



Request for Proposal (RFP) # 27-06

for

Zoning Ordinance Rewrite Consulting Services

Issue Date: September 23, 2026

Proposal Due Date and Hour: October 27, 2026, 3:00 p.m.

Last Day for written questions: October 7, 2026

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

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Zoning Ordinance Rewrite Consulting Services

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 27-06
ISSUE DATE: SEPTEMBER 23, 2026, 2026
ZONING ORDINANCE REWRITE CONSULTING SERVICES

(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 27, 2026**, up to and including **3:00PM**, Prevailing Eastern Time. 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 Company 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	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY
Request for Proposal Number 27-06

Zoning Ordinance Rewrite Consulting Services

- I. PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for consulting services to assist with a comprehensive zoning ordinance update 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 public university in Virginia and one of the country's leading research institutions. The Weldon Cooper Center estimates the population of Montgomery County at 101,268 (as of July 1, 2025). This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,546.

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

B. Specific Background

Since the current zoning ordinance was initially adopted in 1999, Montgomery County has experienced substantial population growth and has recently adopted and new comprehensive plan “Montgomery Matters”. Included in Montgomery Matters are updates to four small area plans to address development within the County’s designated village areas and the identification of two (2) future growth areas.

In addition to an increase in population, the County has seen expanded forms of renewable resources, increased agritourism endeavors, utility/infrastructure enhancements/upgrades, and expanded public safety needs. These goals, issues, and more need to be reflected and addressed in an updated ordinance.

III. STATEMENT OF NEED:

This Request for Proposal (RFP) is to procure consulting services to assist County staff and Planning Commission with a comprehensive rewrite of the Montgomery County Zoning Ordinance.

A. Project Scope

Proposals in response to this RFP should focus on the following objectives:

1. Code Audit.

- a. Analyze existing standards and strive for consistency within the document and across zoning districts when feasible.
- b. Identify ways to incorporate best zoning practices and contemporary approaches to zoning.
- c. Find ways to streamline processes by increasing the scope of administrative approvals and potentially altering the number of by-right uses, while also creating use and design standards to ensure development meets desired criteria.
- d. Verify that the County's Zoning Ordinance complies with all applicable State Code provisions. Incorporate changes based on new or revised provisions of the Code of Virginia, court cases, and best management practices promulgated by the Virginia Association of Zoning Officials (VAZO), Urban Land Institute (ULI), and American Planning Association (APA).
- e. Complete an assessment and determine the best way to implement goals outlined in the Montgomery Matters Comprehensive Plan within the new Zoning Ordinance provisions, particularly in the Villages, Growth Areas, corridors, and any other areas within the County where redevelopment/growth activities are anticipated.

2. Document Structure and Graphics.

- a. Restructure/rewrite the Zoning Ordinance into streamlined, clear, and user-friendly regulatory provisions that are easy to navigate for land development applicants and the public and simple to enforce by County staff. This effort should include but not be limited to:
 - i. Improvements to the organization of the document.
 - ii. More efficient, strategic, and intuitive use of cross-referencing.
 - iii. Updated definitions that reflect the current marketplace.
 - iv. Addition, reduction or consolidation of the number of zoning districts and uses, if appropriate.
 - v. Creating a "Use and Design Standards" section outlining requirements for general development and specific use types.

- b. Design the ordinance using a graphic-based approach when appropriate. Explain regulations with use of illustrations, tables, diagrams, graphics, pictures, charts, and other means that succinctly demonstrate the purpose of the regulation.
- c. Format the document to be incorporated as a chapter within the existing County Code, maintained by Municode by Municipal Code Corporation.
- d. Include a cloud-based software platform that supports collaborative drafting, commenting, and archiving. The software platform should allow the public to provide a mechanism for public comments on proposed zoning ordinance amendments.

3. Montgomery Matters Plan Implementation.

- a. Review Montgomery Matters Comprehensive Plan and indicate sections of the Zoning Ordinance that need to be revised or enhanced to align and implement new policy direction.
- b. Identify or create zoning districts that can be used to allow for development consistent with the different land use areas listed in Montgomery Matters.
- c. Revise or add the following zoning text:
 - i. Development standards including; but not limited to, open space, amenities, and landscaping requirements. Consider zoning mechanisms that afford flexibility when County objectives are achieved.
 - ii. A wider range of housing types and densities.
 - iii. Methods to stimulate affordable housing production (rental and ownership units).
 - iv. Use standards and definitions for flex office/industrial.
 - v. Other regulations that implement the vision of the Montgomery Matters Plan.
 - vi. Consider appropriate zoning strategies to implement desired building design as allowable by Virginia law.
 - vii. Consider process improvements for legislative applications to increase public input earlier in the process.

4. Create a Village Overlay District.

Create a Village Overlay District to implement goals of the Montgomery Matters Plan. This may include the following:

- a. Consideration of building height, allowed density, recreational amenities, open space, interconnectivity, pedestrian accommodations, etc.
- b. Consider/evaluate whether form-based code would serve the goals of an overlay district.

- c. Assure that adequate consideration is given to the variety of parcel sizes existing within the district.
- d. Allow for gradual implementation of the Village requirements without creating disincentives for redevelopment/growth.

5. Other Pending Ordinance Amendments.

Work from a staff-generated list of revisions that need to be addressed (see attached). Such revisions may include updated definitions, clarifying language, etc.

6. Public Input.

- a. Develop a public engagement strategy to include residents, businesses, the development community, Board of Supervisors, and Planning Commission. The strategy should include feedback throughout the project and work towards community buy-in for the new ordinance.
- b. Evaluate input from stakeholders about current Zoning Ordinance opportunities and challenges and make improvements where appropriate.
- c. Collaborate with a Steering Committee appointed by County staff to identify current issues, discuss potential solutions, provide project guidance, and review draft ordinance language and recommendations throughout the ordinance update process.

B. Project Tasks

1. Zoning Ordinance Rewrite Project Plan

- a. To be reviewed and approved by County staff, and endorsed by Planning Commission and the Board of Supervisors
- b. Include public engagement plan

2. Code Audit

3. Interactive Online Platform

4. Updated Zoning Ordinance

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 copy and one (1) additional paper copy 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:
 - i. **One (1) redacted paper copy** of the entire proposal inclusive of all attachments. **All identified proprietary information should be blacked out.** This copy should be marked **“Redacted Copy”**
 - ii. **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 # 27-06**

RFP Due date and hour: **October 27, 2026, 3:00 P.M.**

- e. Offerors may choose to submit required electronic copies through the eVA Electronic Submission process by the date and time identified herein. Offerors must still submit required paper copies described above. In order to submit an electronic proposal, the offeror **must be properly registered with eVA.** Registration may be accomplished through this site: <https://eva.virginia.gov/register-now.html>. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Montgomery County will not be able to assist offerors with their submissions. Offerors must contact eVA with any questions or needs for assistance with submission. Offerors can find contact information for eVA Customer Care at: <https://eva.virginia.gov/get-help-customer-care.html>. Upon successful submission, the offeror should receive confirmation of the submission through eVA. The County will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: <https://www.youtube.com/watch?v=KSxcAkOekW0>. Montgomery County is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes, but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

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 Manger 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. Please provide (three) (3) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. References should demonstrate the Offeror's team has successfully completed similar projects for previous and similar clients. 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.
3. Project Understanding: The proposal demonstrates that the consultants understand the needs and priorities of the County
4. Approach and Methodology: The proposal demonstrates that the consultant team has a well-developed understanding to satisfy all items in the Statement of Need.
5. Experience and Qualifications: The members of the contract team and any subcontractors possess the necessary skills and experience to successfully develop a Zoning Ordinance document that addresses all required elements of §15.2-22 of the Code of Virginia.
6. Reasonable details of cost estimates with associated timelines broken out by project task and deliverables.
7. Provide samples of relevant work.
8. Offeror may submit other information believed pertinent for consideration.
9. Any and all deviations from, or exceptions to, the specifications and requirements herein must be listed and prominently displayed in proposal materials and should be clearly stated by the offeror in a separate section titled "Exceptions".

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 which, in its opinion, has made the best proposal, and shall award the contract to that offeror. 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:

<u>EVALUATION CRITERIA</u>		<u>WEIGHT</u>
1.	Qualifications and Experience, including work samples	25
2.	Method and plan for providing services	25
3.	Capability and Capacity	20
3.	Cost of Goods/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 close of business on **October 7, 2026** and should be emailed to mcpurchasing@montgomerycountyva.gov. Responses to written questions will be answered in a written addendum.

VII. RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VIII. CONTRACT ADMINISTRATION:

The Montgomery County Director of Planning and GIS, or their 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.

IX. PAYMENT PROCEDURES: The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for goods/services rendered. Invoices shall be sent to:

Montgomery County, Planning and GIS
Attn: Brea Hopkins, Director
755 Roanoke Street, Suite # 2A
Christiansburg, VA 24073

- X. **CONTRACT PERIOD:** The initial term of this contract is from award until completion of the services required by the contract. There will be an option for four (4) optional one-year renewals, or as negotiated.
- XI. **CONTRACT PARTICIPATION/COOPERATIVE PURCHASING:** As allowed by the Virginia Public Procurement Act, Code of Virginia Section 2.2-4304, as amended, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any state agency, institution as allowed by the Code Section above, and/or other public body may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Montgomery County in writing of any such entities accessing the contract as a participating entity. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing, and payments without direct administration from Montgomery County. Montgomery County shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Montgomery County is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as needed.

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

RFP General Terms and Conditions can be found by clicking on the link below.

<https://montgomerycountyva.gov/1/departments-services/purchasing>

SPECIAL TERMS AND CONDITIONS

1. ACCESSIBILITY:

A. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by any covered entity of the Montgomery County (County) shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.

B. Certification or Documentation. For ICT delivered under this Contract that will be used by a covered entity of the County or made available to the public, Supplier must certify that the ICT conforms with “accessibility,” as that term is defined in Virginia Code § 2.2-3501.

If the supplier cannot certify full conformance of accessibility, the supplier must provide:

1) a Supplier-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and

2) a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

C. No Waiver of Supplier Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the covered entity of the County may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Supplier's obligations to comply with accessibility requirements and provide required certifications or documentation.

2. 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 negotiated and determined at the time of

procurement.

3. **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.
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.
6. **COUNTY CLOSINGS:** If the Montgomery County Purchasing Office is closed the day proposals are due because of an act of God or an emergency, proposals will be accepted up until the same time on the next scheduled business day the Montgomery County Purchasing Office is open. If the Montgomery County Purchasing Office is closed on the day of a scheduled pre-proposal conference, a written addendum will be issued to officially reschedule the conference.
7. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently suspended or debarred by the Commonwealth of Virginia, the Federal Government, or any state or local government, nor are they an agent of any person or entity that is currently so debarred.
7. **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.
8. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by 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.

MINIMUM INSURANCE COVERAGES AND LIMITS:

A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract

B. Employer's Liability - \$100,000.

C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, independent contractor's liability, and Owner's and Contractor's protective liability. Montgomery County, Virginia shall be added as an additional insured to the policy by an endorsement.

D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

Profession/Service

Professional Liability/Errors & Omissions

Limits

\$1,000,000 per occurrence, \$5,000,000 aggregate

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.

9. **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.
10. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) 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.
11. **UNIQUE ENTITY IDENTIFIER:** Contractor agrees they are registered with Sam.gov or will register upon award. The contractor either has, or will obtain, a Unique Identity Identifier (UEI) number and agrees to provide the UEI number to the County upon award.

ATTACHMENT B
COUNTY OF MONTGOMERY
SAMPLE STANDARD CONTRACT
****SAMPLE ONLY, DO NOT COMPLETE OR SIGN****

Contract Number:

Contract Title:

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: Payment to the County shall be made 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: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT C

Zoning Ordinance Areas of Focus

Formatting and Structure Considerations by Existing Chapter

The County is seeking recommendations regarding overall ordinance organization, formatting, usability, and structure. The intent is to improve clarity, administration, internal consistency, and ease of interpretation for staff, applicants, and the public.

1. General Provisions

1.1. Evaluate how yard measurements and setback determinations are defined and administered, including whether these provisions would be more appropriately located in another chapter or section of the ordinance.

2. Base District Regulations

2.1. Evaluate opportunities to simplify and modernize zoning districts, including the potential consolidation of residential districts and similar classifications.

2.1.1. Simplify and standardize the information presented within zoning district regulations to improve readability and interpretation.

2.2. Eliminate the existing “Special District” category and incorporate applicable provisions into the Base District framework where appropriate.

3. Overlay Districts

3.1. Remove the Flood Damage Overlay District from the Zoning Ordinance and establish a standalone chapter or separate regulatory framework dedicated to floodplain management.

3.2. Restructure and evaluate the Riner-Shawsville-Elliston Commercial Overlay District to incorporate all designated village areas and align with the goals, recommendations, and development concepts identified in the Montgomery Matters Village Plans.

4. Use and Design Standards

4.1. Evaluate regulations that apply broadly to multiple uses and development types, including but not limited to:

- Parking dimensions and design standards
- Dumpster and refuse enclosure requirements
- Drive aisle widths
- Parking lot setbacks and landscaping
- Lighting standards

- Noise, vibration, and odor impacts
- Loading space requirements

4.2. Evaluate and modernize sign regulations.

4.3. Create a standalone section or chapter addressing nonconforming uses, structures, and lots separate from the Use and Design Standards chapter.

4.4. Consolidate all standards and requirements specific to individual uses into unified use-specific sections that include:

- Definition of the use (also incorporated into the Definitions section)
- Applicable requirements, standards, and limitations
- Parking requirements
- Applicable exemptions, modifications, or allowances (e.g., gravel parking allowances, height exceptions, alternative design standards, etc.)

5. Processes and Administration

5.1. Review and update administrative and review processes to ensure compliance with current State legislation and regulatory requirements.

5.2. Clarify site plan submission requirements, review procedures, and approval processes, including clearly defining major versus minor site plan applications.

5.3. Evaluate enforcement procedures, available enforcement mechanisms, and administrative requirements.

6. Definitions

6.1. Simplify, consolidate, and modernize ordinance definitions, including the refinement and clarification of all land use classifications and terminology.

Specific Use Considerations

1. Uses Requiring Evaluation and/or Definition

The County has identified the following land uses and development types for further evaluation, refinement, and/or formal definition within the zoning ordinance. Review should include operational characteristics, compatibility with surrounding uses, performance standards, and appropriate zoning district placement.

- Event Venues, including commercial event operations
- Event Venues/Agritourism activities, including farm weddings, music events, and seasonal festivals on agriculturally zoned property
- Agritourism uses, including clarification of what constitutes a “bona fide” agricultural operation
- Towing Services
- Tiny Home Communities
- Cottage Court developments
- Car Wash facilities
- Multiple-family manufactured home developments and townhome-style manufactured housing
- Manufacturing of HUD-code and modular housing units
- Manufactured Home Sales establishments
- Data Centers
- Wind Energy Facilities/Wind Farms
- Nuclear Power Facilities
- Vertiports and associated aviation support uses
- Garden Centers, Nurseries, and Greenhouses, including both commercial retail and wholesale operations

2. Existing Uses Requiring Clarification or Refinement

The County has also identified several existing use classifications and development categories that require clarification, refinement, or updated operational standards to improve ordinance interpretation and administration.

- Campgrounds and temporary camping activities, including camper, RV, and tent camping
- Automotive repair facilities, service stations, and fuel sales operations
- Bed and Breakfast Inns
- Short-Term Tourist Rentals
- Motor Vehicle Sales and Rental establishments
- Parking facilities and vehicle storage operations
- Contractor Service Establishments, including distinctions between operations with or without outdoor storage, and Contractor Storage Yards

Topics Requiring Additional Evaluation and Consideration

The County has identified the following topics for additional review and potential inclusion as part of the zoning ordinance update and related regulatory framework. The intent is to improve clarity, consistency, administration, and implementation of development regulations while addressing emerging land use trends and community needs.

1. Evaluate regulations related to short-term tourist rentals, including the review process, operational standards, and allowable zoning districts.
2. Establish clear criteria defining what constitutes a dwelling unit, including consideration of living areas, kitchen facilities (full or partial), bedrooms, bathrooms, and other residential components.
3. Review and clarify regulations pertaining to accessory dwelling units (ADUs), including permitted use, size limitations, occupancy standards, and placement requirements.
4. Evaluate and clarify how yard areas and setbacks are defined and measured throughout the ordinance.
5. Re-evaluate compact development provisions and opportunities to encourage efficient land use and development patterns.
6. Evaluate methods to promote and/or require bicycle and pedestrian facilities within village areas and other appropriate development areas.
7. Reassess landscaping requirements, including permitted vegetation types, buffering standards, and long-term maintenance considerations.
8. Clarify distinctions between industrial and commercial uses, including emerging or hybrid operations such as bakeries, coffee roasting facilities, and flex industrial uses.
9. Define major and minor site plans and establish corresponding submission requirements, review procedures, and approval thresholds based on the scale and intensity of development.
10. Develop regulations addressing private camping activities, including duration, occupancy, infrastructure, and associated land use impacts.
11. Establish and document procedures and requirements for zoning text amendments to ensure a consistent and transparent review process.
12. Address the use of tarps, tents, and similar materials or structures for temporary or long-term occupancy, storage, or operational purposes.
13. Develop a policy outlining when boundary or improvement surveys are required in association with new structures or development activity.
14. Evaluate procedures and standards for incorporating undetermined or un-zoned land into the County's zoning framework.