



# City of Norfolk

**RFP 4883-0-2016**

**PROPERTY DEVELOPMENT OPPORTUNITIES**

Issuing Office: Office of the Purchasing Agent

Attn: Elizabeth B. Dooley, Purchasing Agent

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-664-4787

elizabeth.dooley@norfolk.gov

Issued: December 31, 2015

**RFP OPENING DATE AND TIME: February 11, 2016**

**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date:	

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## **SECTION I – BACKGROUND, PURPOSE AND SCOPE OF SERVICES**

### **A. BACKGROUND**

The City of Norfolk ("City") is experiencing tremendous redevelopment in its downtown and throughout the community. These achievements are the result of comprehensive plans that identify the best urban design concepts and commitment to quality. As part of this redevelopment, the City seeks to enhance the use of two (2) downtown properties, (a) 100 Block of Granby Street and (b) Selden Arcade - 208 E. Main Street. Both sites are located in a high density urban area within walking distance of a growing downtown residential population with high levels of income, lending to a vibrant life and work environment. The revitalization of these properties will spearhead the continued growth of each respective sector and give rise to enhanced place making as part of downtown's evolving development and growth.

### **B. DOWNTOWN AREA**

The City of Norfolk is the hub of a region boasting nearly 1.7 million residents. Located on the Elizabeth River, at the epicenter of one of Virginia's most heavily populated regions, Norfolk's downtown (Exhibit 2) is the only truly urban center in the greater metropolitan area. Norfolk is the business, financial, cultural, and educational center of Hampton Roads. Cultural amenities include the Chrysler Museum, the SCOPE Arena, the Virginia Symphony, the Virginia Stage Company, the Virginia Opera, Nauticus, the Half Moore Cruise and Celebration Center, the USS Wisconsin, and MacArthur Center and the Slover Library. In 2017, The Main and the Exchange – a 23-story luxury hotel with 300 rooms & 50,000 state-of-the-art conference space – will open at this critical downtown intersection as well as The Waterside District – a \$40M restaurant/retail/entertainment renovation project – just one block away.

The downtown area is anchored by over 5.2 million square feet of office space. Among headquarters and other corporate citizens located downtown are Norfolk Southern Corporation; Maersk Line, Limited; and Dominion Enterprises. Norfolk crossed a major milestone in the City's redevelopment efforts with the 1999 opening of MacArthur Center, development comprised of a one-million square foot super-regional urban retail mall with 140 retailers. MacArthur Center is located in the heart of Downtown Norfolk (two blocks from 100 Block of Granby and three blocks from Selden Arcade) and is anchored by the region's only Nordstrom and Virginia's largest Dillard's department store.

Downtown Norfolk is a genuinely desirable urban environment in which to live, work and play. Downtown Norfolk draws approximately 12 million annual visitors and has a daytime population of over 30,000 workers. In addition, there are approximately 250,000 residents living within a 5-mile radius. The expansion of the traditionally defined downtown core has been further enhanced with several completed developments, which include:

- Norfolk's light rail mass transit system "The Tide," which commenced revenue operating service on August 29, 2011.
- To the north, Bristol Development and 201 at Twenty-One include 630 rental and 186 condominium residential units.
- East of Waterside near Harbor Park, home to the Baltimore Orioles farm club, is an area identified as a prime location for "Transit-Oriented-Development" (TOD), which will serve as a connector to Norfolk State University and the revitalized Broad Creek residential community.

### C. DEVELOPMENT OBJECTIVES

The City is seeking proposals, in response to this Request for Proposals (RFP), which outline any and all viable space utilization options which contribute to and further enhance the ongoing revitalization of the downtown area near Granby Street and on Main / Plume Streets. The City desires proposals which include, but are not limited to, utilizing space to attract entrepreneurs and millennials.

The offeror shall provide suggested space use, purchase, lease, development and other options which overhaul, rehabilitate and reimagine these two (2) key City facilities as the nucleus of an innovation district. The proposals shall consider how the use will complement the overall look and feel & serve as a “gateway” into historic Granby Street. Repositioning and renovating these two (2) closely situated facilities shall drive, shape and further propel a vibrant and innovative district.

All contractual models will be considered and explored including public/private partnerships, purchase, lease and other models to support repositioning and future financing of these municipal properties.

#### Property Data:

<b>100 Block of Granby St.</b>	
Location:	Located at 103 to 123 Granby Street in immediate proximity to The Main and The Exchange on Granby Street
Property Size:	13,248 square feet of ground floor space at 103 to 123 Granby St.
Zoning:	Current zoning: D-2 with Downtown Historic Overlay District
Utilities:	All utilities are available to the property.
Traffic:	Granby Street is a major downtown street.
<b>Selden Arcade</b>	
Location:	Main St. in immediate proximity to The Main and The Exchange on Granby Street
Property Size:	49,927 square feet of 2-story floor space inside The Selden Arcade - 208 E. Main St.
Zoning:	Current zoning: D-2 with Downtown Historic Overlay District
Utilities:	All utilities are available to the property.
Traffic:	Main Street is a major downtown street.

#### Property Maps:

The City has provided property maps and schematic drawings of both facilities for offerors reference. Please see the following Attachments:

- Attachment G: Property Maps – 100 Block of Granby & Selden Arcade

## SECTION II – INSTRUCTIONS TO OFFERORS

### A. CONTRACT TERM

To be negotiated based on selected offers.

### B. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

### C. OFFERORS OF RECORD

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar ([www.demandstar.com](http://www.demandstar.com)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

### D. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on January 20, 2016 @ 2:00pm in City Hall – 6<sup>th</sup> Floor Conference Room.

### E. QUESTIONS AND ADDENDUM(S)

Successful Offerors shall carefully examine this RFP and any Amendment(s). Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions shall be addressed to Elizabeth B. Dooley, Purchasing Agent at [elizabeth.dooley@norfolk.gov](mailto:elizabeth.dooley@norfolk.gov). If the answer materially affects this RFP, the information will be incorporated into an Amendment and posted on DemandStar or eVA. This RFP and any Amendment(s) shall be incorporated, by reference, into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Amendment(s) issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Amendment from the Issuing Office. This RFP and any Amendment will be incorporated, by reference, into any resulting Agreement.

All questions shall be submitted no later than 5:00pm EST on January 27, 2016, no late questions will be considered. The answers to questions submitted will be provided in Amendment 1 which shall be posted on January 29, 2016. Questions regarding the answers provided in Amendment 1 shall be submitted no later than 5:00 PM EST on February 2, 2016, no late or new questions will be considered. Any answers to the questions will be posted in Amendment 2 on February 4, 2016, if necessary.

### F. SCHEDULE OF EVENTS

Event	Date
RFP Issued	December 31, 2015
Pre-proposal	January 20, 2016 @ 2:00 PM EST

Question 1 Deadline	January 27, 2016 @ 5:00 PM EST
Amendment 1 Issued	January 29, 2016
Question 2 Deadline	February 2, 2016 @ 5:00 PM EST
Amendment 2 Issued	February 4, 2016
Proposals Due	February 11, 2016
Oral Presentations	TBD
Negotiations	TBD
Intent to Award posted	TBD
Executed document	TBD
Contract begins	TBD

#### **G. RFP CLOSING**

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

#### **H. PROPOSAL BINDING FOR ONE-HUNDRED EIGHTY (180) DAYS**

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

#### **I. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to Virginia Freedom of Information Act (VFOIA) public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in letter J, "Proprietary Information/Non-Disclosure."

#### **J. PROPRIETARY INFORMATION/NON-DISCLOSURE**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: Invoke the protections of this section prior to or upon submission of the data or other materials, Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in

accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**K. OFFEROR OBLIGATION**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

**L. ANTI-COLLUSION**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

**M. ETHICS IN PUBLIC CONTRACTING**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The Contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

**N. NONDISCRIMINATION**

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

**O. DEBARMENT CERTIFICATION**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

**P. INSURANCE REQUIREMENTS/INDEMNIFICATION**

The Contractor shall indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City. The CITY OF NORFOLK and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Insurance policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in,

any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

Types of coverage's will depend on the proposal(s) selected and negotiated outcome.

**Q. TAX EXEMPTION**

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

**R. COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

**S. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Offeror shall represent that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

**T. SOLICITATION**

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

**U. AWARD**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on



the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent. If award of this RFP results in a lease option greater than five (5) years, the City may need to evaluate other real estate considerations.

#### **V. PROTESTS**

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

## **SECTION III – PROPOSAL SUBMITTAL REQUIREMENTS**

### **A. GENERAL**

Proposals must be submitted in hard copy, ONE (1) fully executed copy of RFP cover page for this solicitation, which shall be the first page in the first section of the Proposal. The copy of the Proposal Form in the Proposal marked "ORIGINAL", shall include an original longhand signature. The additional copies required herein may be photocopies of the original. Copies shall not deviate in any way from the original.

The offeror's proposal shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

### **B. PROPOSAL STANDARDS**

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

All copies shall be printed on **at least thirty percent (30%) recycled-content** and/or tree-free paper; All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided;

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP COVER PAGE
- II. EXPERIENCE
- III. QUALIFICATIONS
- IV. FINANCIAL CAPACITY / PROPOSAL VIABILITY
- V. DEVELOPMENT QUALITY & PUBLIC BENEFIT
- VI. REFERENCES

### **C. UNNECESSARILY ELABORATE RESPONSES**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by the City.

### **D. PROPOSAL SUBMISSION**

One (1) proposal with a Proposal Cover Page containing an original longhand signature, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and six (6) electronic CD copies, shall be submitted by hand in a sealed envelope no later than the time and date deadline specified in this solicitation to:

City of Norfolk, Virginia  
Office of the Purchasing Agent

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the solicitation. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Proposals not submitted in the number of copies requested are subject to immediate rejection. Proposals submitted by facsimile or electronically will not be accepted.

Failure to submit a proposal with a fully-completed RFP Cover Page using the Cover Page provided in this solicitation may be cause for rejection of the proposal. The Cover Page shall be signed by a person authorized to legally bind the offeror.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Proposals and all documents related to this solicitation submitted to the City by an offeror or a prospective offeror shall, upon receipt by the City, become the property of the City.

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include as a minimum of the following sections, each under separate tabs:

**I. RFP COVER PAGE**

Offerors shall complete the first page of the RFP, sign and submit with their proposal.

**II. OFFEROR EXPERIENCE**

Offeror team's proven ability, as a team, to successfully implement, produce and/or complete the proposed outcome on a proposal of a comparable or greater size, complexity, and mix of product to that which is being proposed.

- Provide examples of proposed solutions for which offeror served in a prime role and capacity for completing projects similar in scope and complexity to the project/work proposed within urban environments similar to the City, demonstrating skills & experience to complete project.
- Listing of comparable projects should include: project name, project description, contract model used, client (and contact person) name, proposed and final cost (if applicable), proposed number and actual number of days for completion, and indication of whether project was implemented as proposed or with changes.

**III. OFFEROR QUALIFICATIONS**

Information pertaining to previous strategic visioning and development type(s), project(s) descriptive information and characteristics, evidence of similar clients served, and a track record in public/private partnerships or other contract methods will be considered within the context of the total development proposal.

- Provide three (3) examples of proposed solutions with implementation strategies that are similar in scope and complexity to the work described in RFP within urban environments similar to the City, demonstrating skills & experience to complete project.
- Listing of comparable projects should include: project name, scope of services/work performed, client (and contact person) name, proposed and final cost, proposed number and actual number of days for completion, and indication of whether project was implemented as proposed or with changes.

- Additional identification of all members of a proposed project team (via organizational chart) and clear delineation and description of each team member's role and relationship in the project, including profile/services provided/experience of each team member.

#### **IV. OFFEROR FINANCIAL CAPACITY / PROPOSAL VIABILITY**

Ability of offeror to identify construction development, permanent financing or other necessary resources and support options, including public/private partnerships, for the envisioned project, work or other proposal.

- Detailed evidence of offeror's financial capability to carry-out the proposed solutions described in its proposal.
- Provide examples of proposed solutions for which offeror identified partnerships that would support projects similar in scope and complexity to the work described in the RFP.

#### **V. PROPOSED DEVELOPMENT QUALITY & PUBLIC BENEFITS**

Overall quality of the proposed development partnership concepts, its relationship to other nearby land uses in the area and how the proposal best benefits the public.

- Comprehensive methodology description and proposed implementation timeline on tasks needed to achieve work, project or other proposed solution described in the offerors proposal. Details shall include assessment approach, intended level of quality, proposed class of component uses, proposed partners, and target market.
- Offeror shall include a conceptual site plan, floor plan and/or rendering of the proposed space utilization.
- Financial feasibility of offeror's proposed solution that achieves the City's intention that this mixed use plan/strategy will further support the momentum in enhancing the urban fabric and vitality of the critical downtown location. It should identify possible sources of future revenues as a result of the proposed vision for the intersection and its immediate area.

#### **VI. REFERENCES**

Provide names, addresses and telephone numbers of at least three (3) clients for whom your firm provided similar proposals which were implemented. At a minimum, offerors shall provide the following information:

- Name of an individual from client that can provide information regarding the referenced project provided by your firm;
- Contact person's email address, and phone number; and
- Description of the project completed by your firm for the client.

#### **E. PROPOSAL EVALUATION PROCESS**

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent of this RFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Offeror Experience	20
Offeror Qualifications	20
Offeror Financial Capacity / Proposal Viability	35
Development Quality & Public Benefit	25

Criterion	Points
TOTAL	100

#### **F. PRESENTATION PREPARATION**

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

#### **G. PREPARATION OF PROPOSALS**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained. Exceptions/Alternatives - Detail any exceptions taken to the Scope of Services or any other provision of this RFP under TAB VII. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

#### **H. COST INCURRED IN RESPONDING**

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

## ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING**

### **Sec. 33.1-86. - Purpose.**

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

### **Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.**

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

### **Sec. 33.1-88. - Solicitation or acceptance of gifts.**

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-89. - Disclosure of subsequent employment.**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.**

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a 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 is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-91. - Kickbacks.**

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.**

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.**

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements**

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.3. - Misrepresentations prohibited.**

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-93. - Penalty for violation.**

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)



**State Law reference— Similar provisions, Code of Virginia, § 11-80.**

Sec. 33.1-94—33.1-100. - Reserved.

Initial: \_\_\_\_\_

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## ATTACHMENT C: NONDISCRIMINATION

### Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin 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 provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

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## ATTACHMENT D: DEBARMENT CERTIFICATION

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs

knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

### 1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,  
(Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### 2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### 3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

**I. CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. 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 or as otherwise required by law shall describe why it is not required to be so authorized:

**II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

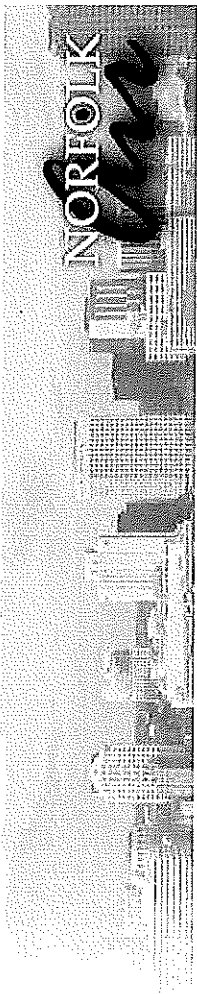
c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

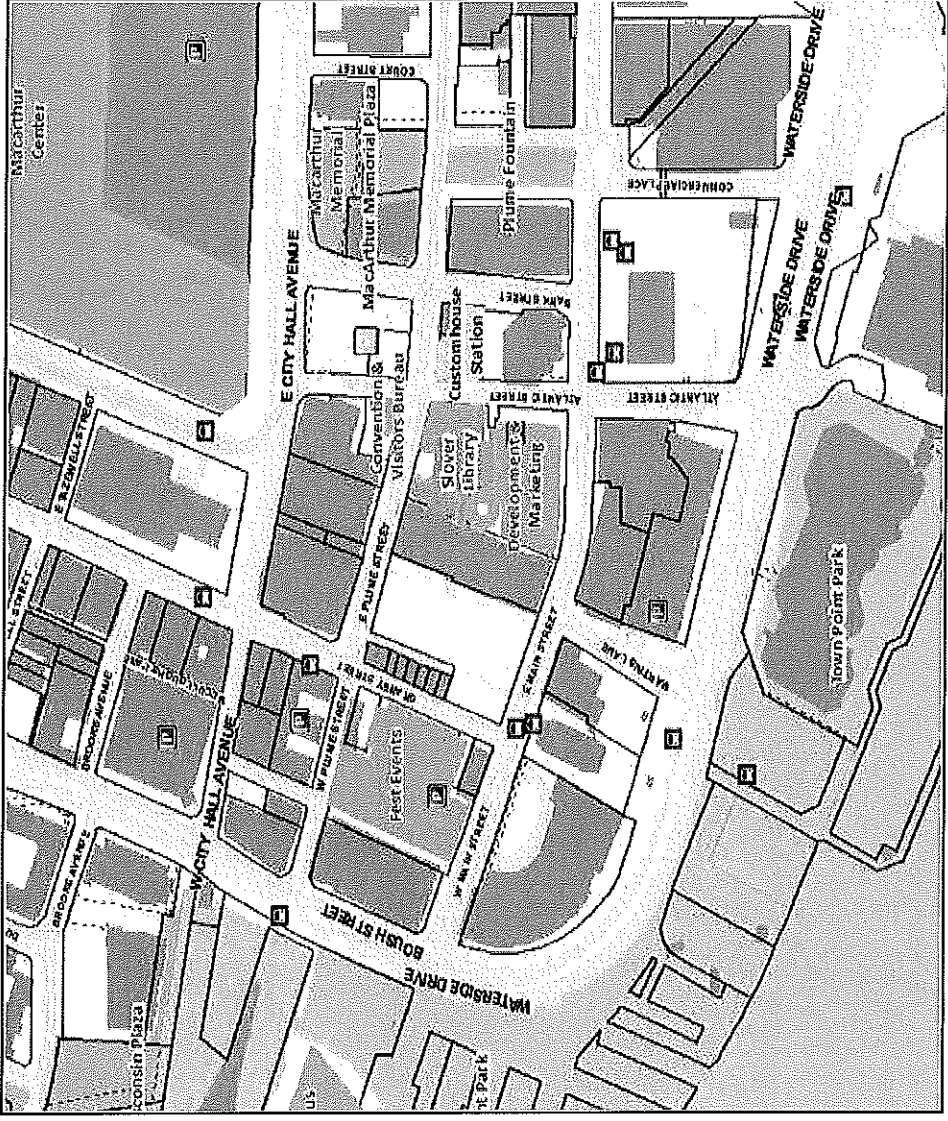
Title: \_\_\_\_\_



**Print Date** 12/28/2015  
**Property Address** 227 E Plume St  
**Account Number** 50000770  
**GPIN** 1427952204

**Property Detail**

**Parent Account** 00008511  
**Owner Name** City Of Norfolk  
**Neighborhood** 150790  
**Property Use** Non-Taxable  
**Plate** 0729  
**Mailing Address** 810 Union St Rm 900  
Norfolk VA 23510-2717  
**Parcel Approximate Area** 39,060  
**(Sq Ft)**  
**Parcel Approximate** 0.8967  
**Acreage**  
**House Plate Number** 1  
**Legal Description** Parcel Sa-1-A, 0.897 Ac



Print Date 12/28/2015

Property Address 227 E Plume St

Account Number 50000770

GPIN 1427952204

## Building Description

Year Built 1928

Construction Quality Good

Number of Floors 2

Total Building Area (Sq Ft.) 49,927

HVAC Warmed and Cooled Air

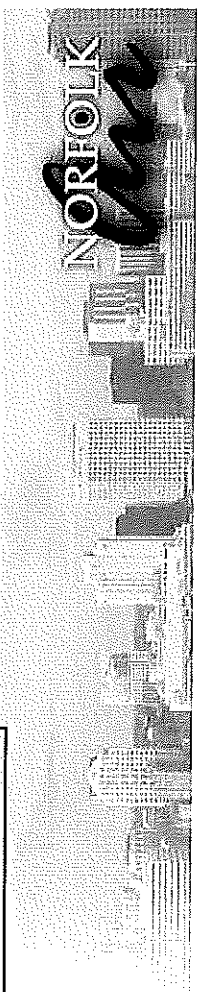
Framing

Framing Class Fire Resistant

Sprinkler Partial Sprinkler System

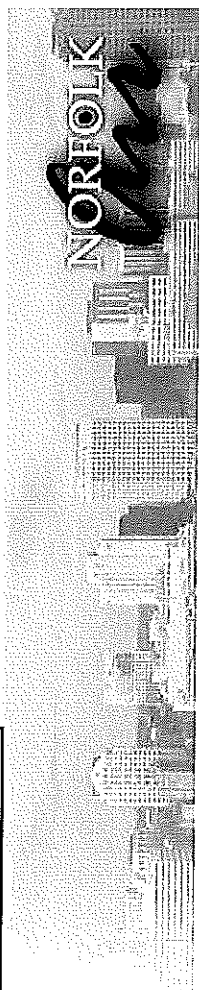
Paving No

Paving (Sq Ft.)

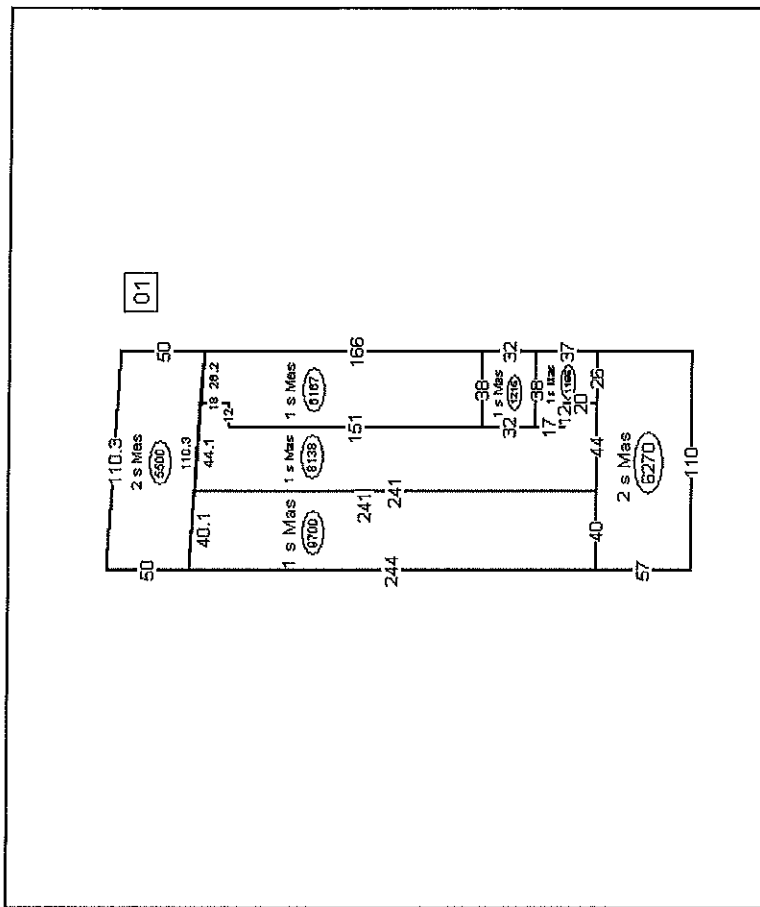
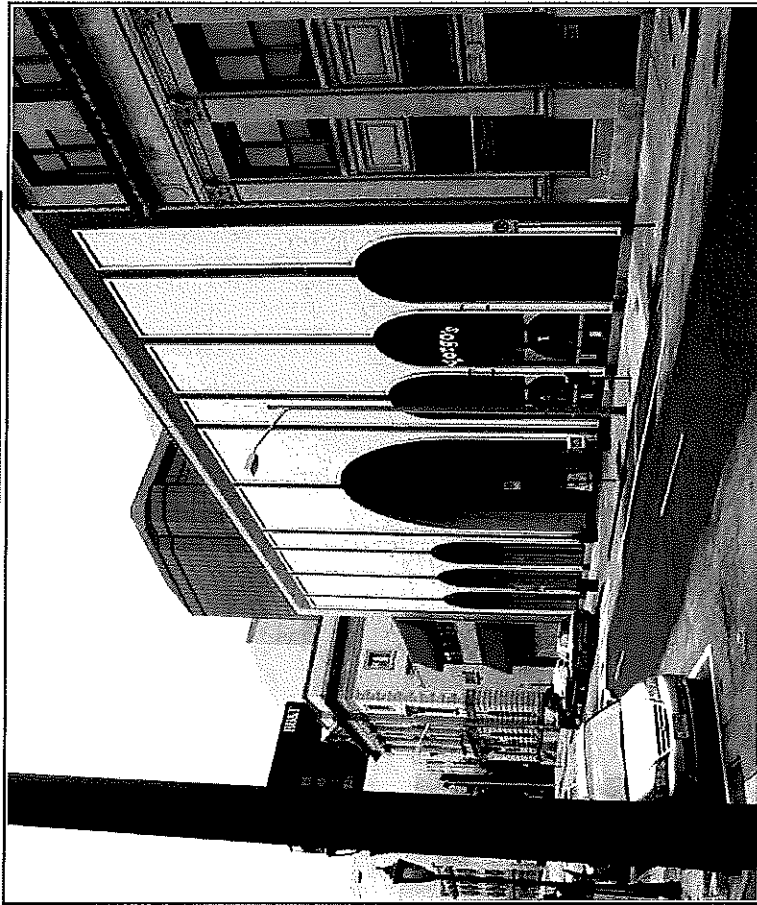


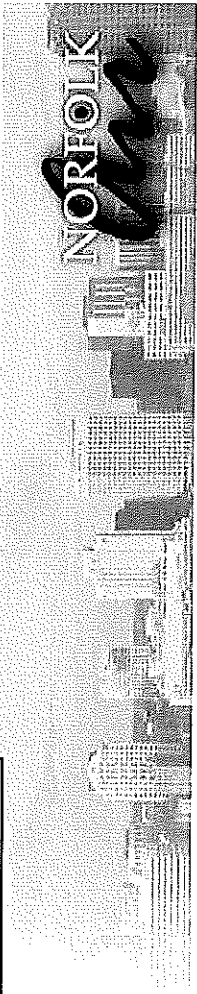


Print Date 12/28/2015  
Property Address 227 E Plume St  
Account Number 50000770  
GPIN 1427952204



## Photo/Sketch

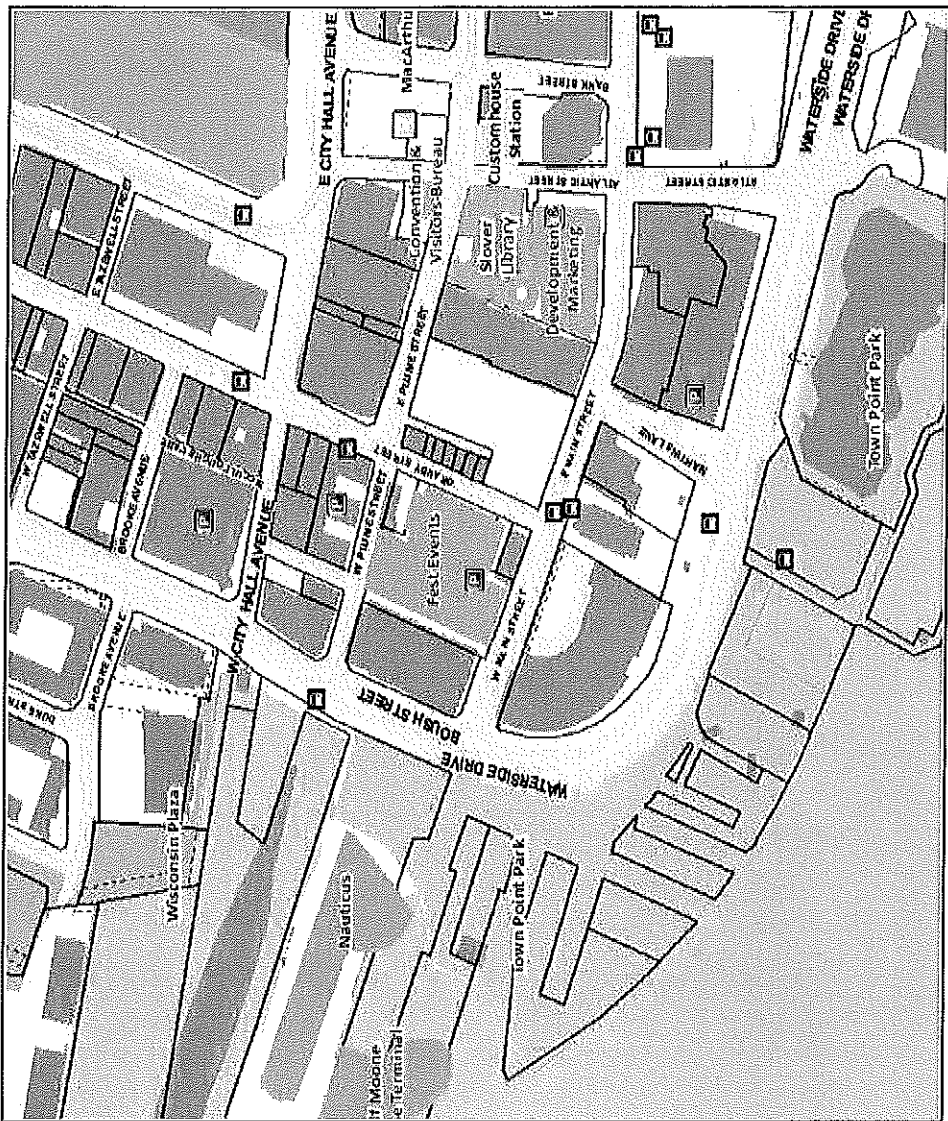




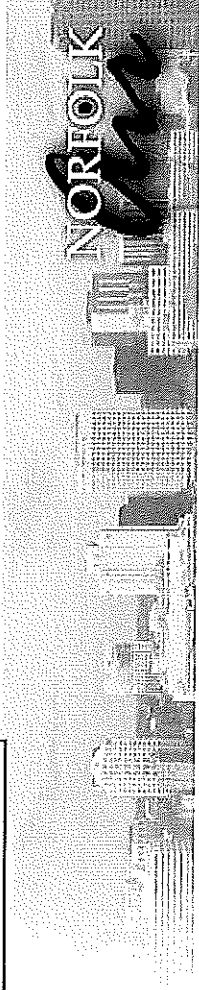
Print Date 12/31/2015  
Property Address 120 W Main St  
Account Number 85048720  
GPIN 1427857462

**Property Detail**

Parent Account City Of Norfolk  
Owner Name 150790  
Neighborhood Non-Taxable  
Property Use 0728  
Plate 810 Union St Rm 900  
Mailing Address Norfolk VA 23510-2717  
  
Parcel Approximate Area  
(Sq Ft) 66,176  
  
Parcel Approximate  
Acreage 1.5192  
  
House Plate Number 1  
  
Legal Description 1.5192 Ac M/L Town Point  
Garage



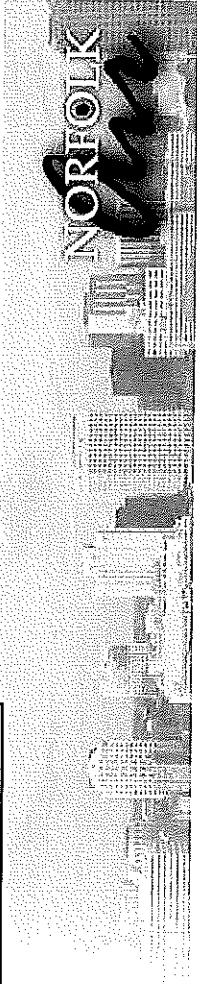
Print Date 12/31/2015  
Property Address 120 W Main St  
Account Number 85048720  
GPIN 1427857462



## Sales/Assessments

<u>Owner</u>	<u>Effective Date</u>	<u>Land Value</u>	<u>Improvement Value</u>	<u>Total Value</u>	<u>Transfer Date</u>	<u>Sales Price</u>	<u>Type</u>	<u>Deed Reference</u>
	07/01/2015	\$3,970,400	\$9,958,000	\$13,928,400		NA	NA	NA
	07/01/2014	\$3,970,400	\$9,958,000	\$13,928,400		NA	NA	NA
	07/01/2013	\$3,970,400	\$9,958,000	\$13,928,400		NA	NA	NA
	07/01/2012	\$3,970,400	\$9,958,000	\$13,928,400		NA	NA	NA
	07/01/2011	\$3,970,400	\$9,958,000	\$13,928,400		NA	NA	NA

Print Date 12/31/2015  
Property Address 120 W Main St  
Account Number 85048720  
GPIN 1427857462



## Building Description

Year Built  
Construction Quality No Info  
Number of Floors  
Total Building Area (Sq Ft.) 0.00  
HVAC  
Framing  
Framing Class  
Sprinkler  
Paving No  
Paving (Sq Ft.)

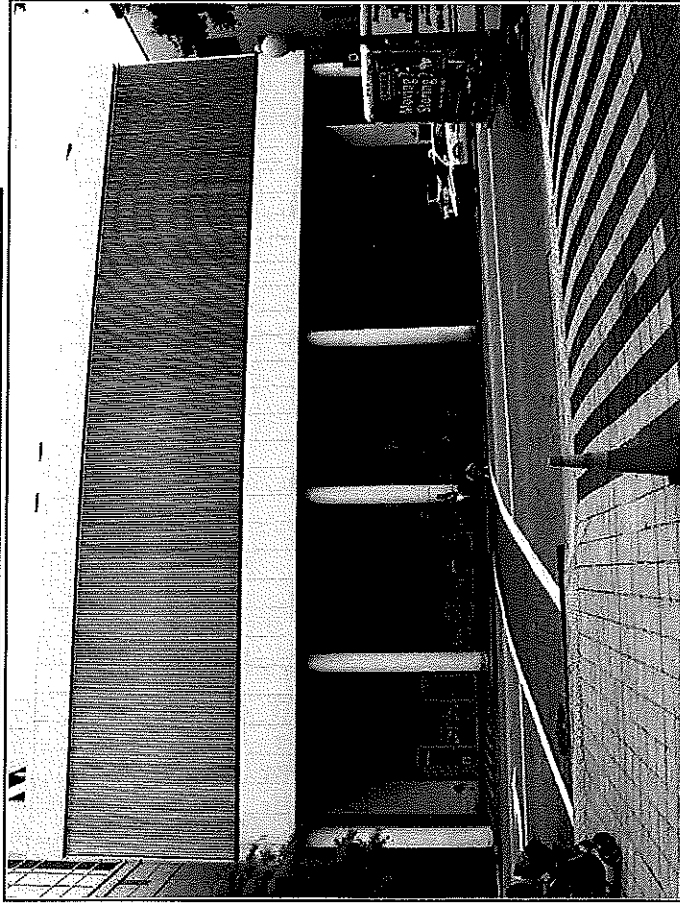
Print Date 12/31/2015

Property Address 120 W Main St

Account Number 85048720

GPIN 1427857462

**Photo/Sketch**



85045720 06/10/2007

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