertise (which include: facilities and public works, construction, safety & security, human resources, financial management, public-private partnerships, and general public-sector senior administration)	\$300
c. Drafting or collaboration with department leader on detailed improvement plans, implementation strategies, or departmental strategy plans	\$300
d. Customer Service or leadership / management training	\$250
e. Leadership mentoring or individual advisory services	\$300
f. Assistance identifying or evaluating candidates to fill key leadership roles	\$250
g. Travel estimates available upon request for any specific activities outside of the New River Valley and contiguous counties in Virginia (travel within the NRV & surrounding counties is included in above hourly rates)	N/A

The Sherwood G. Wilson Group, LLC will accept the Standard Contract (RFP attachment B), Terms and Conditions (RFP attachment A), and Payment Procedures (RFP section VIII) as presented and without requested modification.

2. Method and Plan (RFP sections III.A.1– 5., and V.B.2.):

- a. **Departmental assessments and evaluations** generally include the following steps, but can be customized to each engagement:
 - i. Hold kick-off meeting(s) with County administration and, if administration desires, subject department employees.
 - ii. Conduct interviews with the department's customers, current leader(s) and employees within the subject department, and other County leaders who interact with the subject department frequently.
 - iii. Collect and review pertinent documentations such as organizational charts, policies, operating procedures, work guides, and data that may reflect department performance such as work order / service logs or specific contracts.
 - iv. Produce draft report summarizing methodology, findings, and high-level recommendations on efficiency, effectiveness, management practices,



- customer service culture, and/or user perceptions, which will be based on themes identified during interviews and the documentation review.
- v. Review of draft report and findings with County administration, including discussion of any areas that may need clarification or that may merit further assessment.
 - vi. Finalization and submission of report.
- b. **In-Depth evaluations** of an area would generally include the following (above and beyond the steps included in 2.a. immediately above, which would provide the foundation for deeper analysis):
- i. More extensive interviews, job shadowing and/or attendance at certain meetings with departmental personnel.
 - ii. More in-depth documentation collection and review.
 - iii. Expansion of recommendations section to include specific organizational, policy, procedure, or work guide recommendations.
 - iv. An additional round of draft report review with department-level leader(s), if County administration desires.
- c. **Customer Service or leadership / management training** facilitation can include:
- i. Range of 1 to 16 hours of content provided in a small group setting.
 - ii. Up to 40 participants per session.
 - iii. Can be flexibly arranged on a one-time, multi-day, or weekly / semester-style basis to best fit the specific content and needs of the trainees.
 - iv. Topics will be customized to each engagement, but generally include:
 - Creating a culture of customer service
 - How data can drive decision-making to improve customer service
 - How leaders can effectively set the tone for a department
 - How to develop a strategic plan for a department that is public and customer-focused
 - Motivating employees or building the right team for high performance
 - Leading organizational change
 - Leadership skills, traits, and goal setting in public organizations
 - v. Electronic documentation provided for reference either: to each participant or to the County for hard-copy creation for each participant.
 - vi. Requires: County-provided venue with Windows-compatible projection capabilities.
 - Offsite venue and AV coordination can be provided upon request, for an additional fee.



- d. **Leadership mentoring and advisory services** are generally provided one-on-one with a department head or higher-level leader or an individual identified for succession into a department leadership role.
 - e. **Candidate evaluations may include:**
 - i. Review of resume(s), participation in interview(s), research related to a candidate's current role or organization, or reference check discussions for finalist candidates
 - ii. Typically limited to roles of department head or above, and may be particularly helpful for senior roles in departments that have been identified for improvement.
- 3. Expertise and Qualifications** (RFP section III.A.7., IV.B.3., and V.B.1.):
- a. See Attachment A - Resume for Sherwood G. Wilson, Ph.D.
 - b. Sherwood is based in Christiansburg, Virginia and can typically be available onsite to the County within 24 hours after notification of need.
 - i. This means he is also readily available to administration and department leaders for typical assessment / evaluation follow-up services as described in response section 1.b-f. above.
- 4. References and Testimonials** (RFP section IV.B.3., and V.B.4.):
- a. Specifically for organizational and management assessments:
 - i. Montgomery County, Virginia - IT Department Assessment, March – August 2022
 - Contact: Angela Hill, Deputy County Administrator / CFO, hillam@montgomerycountyva.gov, (540) 382-6954
 - ii. SAS Builders, Inc. & CMG Leasing – Public-Private Partnership Review, March 2022
 - Contact: Jeanne Stosser, Owner and President, jstosser@cmgleasing.com, (540) 605-5000
 - b. For broader expertise and qualifications:
 - i. "Sherwood manages a very complex and diverse organization skillfully, and with a relatively modest budget. He is deadline and budget driven. He makes difficult decisions in a timely manner. He rapidly and completely communicates new and important information needed by others to make decisions. Sherwood collaborates across boundaries, and he is truly inspired and motivated by the long-term vision for Virginia Tech that has emerged from 'Beyond Boundaries.'" - Timothy D. Sands, President, Virginia Tech



- ii. “I am impressed with Sherwood’s leadership in managing the change process in HR, despite the fact that the outcome is likely to move elements of this function out of his direct sphere of responsibility. Sherwood has also been working hard to change institutional culture in units that had deteriorated prior to his return to Virginia Tech... His work in leading the Master Plan process is also exceptional. He has been willing to break the mold, and deal with unexpected issues that arise when a new path is taken.” – Virginia Tech Peer, as part of spring 2017 executive performance review
- iii. “One of Dr. Wilson’s strengths is building consensus and collaboration; he quickly identifies the critical issue(s) in a situation, and works with others to develop a plan of action that is achievable. If the plan that is developed contains challenges/obstacles, Sherwood is quick to identify those areas and help develop a plan to address them.” – External collaborator, as part of spring 2017 executive performance review



Attachment A
Resume for Sherwood G. Wilson, Ph.D.

EDUCATION

OHIO UNIVERSITY, Athens, Ohio (2003)
Ph.D., Higher Education Administration

VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY, Blacksburg, Virginia (1993)
Master of Science, Architecture/Building Construction

FAIRMONT STATE COLLEGE, Fairmont, West Virginia (1988)
Bachelor of Science, Civil Engineering Technology

FAIRMONT STATE COLLEGE, Fairmont, West Virginia (1987)
Associate of Science, Civil Engineering Technology

PROFESSIONAL EXPERIENCE

THE SHERWOOD G. WILSON GROUP, LLC, Christiansburg, VA (9/18-present)

President (9/18 – present)

Primary consultant for public sector engagements and public private partnership activities ranging from operational reviews and management assessments to strategic planning. Areas of specialization are mission critical operations including: facilities and other higher education and public-sector infrastructure operations and master planning; leadership, management and organizational solutions; public safety and emergency management, real estate and construction administration; transportation, including general aviation; and labor relations.

VIRGINIA TECH, Blacksburg, VA (7/07-11/20)

Vice President for Operations (8/17-11/20)

Title change due to restructuring of president's senior leadership team. New Senior Vice President for Operations and Administration created.

Reporting to the Interim Senior Vice President for Operations and Administration the duties and responsibilities of the position are unchanged from Vice President for Administration (detailed below) with the exception of: a newly launched comprehensive shared services department within the operations division and Human Resources reports to a newly created Vice President for Human Resources.

**Vice President for Administration (7/07-8/17)**

Reporting directly to the President, the Vice President for Administration is responsible for the oversight and management of major operational departments including **Human Resources, Equity and Accessibility, Title IV, Professional Development, Police, Emergency Management, Environmental Health and Safety, Parking and Transportation, Mail, Printing, Air Transportation, Facilities Services, University Architect, Space Management, Real Estate, Capital Planning and Construction, and Virginia Tech Electric Service** with annual combined operating, capital, and maintenance reserve budgets exceeding \$318M. The vice president provides leadership and oversight to strategic and operational planning, ensuring that goals and objectives are accomplished consistent with the university mission. The vice president also provides direction to the allocation of human, financial, and capital resources within business units and ensures that business units have sufficient resources to meet their operational requirements. In addition, the vice president represents the university with peer institutions, the local community, federal and state agencies, and corporate representatives to assist the university in meeting long range objectives and to meet emerging demands. The vice president also represents the university by participating as a member of related community and organization committees and boards and is charged with local government relations.

THE UNIVERSITY OF WISCONSIN-MILWAUKEE, Milwaukee, Wisconsin (7/05-7/07)**Vice Chancellor for Finance and Administrative Affairs and Chief Operating Officer**

Reporting directly to the chancellor, and serving as the chief business and finance officer for the University, the vice chancellor is responsible for all fiscal, administrative and budgetary functions of the institution. The university's annual operating budget approaches \$500 million. The Division of Finance and Administrative Affairs is comprised of highly professional employees who provide support services to the university in the following operating units: **Business and Financial Services, Budget, Controller, Facilities Planning, University Architect, Physical Plant, Parking and Transportation, Environmental Health and Safety, Risk Management, Internal Audit, Legal Affairs, University Police, and Institutional Review Board (IRB).**

Left position after only two years as I was recruited back to Virginia Tech in the spring of 2007.

THE OHIO UNIVERSITY, Athens, Ohio (7/95-7/05)**Associate Vice President for Finance and Administration (9/99-9/05)**

Promoted to oversee the university's Auxiliary enterprise as well as administrative and support functions on Ohio University's main campus in Athens. Manage an operating budget of \$100 million and 900 staff and administrators. Charged to restructure the administrative and auxiliary support functions to create synergy and maximize efficiency. Achieved \$1.4 million in verified real-dollar



savings during first year. General Fund and Auxiliary functions include: **Facilities Management (8.5 million square feet), Student Computing, University Engineer, Parking, Transportation, Power Plant, Mail Services, Printing Services, Labor Relations, Finance & Budget Management (at the time responsibility for auxiliary budgeting and rate setting was under the purview of the Associate VP), Student Housing (8,000 beds), Food Services (five dining facilities), Capital Planning & Construction, Environmental Services, Conferences & Workshops, Graduate Apartments, Surplus Property, Retail Operations, and Human Resources.**

Director of Facilities Management (9/95–9/99)

Served as senior facilities officer under direction of the Vice President for Finance and Administration with responsibility for combined \$40 million budget and managing and maintaining 1,500-acre physical campus and 8.5 million square feet of facilities on the main campus in Athens. Functional areas of responsibility within Facilities Management included Maintenance & Operations, Utilities Production & Distribution, Custodial, Landscape & Grounds, Motor Pool, Construction & Renovation, and Surplus Property.

VIRGINIA TECH, Blacksburg, Virginia (6/89–8/95)

Assistant Director of Physical Plant (10/91-8/95)

Promoted to manage all Physical Plant Operations comprising over 300 employees with an annual operating budget of \$9 million in the following areas: Customer Services, Construction/Renovations, Electro/Mechanical, Architectural Services, Contract Administration, Accounting, Custodial Services and Grounds. Position required frequent interaction with university administrators, faculty and academic administrators, as well as city and state officials.

Director of Construction and Renovation (6/89–10/91)

Managed 200 construction projects annually involving all types of building systems. Reviewed plans, developed specifications and determined project requirements. Scheduled all activities and monitored projects for compliance with plans, specifications and budgets.

THOR INC., Roanoke, Virginia (1988–1989)

Project Manager

Directed and managed all aspects of commercial construction, including interpretation of specifications and drawings, subcontract coordination, budgeting, scheduling and material/equipment procurement. Interacted with owners and their representatives, city and state officials, architects and engineers daily. Representative projects included a new gymnasium at Hollins University, renovation of two elementary schools, construction of two Wal-Mart stores and a bottling plant addition for Coca-Cola.



TYGART VALLEY CONSTRUCTION & SUPPLY, INC., Belington, West Virginia (1982–1988)

President and CEO

Served as President and CEO of this commercial construction and building supply company directing all aspects of retail, wholesale and financial management as well as all phases of construction from inception to completion.

ALDERSON BROADDUS COLLEGE, Philippi, West Virginia (1977–1982)

Director of Facilities

Functioned as senior facilities officer for this private, liberal arts institution with a campus consisting of over 100 acres and 1.2 million square feet including a 100-bed teaching hospital. Managed an annual budget exceeding \$7 million with administrative responsibility for Facilities Planning & Construction, Grounds, Housekeeping, Maintenance, Police, Environmental Health & Safety, Motor Pool and Purchasing.

MILITARY BACKGROUND

Recalled to Active Duty – Honorable Discharge - U.S.N.R. SEABEES (1990–1991)

Active Duty – Honorable Discharge - U.S. NAVY SEABEES (1973–1977)

TEACHING EXPERIENCE

Affiliated Assistant Professor, Myers Lawson School of Construction, Virginia Tech, Blacksburg, VA, (2015-Present)

Affiliated Assistant Professor, Higher Education, Virginia Tech, Blacksburg, VA, (2010-Present)

Adjunct, College of Engineering, Ohio University, Athens, Ohio (1996–2005)

Adjunct, Adult Education, Hocking College, Nelsonville, Ohio (1996–2005)

Adjunct, College of Architecture, Virginia Tech, Blacksburg, Virginia (1989–1995)

Adjunct, College of Engineering, University of Guam, Agana, Guam (1990-1991)

GRANTS

- Principal Investigator, \$700,000 Department of Education grant for Emergency Management planning and execution, VT (2008)
- Received approval for \$12.4 million federal and state research grant for coal gasification, Ohio (2003)
- Co-principal Investigator, \$13.2 million two-part research grant for clean coal technology, Ohio (1999)



OTHER PROFESSIONAL ACHIEVEMENTS

- Developed and launched the first comprehensive shared services function for a division at Virginia Tech (2018)
- Completed all actions necessary to close a federal Environmental Protection Agency (EPA) Administrative Order on Consent, which was executed in September 2010, as a result of reviews that began in 2006; remediation included a total of 21 solid waste management units (SWMUs) and 9 areas of concern (AOCs), VT (2017)
- Initiated formal restructuring of Human Resources function to report through an independent vice president, VT (2016)
- Negotiated uninterrupted natural gas supply to university steam plant; executed planning for central power plant replacement by 2025; and provided oversight for development and implementation of 5-year Energy Action Plan to significantly reduce utility costs and carbon footprint, VT (2014 – present)
- While serving as chair of the New River Valley Emergency Communications Regional Authority, successfully led the transition of four locality dispatch offices into a new Consolidated 9-1-1 Dispatch Center, VT (2015-present)
- Implemented long-range planning initiatives to support campus growth and updated the 10-year Campus Master Plan in support of the institution's priorities, VT (2015-present)
- Significantly enhanced local transportation infrastructure through partnerships with federal, state and regional leaders, including:
 - Initiating, planning, funding, coordinating and constructing a major new interchange and entry sequence to campus,
 - creation of a multi-modal transit facility on campus funded entirely through grants,
 - expansion of affiliated executive airport to include 5,500 foot runway funded entirely through federal and state grants, and
 - development of campus Transportation and Parking Master Plan, VT (2011 - present)
- Worked with Vice President for Student Affairs to develop and implement a cross-divisional wellness department to provide health education and programming for both students and employees at the university, VT (2015-2016)
- Facilitated earning the first higher education accreditation from the Emergency Management Accreditation Program (EMAP) in the United States, VT (2014)
- Effectively established University Building Official with transfer of building code authority formally delegated to Virginia Tech (2011)
- Chaired Executive Committee that worked with local, state, and federal agencies to form Authority for regional/joint 911 dispatch center to serve Montgomery County, VT (2010)
- Developed and staffed Office of Emergency Management to coordinate university preparedness planning, VT (2009-2010)
- Established formal coordination of all university health, safety, security, and emergency response policies under the purview of newly established Safety and Security Policy Committee, VT (2009)



- Guided future expansion of Airport and Corporate Research Center while ensuring continued operation of agricultural programs through relocation of the Virginia Tech Dairy operation, VT (2009)
- Initiated planning and development of public/private research campus West of Milwaukee (2007)
- Created a public/private partnership between the UWM Foundation, private developers and the university to construct up to 2,500 beds in university managed, foundation owned residence halls, UWM (2006)
- Developed and implemented a new university-wide budget process designed to establish transparency and accountability, UWM (2006)
- Consolidated and reorganized all capital planning, facilities management, and construction functions, UWM (2005)
- Established Ohio University Parking Auxiliary eliminating the liability of parking expense from the university general fund, (2004)
- Realigned auxiliary debt and investment strategy, Ohio (2004)
- Formed public/private partnership as PI for \$100 million submission to DOE's CCPI program including \$15 million corporate pledges, Ohio (2003)
- Planned and initiated \$285 million capital renovation and replacement program for all residence and dining facilities to be completed within 10 years, Ohio (2002)
- Developed, funded and implemented university CATS (Campus Area Transit Service) meeting demands due to physical growth of campus, Ohio (2001)
- Initiated the Career Enrichment Institute, a comprehensive workforce education program for employees, enrolling 150 students per quarter, Ohio (2000)
- Implemented innovative IT initiative providing each residence hall room with computer, printer and support, Ohio (1999)
- Integrated the university administrative and support units resulting in \$1.4 million savings in first year, Ohio (1999)
- Negotiated purchase of 12 targeted real estate properties in excess of \$10 million, Ohio (1997 - 1999)
- Initiated \$25 million performance contract upgrading campus infrastructure utilizing energy savings, Ohio (1998)
- Replaced university central stores function with J.I.T. and term contracts resulting in \$4 million savings in capital renovations and \$300,000 in annual operating costs, Ohio (1997)
- Created surplus property disposal and auction program, Ohio (1996)
- Implemented the first distributed IT and desktop support unit at Ohio University (1995)
- Planned and implemented stand alone construction and renovation department within Physical Plant, Virginia Tech (1989)
- Conceived and implemented a \$1 million strategy to mechanize quarry operation, increasing building stone production by a factor of 10 with no additional staff, Virginia Tech (1994)



PAPERS PRESENTED

- *Industrial/Institutional Boilers: a Crisis or Panacea?* Paper presented at the U.S. Department of Energy Clean Coal Power Conference, Washington, DC (2003)
- *Coal Gasification for Industrial & Large Commercial Applications.* Paper presented at the U.S. Department of Energy Clean Coal Power Conference, Washington, DC (2003)
- *Coal Gasification for Combined Heat Power Applications.* Paper presented at the CIBO-Industrial Emissions Technology Conference, Charlotte, NC (2003)
- *The Effects of Workforce Education on Employees' LMX and Self-Esteem.* Paper submitted to the 20th annual conference of the Society for Industrial and Organizational Psychology, Los Angeles, CA (2003)
- *Exploring Factors Related to Energy Conservation Behaviors in Organizations.* Paper presented at the 17th annual conference of the Society for Industrial and Organizational Psychology, Toronto, Canada (2002)
- *Assessing attitudes and behaviors toward energy conservation on the job.* Paper presented at the 17th annual conference of the Society for Industrial and Organizational Psychology, Toronto, Canada (2002)
- *Organizational energy conservation: assessing knowledge, attitudes, social norms, and Behaviors.* Paper presented at the 14th annual conference of the American Psychological Association, Chicago, Illinois (2002)
- *Coal as a Clean Fuel.* Testimony before Energy Sub-committee, House of Representatives, Columbus, Ohio (2002)
- *Win Win Bargaining, A Case Study.* Paper presented at the Federal Mediation and Conciliation Service Buckeye Labor Conference, Cambridge, Ohio (2002)
- *Career Enrichment: Catalyst for Career and Cultural Change.* Paper presented at the APPA annual meeting and international conference, Montreal, Canada (2001)
- *Coal Gasification: Application to Small Scale Industrial Boilers.* Paper presented at the Society of Industrial Engineers regional meeting, Dayton, Ohio (2001)
- *A Catalyst for Career and Cultural Change.* Paper presented at the Federal Mediation and Conciliation Service Buckeye Labor Conference, Cleveland, Ohio (2001)
- *Performance Contracting: A Concept, not a Template.* Paper presented at the APPA annual meeting and international conference, Fort Worth, Texas (2000)

PROFESSIONAL INVOLVEMENT

- National Association of College and University Business Officers (NACUBO)
- National Association of College and University Food Services (NACUFS)
- Association of College Housing Officers International (NACUHO)



- National Association of College Auxiliary Services (NACAS)
- Association of Facilities Officers (APPA)
- College Planning and Management Magazine Editorial Board
- Technical Advisory Committee for the Ohio Coal Development Office
- Ohio Fuel Cell Coalition
- Founding Board Member of the Institute for a Sustained Environment and Clean Coal Research
- Chair and Board Member, NRV Regional Water Authority
- Board Member, Virginia Tech/Montgomery Regional Airport Authority
- Chair and Board Member, New River Valley Emergency Communications Regional Authority Board of Directors
- Board Member, Virginia Tech Corporate Research Center
- Board Member, Inn at Virginia Tech and Skelton Conference Center Leadership Board
- Board Member, Virginia Tech Myers-Lawson School of Construction, Industry Board

COUNTY OF MONTGOMERY

PURCHASING DEPARTMENT
755 ROANOKE STREET, Suite 2C
CHRISTIANSBURG, VA 24073-3179
PHONE (540) 382-5784 | FAX: (540) 382-5783
Jeff Groseclose CPPB, VCA, VCO, Procurement Manager

REQUEST FOR PROPOSAL, RFP # 23-06 issued September 26, 2022
ADDENDUM NUMBER 1

DATE: October 17, 2022
TITLE: Consulting Services for Organizational and Management Assessments

Amendments:

1. No further questions will be accepted after the issuance of this addendum.

Clarification:

1. **Question:** In reference to this RFP, in Part III, A, 7, you are asking the consultant to be available onsite within 48 hours after notification of need. Is there flexibility to this amount of time? Can you indicate why 48 hours is requested?

Montgomery County Response: We are flexible on the 48-hour response time; however, we feel it imperative the vendor be accessible and available to provide a prompt response to management issues that are considered time sensitive.

2. **Question:** In Attachment A, Terms, point 5 makes reference to indemnification for any claim during the performance of the contract. Is there flexibility to include the term negligence, such that the consultant would be responsible for any negligent acts or omissions, rather than anything arising out of the performance or nonperformance of the contract?

Montgomery County Response: This is a standard Montgomery County term. Offeror's proposals should indicate any exceptions taken to RFP terms and conditions. If an offeror is invited to negotiations, any exceptions will be discussed further.

3. **Question:** Has the County procured similar services in the last three years? If so, can you share the name of the vendor?

Montgomery County Response: The County has worked on a limited basis with both Assura, Inc. and The Sherwood Wilson Group.

4. **Question:** Does the County have an estimated budget for the project? Have the funds been allocated?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis".

5. **Question:** Will the County consider submission by email only?

Montgomery County Response: This RFP is considered a sealed procurement, therefore emailed responses cannot and will not be accepted. Offerors should follow the instructions in section IV of the RFP for submission of proposals.

Question: Page 4 of 9 of the RFP states "The contractor shall be available to provide onsite services to the County within 48 hours after notification of need". Can the County clarify this requirement? Is this for specific meetings? If so, how many are expected? Or, does it mean that all future services MUST be provided on-site, after the said notification? i.e. no remote work allowed.

Montgomery County Response: We are flexible on the 48-hour response time; however, we feel it imperative the vendor be accessible and available to provide a prompt response to time sensitive questions or issues. The appropriateness of any response is largely defined by the circumstances and the scope of services provided by the impacted department. Issues that are time sensitive in nature would require a prompt response that may or may not require an onsite visit by the vendor. The County will ultimately decide if a vendor needs to be onsite.

7. **Question:** Does the project represent a continuation of a past or current effort or is this a new initiative? If you have used a similar process in the past, what parts do you wish to retain, and which parts do you wish to improve or discard?

Montgomery County Response: Although the County has utilized consultants in the past, this approach represents a new initiative whereby Department Directors will have access to consulting services on an as needed basis for the purpose of providing organizational and management assessments that may be specific to a single department or part of a more comprehensive review of the overall management and organizational structure.

8. **Question:** Do you have an incumbent who provides similar services to those described in the RFP? If yes, what advantage, if any, would such a vendor have in competing for the current project? What was most and least useful about the experiences?

Montgomery County Response: The County has utilized similar services in the past for specific departmental projects. The scope of future projects is inherently diverse given the vast range of services provided by County departments that may fall outside the experience and/or expertise of any one specific vendor. Vendors utilized in the past may not be suitable for certain future projects as they will vary in scope depending on the impacted department.

9. **Question:** We noted that your Statement of Need stated, "The contractor shall be available to provide onsite services to the County within 48 hours after notification of need." What percentage of services do you anticipate will be performed in-person versus virtually? Which services do you anticipate will be in-person? Which services do you anticipate will be delivered virtually? What is your preferred modality for meetings (in-person, virtual)?

Montgomery County Response: It is anticipated the majority (over 75%) of the services would be provided in-person. We recognize there are instances that are time-sensitive in nature that may require a virtual response. In most instances in-person meetings are preferred.

10. **Question:** What is your estimate of the number of individuals who would be served by the project? What are their titles? Are you anticipating individual services, group services, or a mixture of both?

Montgomery County Response: The approximate number of individuals served by the project is 20, which includes County administration and the various department directors. We anticipate a mixture of both individual and group services on an as needed basis.

11. **Question:** What is your budget or budget range or how much have you spent on similar work in the past? Will travel be included in this budget?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis". Because this is a new initiative, past experience does not represent future expectations. One relatively small project has been completed in the three years and the total cost was less than \$5,000. We recognize vendors may require reimbursement for travel expenses. This cost will be evaluated with the total bid costs.

12. **Question:** Do you have a local preference for contractors?

Montgomery County Response: No.

13. **Question:** Why are you choosing to outsource this project rather than staffing it internally?

Montgomery County Response: The County is seeking to utilize independent resources to provide objective assessments and associated feedback on specific management and operational aspects of our organization and individual department. We do not have resources available to staff internally.

14. **Question:** Will answers to questions from all potential vendors be shared among all of us?

Montgomery County Response: Answers to all questions asked prior to this addendum are included in this addendum, which will be posted publicly on the Montgomery County website at <https://montgomerycountyva.gov/> and the Commonwealth of Virginia e-procurement website at <https://eva.virginia.gov/>.

15. **Question:** Will we be able to learn who the other bidders are?

Montgomery County Response: The evaluation of the proposals is a confidential process. The names of all offerors will be shared with all offerors after award.

16. **Question:** In our proposal, may we include references and hyperlinks to electronic resources, e.g, to web pages?

Montgomery County Response: Please refer to section IV.A.2, Proposal Preparations on page 5 of the RFP. Proposals should be concise and clear, but should also provide complete and adequate information to allow for timely and efficient evaluation by the committee.

17. **Question:** Has the County identified specific departments for operational assessments, training, or other relevant engagements? If so, could you please identify any or all of those expected engagements?

Montgomery County Response: At this point the County has not identified specific departments for operational assessments; however, trainings and/or engagements in particular areas including but not limited to departmental management, organizational structure and customer service are being considered.

18. **Question:** Does the County have an annual or cumulative budget for this contract? If so, could you please identify said budget or price range?

Montgomery County Response: We do not have an estimated budget or certain amount of funding specifically approved for this project as the services would be utilized on an "as needed basis".

19. **Question:** Regarding the timeline for key deliverables, are there any specific goals that this assessment must align with (e.g., prior to budget adoptions, before fiscal year end, etc.)?

Montgomery County Response: Projects are undertaken on an as needed basis with their own unique set of assessment criteria and performance goals.

20. **Question:** Has the County seen or reviewed any examples of this type of assessment for other municipalities that are similar to the type of assessment you are requesting?

Montgomery County Response: No.

NEGOTIATIONS

NEGOTIATION POINTS

Montgomery County RFP # 23-06

Consulting Services for Organizational and Management Assessments

As allowed in Section V.A – *Award of Contract*, of the subject RFP, Montgomery County (the County) is conducting negotiations. We are requesting a response from Sherwood G. Wilson Group, LLC to the negotiation questions listed below by close of business on January 4, 2022.

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

1. **MONTGOMERY COUNTY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

SHERWOOD G. WILSON GROUP, LLC: Yes, I am in agreement with all terms and conditions as published.

2. **MONTGOMERY COUNTY:** If awarded a contract do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? If your response is no, provide any additional forms or documents that you will require to be incorporated into the contract document.

SHERWOOD G. WILSON GROUP, LLC: Yes, I agree the standard two-party contract made available in the RFP document will be the only document used to award the contract.

3. **MONTGOMERY COUNTY:** Do you agree that the initial contract is for a period of one year?

1. **SHERWOOD G. WILSON GROUP, LLC: Yes, I agree the initial contract is for a period of one year.**

2. **MONTGOMERY COUNTY:** Upon completion of the initial contract period, does Sherwood G. Wilson Group, LLC agree that the contract may be renewed by the County upon written agreement by both parties for four (4) one year renewal periods, under the terms of the current contract?

SHERWOOD G. WILSON GROUP, LLC: Yes, I agree that the contract may be renewed by the County upon written agreement by both parties for four (4) one year renewal periods.

3. **MONTGOMERY COUNTY:** Please state that you are in agreement that, if awarded the contract, all sections identified in your proposal as **proprietary and confidential** can be made public since the County is a public body in the Commonwealth of Virginia our record are available for public review.

SHERWOOD G. WILSON GROUP, LLC: No sections of my proposal were identified as proprietary and confidential. My proposal in its entirety can be made public.

4. **MONTGOMERY COUNTY:** Do you acknowledge, agree and understand that the County cannot guarantee a minimum amount of business if a contract is awarded to your company?

SHERWOOD G. WILSON GROUP, LLC: I agree and understand that the County cannot guarantee a minimum amount of business if a contract is awarded.

5. **MONTGOMERY COUNTY:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of the County.

SHERWOOD G. WILSON GROUP, LLC: I agree that I will be performing services as an Independent Contractor and not an employee of the County if awarded this contract.

FINANCIAL CONSIDERATIONS:

1. **MONTGOMERY COUNTY:** Does Sherwood G. Wilson Group, LLC agree to provide invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

SHERWOOD G. WILSON GROUP, LLC: I agree to provide invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later.

2. **MONTGOMERY COUNTY:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

SHERWOOD G. WILSON GROUP, LLC: Yes, I am willing to hold prices firm for the initial contract period and the first renewal year?

3. **MONTGOMERY COUNTY:** While other factors such as methodology, quality of service, and prior experience are considered during the selection process, the evaluation of price, including the annual maintenance fee, is a key element of the evaluation. With this in mind, please provide your firm's most competitive price structure.

SHERWOOD G. WILSON GROUP, LLC: There is no annual maintenance fee, administrative fee, service fee nor any other fee associated with my proposal. There are no travel reimbursements, nor support service charges. The hourly rates outlined below are for actual hours worked by the principal only. In addition, if awarded the contract I agree to negotiate a lesser hourly rate as deemed appropriate by the County based on each proposed Statement of Work.

a. Departmental assessments and evaluations \$300
b. In-Depth evaluations of organizational structure or operations for areas of consultant’s areas of expertise (which include: facilities and public works, construction, safety & security, human resources, financial management, public-private partnerships, and general public-sector senior administration) \$300
c. Drafting or collaboration with department leader on detailed improvement plans, implementation strategies, or departmental strategy plans \$300
d. Customer Service or leadership / management training \$250
e. Leadership mentoring or individual advisory services \$300
f. Assistance identifying or evaluating candidates to fill key leadership roles \$250
g. Travel estimates available upon request for any specific activities outside of the New River Valley and contiguous counties in Virginia (travel within the NRV & surrounding counties is included in above hourly rates) N/A

6. **MONTGOMERY COUNTY:** If awarded a contract, do you agree that price increases may only be requested by your company and negotiated at the time of optional annual renewal? Do you agree that prices must be mutually agreed upon and shall not exceed the prices of the prior contract period by more than the percentage increase of the “services” category of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available?

SHERWOOD G. WILSON GROUP, LLC: I agree that price increases may only be requested by my company and negotiated at the time of optional annual renewals. I further agree that prices must be mutually agreed upon and shall not exceed the prices of the prior contract period by more than the percentage increase of the “services” category of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SCOPE IMPLEMENTATION:

4. **MONTGOMERY COUNTY:** Does your proposal identify all of your firm's employees that will be working with the County to achieve the requirements of the contract, if such a contract is awarded?

SHERWOOD G. WILSON GROUP, LLC: My proposal does identify all of my firm's employees that will be working with the County. The only person working with the County to achieve the requirements of this contract is our principle, Sherwood G. Wilson, Ph.D.

5. **MONTGOMERY COUNTY:** Please describe in detail your firm's ability to be responsive to County requests for on site, in person services.

SHERWOOD G. WILSON GROUP, LLC: My company and my home are located approximately 3 miles from the Montgomery County Administration Building. I am retired from Virginia Tech therefore consulting is my full time avocation. In addition, I have limited my consulting pursuits to the New River Valley and surrounding Counties. Therefore, I am available to respond to County requests for service typically within one business day of the request.

9. **MONTGOMERY COUNTY:** Please list any expectations you have of Montgomery County should you be awarded the contract.

SHERWOOD G. WILSON GROUP, LLC: I have no expectations of Montgomery County.

10. **MONTGOMERY COUNTY:** If awarded a contract, when would your firm be in a position to support all aspects of this contract?

SHERWOOD G. WILSON GROUP, LLC: I am available immediately.

END OF CONTRACT TRANSITION TERM(S):

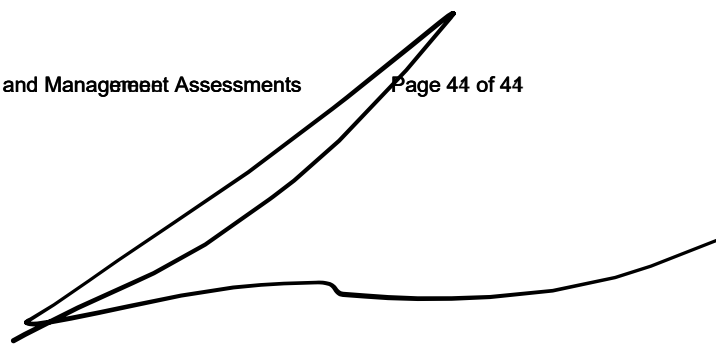
1. **MONTGOMERY COUNTY:** End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the County would require the incumbent firm to cooperate fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

SHERWOOD G. WILSON GROUP, LLC: I have no requirements should transition of service to another provider be required. Further, if necessary I am willing to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

Sherwood G. Wilson Group, LLC:

Sherwood G. Wilson, .Ph.D
Print Name

Principle
Title



Signature

January 2, 2023
Date