



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Building Reuse, 300 Rutherford Street (Former Allen Morrison Property)

This is the City of Lynchburg's Request for Proposals No. 13-841, issued 4/25/2013. Direct inquires for information to: Lisa Moss; Phone: 434-455-4228; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by facsimile (434) 845-0711 or email to lisa.moss@lynchburgva.gov and received by 2:00 p.m., May 8, 2013. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

An Optional Pre-Proposal Meeting will be held at 3:00 p.m. on May 1, 2013 at 300 Rutherford Street, Lynchburg, VA.

Sealed proposals will be publicly accepted prior to **4:00 p.m., May 16, 2013**, however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: <http://www.lynchburgva.gov/current-solicitations>

Acknowledge receipt of addenda here: No. _____ Date: _____
No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

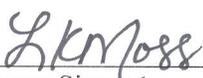
Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

Fax: () _____

Signature: _____

Typed or Printed Name, Title


Buyer Signature

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (3) copies, so marked, for a total of (4)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format, CD in Microsoft Word format or PDF file format must also accompany your proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.**
- References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

II. GENERAL INFORMATION AND OBJECTIVE

A. BACKGROUND

The City of Lynchburg is interested in offering to 501-3c nonprofits, with headquarters located in the City of Lynchburg, the use of a building at 300 Rutherford Street, located on the former Allen Morrison property. The City acquired the Allen Morrison property with the long term goal of developing a public park and community center. This goal is long range and, as such, presents an opportunity in the short term for reuse of a building located on the property.

This property is a brownfields site and the City is working with the Virginia Department of Environmental Quality to complete the final site remediation. There are no health or environmental hazards on site that prevent reuse.

The building is single story, approximately 3,750 square feet, with three roll-up doors. The building is in need of major repair before it can be used and occupied. The building is best suited for storage and maintenance operations. The offeror will be expected to agree to make necessary repairs, at their expense, for safe occupancy prior to use.



City staff has inspected the building and made the following observations:

- The general building skeleton is OK - it has "good bones." The brick and block exterior shows little signs of settlement or cracking, and the concrete slab seems intact with no signs of serious cracking or spalling - but only 60% or so is visible below the assorted junk throughout the interior. The open web steel joist roof system is supported by three bays steel beams and columns in reasonable shape. Industrial steel windows are OK, but a considerable amount of glazing is broken or missing. **The junk located inside the building will be removed by the city prior to entering into a final agreement.**
- Most of the other components of the building are in poor to very poor shape. The roof system is in very bad condition, including the steel corrugated roof deck and what appears to be built-up roofing. Numerous holes and leaks are evident throughout, and the sky is visible at various places from the floor level. The clay tile coping is intact at most of the three sided parapet wall, but several sections are missing.
- Two of the three roll up doors are non-functioning, the main entrance door is OK.
- Windows should be painted and re-glazed, and those at the rear of the building could be permanently paneled over if lighting is provided in the future.
- Electric service to the building does not exist, the panels and sub-panels in the building is an antiquated large fuse system that would need total replacement of all components (panels, wiring, receptacles, switches, etc.).
- An old sink is in the building, but plumbing and sewer systems are not easily inspected. Most likely new water and sewer lines and connections are needed.
- An old forced air ducted mechanical system is in place, but obviously suitable for demolition only.
- The old mechanical system should be removed as well as the old electrical system (panels, raceways, conduits, wiring, etc.). A third party would have to bring their own power source for lighting and tools

(generator) and sanitary facilities (porto-potty). Sufficient day lighting could be made available by removing the plywood and fixing the broken glazing on the windows at the two side elevations. Repair of the two apparently broken roll up doors would allow additional access and daylight.

- Ultimately, new code compliant electrical service and system, mechanical system, windows elimination/upgrades, lighting and small bathroom would make the utility building a nice shop or surplus storage building.

The City will make all roof repairs to the building. All other necessary repairs would be at the expense and responsibility of the offeror, possibly in lieu of rent. The scope and quality of the repairs must meet the requirements and approval of the City. The offeror is expected to assume all costs for utility hookups and utility expenses as a needed for their operations. The City will also be responsible for removing all materials from the building prior to entering into an agreement with an offeror.

The City is stipulating the following conditions of use and renovation:

- Use of hazardous materials on the property is prohibited.
- Noise and dust levels generated from the proposed use should be low and not negatively impact the neighborhood.
- Vehicular traffic generated from the proposed use should not negatively impact the neighborhood. All traffic must use Naval Reserve to Rutherford to access the property.
- Hours of operation should be restricted to 8:30am-5:00pm., Monday – Saturday.
- All repairs to the building must be approved by the City and performed by skilled professionals. All contractors or subcontractors working on site must meet the City’s insurance and indemnification requirements. The offeror will be responsible for hiring and providing oversight of all contracted work. The skilled professionals shall be licensed and bonded.
- Outdoor storage must be limited so that the grounds remain neat and tidy.
- The City has not conducted a hazardous materials assessment of the building. The offeror is responsible for assessment and abatement of all hazardous materials, including asbestos and lead paint.
- The offeror may retain all proceeds from recycling of removed materials during the renovation of the building.

B. SCOPE OF WORK

The intent of this Request for Proposal is to obtain proposals from nonprofits with 501-3c status, located in the City of Lynchburg, for use of the building. Any contract, lease or agreement resulting from this RFP will be for a period not to exceed five (5) years. The successful offeror may not sublet or enter into a third party agreement for use of the building.

Proposals should address the following:

- The proposed use of the building by the nonprofit.
- A detailed schedule of work that the nonprofit is willing to perform, at their expense, to make necessary repairs to the building.
- A description of who will make the repairs.
- The schedule for occupying the building.
- The anticipated traffic levels the proposed operation will generate.
- Anticipated need/plan for outdoor storage.
- The anticipated noise and dust levels the proposed operation will generate.
- The proposed length of an agreement with the City, as a result of this RFP.
- The offeror’s expectations of the City and City staff.
- Any monetary offer for use of the building.

C. City’s Responsibilities

As part of this scope, the City will perform the following:

- Make necessary roof repairs to the building.

III. SOLICITATION SCHEDULE

This request for proposal will be governed by the following schedule:

Posting of RFP	April 25, 2013
Preproposal meeting (onsite)	May 1, 2013, 3:00pm
Deadline for Written Questions	May 8, 2013
Proposals are Due	May 16, 2013

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than twenty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the format described below:

1. Letter of transmittal including name, address and telephone number of the nonprofit, including the location of the office.
2. Title page
3. Table of Contents
4. Brief history of the nonprofit including:
 - a. Number of years as an established nonprofit.
 - b. Nonprofit executive director and list of board members.
 - c. Size of nonprofit.
 - d. The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship
 - e. A description of the services the nonprofit is uniquely qualified to provide.
5. A description of the proposed use of the building, addressing all issues identified in this RFP.
6. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope.
7. A certification of 5013c status of the nonprofit.

V. EVALUATION CRITERIA FOR PROPOSAL EVALUATION:

Proven management skills and technical competence to perform the building repairs stipulated in the proposal.	20%
Demonstrated experience and management of the nonprofit, with proven ability to sustain the organization.	20%
Demonstrated understanding of requirements as depicted in the proposal, and understanding of the desire to positively impact the surrounding neighborhood.	20%
Compatibility of proposed use of the building with the requirements of this RFP.	30%
Overall quality and completeness of proposal	10%

Total	100%

VI. METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of three or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. After negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. 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.

VII. CONTRACT TERM

The initial term of this contract shall be for one year with the option to renew annually up to but no longer than five (5) years from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

VIII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the Contract shall be effective if given by electronic mail, postal mail or via facsimile to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the shall be given to Kay Frazier, Director of Parks and Recreation, 301 Grove Street, Lynchburg, VA 24501 or Lisa Moss, Buyer, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be responsible for all rents through the date of termination.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

The successful proposer is encouraged to also carry renters insurance on all properties/materials owned and located on or in the premises of the rented building. The City of Lynchburg will not be responsible for any property or materials located at the rental site. The City of Lynchburg will only be responsible for the actual structure.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

I. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm 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.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

K. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.

Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

M. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

O. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

P. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

Q. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than ten (10) business days after announcement of the award or award, whichever comes first.

R. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. Termination for Convenience

The contract may be terminated by the City upon written notice to the contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination, the Contractor shall be responsible for all rents up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.

T. Termination for Nonpayment

In the event the contractor fails to make payment in accordance with the rental agreement, the City may declare the contractor in default and exercise any right to cure such default. If the Contractor fails to cure such default within 30 days of receiving such written notice, the City may, by giving written notice to the Contractor, terminate the contract and/or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.

U. Notice of Cure

A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the Contractor a period of time to correct or "cure" the deficiency and places Contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the Contractor that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the Public Body will terminate the contract for default and hold the Contractor liable for any excess costs.

V. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request