



CITY OF MANASSAS

VIRGINIA

PURCHASING DIVISION

8500 Public Works Drive, Manassas, VA 20110

Telephone: (703) 257-8368 Facsimile: (703) 257-5813

www.manassascity.org

REQUEST FOR PROPOSAL

Issue Date: October 27, 2015

RFP No: 16P003

**FOR:
REAL ESTATE BROKERAGE SERVICES**

BONDS REQUIRED (yes/no)	
100% Payment Bond:	No
100% Performance Bond:	No

PROPOSAL DUE:	
DATE DUE:	NOVEMBER 19, 2015
TIME PRIOR TO:	2:30 PM – LOCAL VERIZON TIME

SUBMIT PROPOSAL TO:

CITY OF MANASSAS, PURCHASING DIVISION
8500 PUBLIC WORKS DRIVE, MANASSAS, VA 20110

Purchasing Agent:

James Falls

Purchasing Manager

(703) 257-8368

jfalls@ci.manassas.va.us

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I. PURPOSE AND INTENT

A. SCOPE OF CONTRACT

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of Real Estate Brokerage Services.

B. PERIOD OF CONTRACT

The period of the Contract shall be for one hundred eighty (180) days with the right to extend the listing period for additional periods not exceeding ninety (90) days each.

C. DEFINITIONS

Capitalized terms that are defined in the Virginia Public Procurement Act (VPPA) or City Policy have the same meanings in this Proposal as are given in that law or policy. Capitalized terms not defined in the VPPA or City Policy but used in this Proposal have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this RFP, an acceptable surety may be any of the following:
 - a. Corporate surety bond in form acceptable to the City Attorney; or
 - b. Irrevocable letter of credit in form acceptable to the City Attorney; or
 - c. Certified check or cash escrow.
2. **City/Owner:** The City of Manassas, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Mayor, City Manager, Purchasing Manager, or other designee of City Council may always act on behalf of the City. Under Virginia law, no employee or agent may bind the City unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.
3. **City Policy:** The applicable provision contained in the City of Manassas Purchasing Policies, as amended.
4. **Contractor:** The individual, company, firm, corporation, partnership or other entity to whom an award is made by the City.
5. **Due Date:** The date stated on the cover page of this Request for Proposal (RFP) for receipt of Proposals.
6. **Insurance** has the meaning given in Virginia Code § 38.2-100.

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7. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
8. **Non-Professional Services:** All Services other than Professional Services, as identified in the VPPA.
9. **Offeror:** Any individual, company, firm, corporation, partnership or other entity submitting a proposal on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.
10. **On Call:** Services that a Contractor makes available at an Hourly Rate when needed by the City. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Bidder's published standards apply, whichever is more beneficial to the City.
11. **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
12. **Proof of Insurance:** A copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
13. **Proposal:** The submission by an Offeror indicating its understanding of the work to be performed, how it plans to do the work, its pricing structure for doing the work (if permitted by VPPA), and any other information required by this RFP.
14. **Purchasing Agent:** The City Purchasing Division employee listed on the cover sheet of this RFP.
15. **Purchasing Manager:** The head of the City Purchasing Division.
16. **Request for Proposal (RFP):** A request which is made to prospective suppliers (offerors) for their quotation on Goods, Services, Construction or Insurance desired by the City. The issuance of an RFP will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
17. **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

D. COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Manager in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than seven (7) days prior to the Proposal due date.

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E. TYPE OF CONTRACT

The City of Manassas expects to award a firm fixed price Contract.

F. ORDER OF PREFERENCE

Procurement by the City is governed by the City of Manassas Purchasing Policies, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. If an inconsistency exists between the Specifications of this RFP, the General Provisions, Contract, or other included document, or the Purchasing Policies and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. Virginia Public Procurement Act, as amended,
2. City of Manassas Purchasing Policies, as amended,
3. The Specifications of this Request for Proposal (Section II), except to the extent modified through negotiation permitted by VPPA,
4. The Contract,
5. The General Provisions of this Request for Proposal (Sections I, III-VI)

II. SPECIFICATIONS OF RFP

A. PURPOSE

1. The City of Manassas (City) is interested in selling real estate located at 11351 Alessi Drive (GPIN 7694-81-3968), 9865 Flint Rock Road (GPIN 7694-80-8870) and 9971 Flint Rock Road (GPIN 7694-80-4323). The City invites interested real estate brokers to submit sealed proposals for brokering the sale of these properties. The broker will be selected through competitive negotiation.

B. BACKGROUND

1. The properties are situated south of the Manassas Regional Airport in Prince William County. Reference the attached documents for complete information about the properties. The real estate broker will be paid strictly on commission basis.

C. STATEMENT OF NEEDS

1. The City will list the property exclusively with a real estate broker for an initial period not to exceed 180 days, with the right to extend the listing period for additional periods not exceeding 90 days each.
2. The selected broker shall provide adequate resources, including well-qualified properly licensed individuals, to market the property to local, national and international markets.
3. The broker shall provide timely and accurate market analysis and research as requested by the City.

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4. The broker shall develop strategies for the sale of properties.
5. The broker shall, at the broker's cost, prepare sales brochures and promote sale of the properties through advertising in newspapers, multiple listing services and broker networks, and by listing the properties on all appropriate property listing websites.
6. The broker shall assist Airport Director and Airport Commission in negotiations of land sales with buyers and prospects and work with the City Attorney to ensure that the closing is done in a timely manner.
7. The broker shall provide a bi-weekly status report of previous week's activity on this project and planned activity for the upcoming period.
8. The broker shall provide all other customary activities and services associated with real estate transactions.
9. The broker must be licensed in the Commonwealth of Virginia and in good standing.
10. The broker must be knowledgeable in the local real estate market and have experience with small and large properties.

D. INSURANCE CHECKLIST

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the City as an additional insured. Proof of insurance showing the City as an additional insured are not required at the Proposal stage but are a condition precedent to the award of a Contract.

The Contractor shall provide a signed Proof of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before a Contract is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid Proof of Insurance will result in suspension of all payments until the new certificate is furnished.

1. Worker's Compensation REQUIRED X NOT REQUIRED

- a. Coverage to be in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- b. State.....Statutory
- c. Applicable Federal.....Statutory
- d. Employer's Liability.....\$100,000
- e. Benefits Required by Union Labor Contractors.....As Applicable

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2. Commercial General Liability (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations; Premises Operations):
 _____REQUIRED ___X___NOT REQUIRED
 - a. Combined Single Limit:

 \$1,000,000.....Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

 If policy contains a general aggregate limit, it shall apply separately to each project.
 - b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis.
3. Automobile Liability (Owned, Non-Owned, Hired)
 _____REQUIRED ___X___NOT REQUIRED
 - a. \$3,000,000.....Each Accident
 (Bodily Injury and Property Damage) in primary policy or through use of Umbrella or Excess Limits.
4. Professional Liability/Errors and Omissions: _____REQUIRED ___X___NOT REQUIRED

 Minimum Limits:

 \$3,000,000.....Each Claim

E. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF OFFEROR

1. An Offeror may submit questions and comments regarding this Solicitation only to the Purchasing Agent. To receive an answer, the Offeror must submit all questions and comments no later than seven (7) days before the due date. The City Manager, Purchasing Manager, or Purchasing Manager's designee may also issue clarifications or modifications of the terms of the Solicitation even if no Offeror requests it.
2. Only the City Manager, Purchasing Manager, or Purchasing Manager's designee may revise the terms of the Solicitation. If the City revises the terms of the Solicitation, it will do so in the form of an addendum to the Request for Proposal posted on the City of Manassas website at www.manassascity.org. Each offeror has the responsibility to insure it has any addenda that have been issued in connection with this RFP. The Offeror will not rely on any information provided orally, or from anyone other than the City Manager, Purchasing Manager, or Purchasing Manager's designee.

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3. Each Offeror bears responsibility for thoroughly examining this RFP in its entirety. If an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of the RFP or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Purchasing Agent.
4. By submitting an offer in response to this RFP, the Offeror represents that it has thoroughly examined this RFP and all its attachments and incorporated documents, and that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this RFP to the City in the manner prescribed herein.

F. METHOD FOR MAKING SUBMISSION

1. The Offeror shall submit one (1) original and three (3) copies of their proposal along with one (1) electronic copy in the form of a thumb drive or CD to the Purchasing Department. Offerors shall submit with their proposal all pages of the completed Proposal Submission Form herein. The Offeror shall make no other distribution of the proposal. Proposal shall be submitted to:

CITY of Manassas, Purchasing Department
8500 Public Works Drive
Manassas, VA 20110

No later than 2:30 PM local time on November 19, 2015

The proposal submissions with all the forms must be returned in a sealed envelope or packaged and identified as follows:

From:

_____ Name of Offeror	_____ Due Date	_____ Due Time
_____ Street/Box Number	_____ RFP Title	_____ RFP Number
_____ City	_____ State/Zip Code	_____ Purchasing Agent

Proposals sent via express delivery service should be sealed in an envelope inside the express container. The Offerors assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the City for the premature opening of a proposal not properly addressed and identified as specified herein. The City will not make any adjustments to the proposal based on additions or deletions on the outside of the envelope. Faxed or emailed proposals are not allowed.

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2. Determination of deadline:

The official time used in the receipt of Proposals is local Verizon time. Each Offeror must deliver its proposal before the minute stated on the cover page of this Request for Proposal. For example, a due time of 2:30 means that a proposal delivered at 2:29 is timely and one delivered at 2:30 is late.

3. Place for submission:

Proposals must be received at the place stated on the cover page of the RFP. Offerors who use a delivery company, U.S. Mail, or courier bear the risk that the proposal may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the City receives no proposals by the due date, the City may extend the date and time for receipt of proposals or change the location of the receipt of proposals if it believes it is necessary and in the best interest of the City. If that happens, Offerors will be notified of the new date and time or new location and proposals already received will not be opened until the new date and time. If the City of Manassas or the Public Works Facility Building B is closed unexpectedly on a proposal due date, the proposals will be opened at the same time and place the next business day that the City and Building are open, or else notice will be provided by addendum of a new due date, time, and place.

5. Process for receipt of proposals:

The Purchasing Agent shall receive proposals and read aloud the names of the Offerors who submitted proposals. Thereafter, the provision on Examination of Documents herein applies to the release of proposal data.

G. GENERAL PROPOSAL PREPARATION INSTRUCTIONS

1. All information requested should be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. 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.

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4. 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.
5. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subjected 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 the public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 constitutes 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 and return of the proposal. The City is not responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.

H. SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of the Offeror to provide the required Goods, Services, Construction or Insurance. Offerors are required to submit the following items for a complete proposal:

1. A statement of the Offeror's understanding of the work to be performed.
2. A written narrative statement to include:
 - a. Qualifications of the broker and agent(s) and the number of years the firms has been in business.
 - b. Resumes of the staff to be assigned to the project, identifying the project leader and the number of years the agent has been licensed.
 - c. Previous relevant experience in sales of similar size and scope, including all relevant data with contact information.
 - d. Experience in working with real estate developers on projects of similar size and scope.
 - e. Listing of current litigations, outstanding judgments and fines.
3. Proposed plan for marketing the sale of the properties, including the network to be used, and a draft timetable.
4. Proposed commission rate for listing and selling the properties.

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5. List any additional costs to be paid by the City.
6. List of at least four (4) references where and when your firm provided similar services. Provide names and telephone numbers of contract person for each reference.

I. OFFEROR CERTIFICATIONS

1. The Offeror shall certify, through its submission and signature on the proposals, that the following statements are true and not misleading:
 - a. That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud.
 - b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or the City from submitting proposals on contracts for the Goods, Services, Construction or Insurance that is the subject of this RFP, nor is the Offeror an agent of any person or entity that is currently so debarred.
 - c. That it has not offered or 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - d. That to the best of its knowledge no City official or employee having official responsibility for this RFP or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received.
 - e. That it has submitted a single Proposal. For purposes of this provision, the term "Offeror" includes all departments and divisions of a Business and all its Affiliates.
 - f. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the City awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
2. Duty to supplement:

If the Offeror becomes aware of any information which makes any part of the Offeror Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Offeror will immediately bring that information to the attention of the Purchasing Manager.

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3. Penalty for false certification:

The City may declare an Offeror to be non-Responsible if the City discovers that the Offeror's certification contains any materially false statement. The City may also void any resulting Contract or reduce the payment under the terms of the Contract by the value of the benefit or potential benefit conferred on a City official or employee contrary to these terms.

III. EVALUATION OF RFP

A. NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY

1. Net prices:

Prices for Goods, unless otherwise specified, must be net, F.O.B at the address in the specifications or, if no address is specified, at the Public Works Facility Building B, 8500 Public Works Drive, Manassas, Virginia, and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the City of Manassas, Virginia, unless otherwise specified in this RFP. Title and risk of loss for such Goods shall pass to the City upon receipt and acceptance thereof at the City's designated facility. Extra charges not made a part of the negotiated price will not be allowed.

2. Prompt Payment Discount:

Unless otherwise specified in the Proposal, the City will not consider prompt payment discounts in evaluating a proposal for award. However, even though not considered in the evaluation, the City will take such discounts if it tenders payment within the discount period.

3. Default delivery schedule:

Unless otherwise specified in the Specifications, delivery is to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except on City holidays or on days when inclement weather shuts the City government. It shall be the Contractor's responsibility to insure compliance with these instructions, regardless of the method of shipping.

4. Prices to remain firm:

If a Contract is awarded, the negotiated prices shall remain firm for the period of the Contract, unless otherwise specified in the Specifications.

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5. Tax exemption:

The City is exempt from state and federal taxes. The City's tax identification number is 54-600-1411. The City will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Offeror. The City will not indemnify the Offeror against any tax charges. Any tax assessed against the Offeror as a result of the contract resulting from this Proposal is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Offeror may quote the list price and show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.

B. REQUIRED ELEMENTS OF PROPOSAL PACKAGE

To be considered, a Proposal must contain the completed Proposal Submission Form(s) and any other documents, samples, or information required by the terms of the RFP. Any Offeror which submits a proposal agrees that such proposal becomes the property of the City and all costs incurred for its preparation are the responsibility of the Offeror.

1. Required permits, bonds and licenses:

- a. By submitting a Proposal, Offeror represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Offeror shall have the necessary licenses and permits is the date of performance unless otherwise required by law.
- b. If the "Bonds Required" box for performance and/or payment bonds are marked "Yes" on the cover sheet of this RFP, the Offeror represents that it is able to obtain Acceptable Surety for the required bond(s) within fourteen (14) days after notification of intent to award. If a Offeror fails to obtain an Acceptable Surety for the required performance or payment bonds within the allotted time, the City may reject the Offeror's proposal.
- c. All firms or individuals doing business in the City shall obtain a business license if required by the Code of the City of Manassas, Business, Professional and Occupational Licensing (BPOL) Tax, as amended. Questions concerning the BPOL Tax should be directed to the Commission of the Revenue 703-257-8214.

2. Acknowledgment of receipt of all addenda:

The Offeror must acknowledge receipt of addenda on the Proposal Submission Form unless such failure to acknowledge constitutes an Informality.

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C. EVALUATION CRITERIA

1. Proposals will be evaluated by the City using the following criteria:

CRITERIA	POINTS
a. <u>Qualifications and Experience:</u>	40
i. Similar commercial development opportunities	
• Success in sales of similar size and scope, including sale dates. Data must include, without limitation (1) periods of time similar properties were on the market from the time of listing, and (2) sales price expressed as a percentage of listing price.	
• Experience in working with real estate developers on projects of similar size and scope.	
• Experience in selling and/or developing property in Northern Virginia and the City of Manassas.	
• Licensed in the Commonwealth of Virginia and in good standing.	
ii. Team Leader and Team Member qualifications	
iii. References	
b. <u>Project Marketing:</u>	25
i. Proposed Marketing Plan (including market analysis)	
ii. Proposed timeline	
iii. Marketing network	
c. <u>Proposed commission or compensation arrangement:</u>	35

D. DETERMINING IF OFFEROR IS RESPONSIBLE

1. Award only to a “Responsible Offeror”:

The City will only award a Contract to an Offeror that, through evidence submitted or information available to the City, has shown that it has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the City is not relevant to this determination.

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2. Additional information:

If the City requests it, the Offeror must present, within two business days, evidence satisfactory to the City of the Offeror's ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this RFP and any resulting Contract. The City reserves the right to inspect the Offeror's physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Offeror's capabilities.

3. Offeror in default:

No Proposal will be accepted from or Contract awarded to any Offeror that is in arrears, or is in default to the City upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the City, until all such debts are paid.

E. PROPOSAL ACCEPTANCE PERIOD

Unless the Offeror withdraws its proposal as allowed under the terms of this RFP or agrees to one or more extensions, the proposal is binding upon the Offeror for ninety (90) calendar days following the RFP Due Date. Offeror further agrees and understands that (except to the extent of the requirement to indemnify the City for costs incurred in protection of the Offeror's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is executed and exchanged by and between the Offeror and the City. The following City agents have general authority to sign and execute a Contract on behalf of the City, to the extent authorized by City Council: the Mayor, the City Manager, and the Purchasing Manager. Unless authorized by a recorded affirmative vote of City Council, no other City officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the City.

IV. AWARD OF CONTRACT

A committee will evaluate each proposal on the basis of the evaluation criteria provided in the RFP.

For Goods, Insurance, Construction or Non-Professional Services, the Committee shall select 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 Proposals, including price, if so stated in the Request for Proposals. 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, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The City may cancel this Request for Proposals 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 the City 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 Offeror's proposal as negotiated.

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Upon the award or the announcement of the decision to award a contract as a result of this RFP, the Purchasing Division will post Notice of the Intent to Award or Notice of Award on the bulletin board in the lobby of Building A, located at the Public Works Facility, 8500 Public Works Drive, Manassas, VA.

V. FORM OF CONTRACT AND RELATED DOCUMENTS

A. USE OF CITY STANDARD FORM CONTRACT

Unless otherwise specified in this Request for Proposal, use of the City Standard Form Contract attached hereto is mandatory. **NOT APPLICABLE.**

B. DIFFERING TERMS IN OFFEROR-SUPPLIED FORMS OR LETTERS

No term in a Offeror-supplied form or letter may alter, contradict, or supersede the terms in this Solicitation and the resulting Contract.

C. METHOD OF ORDERING

1. The City may use two (2) different methods of placing orders from the final contract:

Purchase Orders (PO's)
City Procurement Cards

2. Orders may be placed orally by authorized employees of the City identifying themselves with the Purchase Order Number, and their name.
3. A Purchase Order (PO) may be issued to the Contractor on behalf of the City agency ordering the Goods, Services, Construction or Insurance covered under the contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by the Code of Virginia.
4. Procurement Card orders and/or payments may also be made by the use of a City of Manassas "Procurement" Card.

D. COOPERATIVE PROCUREMENT

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor. The Offeror shall indicate on the attached Rider Clause whether it is willing to contract with any of the agencies listed. A negative response to this clause will not adversely affect consideration of any proposal.

The Offeror shall deal directly with each entity with regard to order placement, issuance of purchase orders, invoicing and payment. The entities mentioned are not bound to participate in any resultant contract.

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E. SUBCONTRACTORS

All Offerors shall include a list of all subcontractors with their proposal. The City reserves the right to reject the successful Offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the Offeror may replace that subcontractor with another subcontractor subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

VI. MISCELLANEOUS

A. AUTHORITY OF AGENTS

1. Offeror's agent:

Each Proposal, and any Contract, must be signed by a person authorized to bind the Offeror to a valid Contract with the City. For a sole proprietorship, the principal may sign. The City may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the City may declare the Contract void if it is in its best interest to do so.

2. City's agent:

The Purchasing Manager has the final responsibility and full authority for issuance of requests for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the City of Manassas. Where permitted by City Policy, the Mayor, the City Manager, and Purchasing Manager may execute Contracts in the name of the City. No other City officer or employee is authorized to add to, vary, or waive terms of the RFP, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the City for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The City will not honor or ratify any void action of its employees or agents.

3. Non-appropriation of Funds:

- a. The authority of agents for the City is limited by appropriations. In subsequent fiscal years, the City may reduce or eliminate appropriations related to the procurement which is the subject of this RFP without liability to the Contractor or any third party.
- b. By issuing a Purchase Order, the City represents that sufficient appropriations have been made to meet the cost of the procurement in the current fiscal year.

B. EXAMINATION OF DOCUMENTS

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

REQUEST FOR PROPOSAL

1. Estimates:

Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2. Prior to award:

Any Offeror upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, unless the City decides not to accept any of the proposals and to reissue the RFP. Otherwise, proposal records shall be open to public inspection only after award of the Contract. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets:

The City will only protect from public disclosure a Offeror's trade secrets or proprietary information submitted in connection with a procurement transaction if the Offeror invokes the protection of Virginia Code § 2.2-4342 in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected by some distinct method, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Offer agrees to indemnify the City for any costs, including attorney's fees, incurred defending that Offeror's information in any action under the Virginia Freedom of Information Act.

C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

1. In general:

The City does not discriminate against Offerors on the basis of race, religion, color, sex, national origin, age or disability, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Offeror believing that it or another Offeror has been discriminated against on that basis should immediately make the Purchasing Manager aware of the basis for that belief.

2. Opt-out rights with faith-based organizations:

If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that 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 City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent Goods or Services, or disbursement from an alternative provider

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3. Facilitating disadvantaged businesses:

It is the policy of the City to facilitate the participation of Small Businesses and Minority-Owned and Women-Owned Businesses in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Offeror will use its best efforts to carry out this policy and insure that Small Businesses and businesses owned by women and minorities have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for Small Businesses and businesses owned by women and minorities.

D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the City Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>. Offerors should consult the Code of Virginia for more information.

REQUEST FOR PROPOSAL

VII. PROPOSAL SUBMISSION FORM

Offerors shall provide in the space below, proposed commission structure or method of compensation and any additional costs to be paid by the City.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received and reviewed the following Addenda to this Proposal and have included their provisions in this Proposal:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- B. _____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- C. _____ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

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CERTIFICATIONS

This RFP is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Offeror that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single proposal, understanding of the conditions, and data on convictions contained in provision "Offeror Certifications" of the RFP are true and not misleading as to the Offeror.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Purchasing Manager. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

COMPANY NAME (Please Print)

TELEPHONE NUMBER

ADDRESS

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE:

DATE

NAME: (Please Print)

TITLE

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References for:

Offerors shall provide references on this form.

Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

2. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

3. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

4. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

Type of Services Provided: _____

**Metropolitan Washington Council of Governments
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the Offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded Offeror's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ ☐ Alexandria, Virginia
☐ ☐ Alexandria Public Schools
☐ ☐ Alexandria Sanitation Authority
☐ ☐ Arlington County, Virginia
☐ ☐ Arlington County Public Schools
☐ ☐ Bowie, Maryland
☐ ☐ Charles County Public Schools
☐ ☐ College Park, Maryland
☐ ☐ Culpeper County, Virginia
☐ ☐ District of Columbia
☐ ☐ District of Columbia Courts
☐ ☐ District of Columbia Public Schools
☐ ☐ District of Columbia Water & Sewer Auth.
☐ ☐ Fairfax, Virginia
☐ ☐ Fairfax County, Virginia
☐ ☐ Fairfax County Water Authority
☐ ☐ Falls Church, Virginia
☐ ☐ Fauquier County Schools & Government, Virginia
☐ ☐ Frederick County
☐ ☐ Gaithersburg, Maryland
☐ ☐ Greenbelt, Maryland
☐ ☐ Herndon, Virginia
☐ ☐ Loudoun County, Virginia
☐ ☐ Manassas, Virginia

YES NO JURISDICTION

☐ ☐ Manassas Public Schools
☐ ☐ Maryland-National Capital Park & Planning Comm.
☐ ☐ Metropolitan Washington Airports Authority
☐ ☐ Metropolitan Washington Council of Governments
☐ ☐ Montgomery College
☐ ☐ Montgomery County, Maryland
☐ ☐ Montgomery County Public Schools
☐ ☐ Prince George's County, Maryland
☐ ☐ Prince George's Public Schools
☐ ☐ Prince William County, Virginia
☐ ☐ Prince William County Public Schools
☐ ☐ Prince William County Service Authority
☐ ☐ Rockville, Maryland
☐ ☐ Spotsylvania County Schools
☐ ☐ Stafford County, Virginia
☐ ☐ Takoma Park, Maryland
☐ ☐ Vienna, Virginia
☐ ☐ Washington Metropolitan Area Transit Authority
☐ ☐ Washington Suburban Sanitary Commission
☐ ☐ Winchester Public Schools

Offeror Name