



# 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 FOR COLLEGE HILL, JEFFERSON PARK, AND DANIELS HILL COMMUNITY CENTER**

This is the City of Lynchburg's Request for Proposals (RFP) No. 14-925, issued June 27, 2014. Direct inquiries for information should be directed to Stephanie Suter: e-mail: [stephanie.suter@lynchburgva.gov](mailto:stephanie.suter@lynchburgva.gov); Phone: 434-455-3963; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., July 22, 2014. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

An optional Pre-proposal Conference to include a tour of the facility will be held on **July 10, 2014 at 10:00 AM**. The conference will begin at the College Hill Center, 811 Jackson Street, Lynchburg, Virginia, and site visits of the two other centers will follow: Jefferson Park Center at 315 Chambers Street then Daniels Hill Center at 315 Norwood Street.

Sealed proposals will be publicly accepted prior to **4:00 p.m., July 30, 2014**; 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 time stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement 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

City Procurement Manager's 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, a 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**

The City of Lynchburg is interested in offering to nonprofit organizations, with headquarters located in the City of Lynchburg for the use of the College Hill, Jefferson Park, and Daniels Hill Community Centers.

### **DESCRIPTION OF THE CENTERS**

The City, through Lynchburg Parks and Recreation Department, has operated the community centers as recreational facilities since the openings. Recreational offerings include after school programs, youth summer camps, senior adult programs and enrichment programs. Lynchburg Parks and Recreation has offered programs that encourage life-long learning and healthy and active living. Because of potential budget reductions the City is planning to no longer staff the centers and will discontinue its recreation programs. The City is interested in receiving proposals for use of one or all of the buildings from non-profit organizations that will provide services to the neighborhood and, possibly, the larger community. Coalitions of nonprofits with a clear lead agency are acceptable. All proposals must include some level of recreation programming, with a minimum of youth after-school programs and youth summer recreation programs.

Any renovations to the facility necessary to accommodate the proposed services would be at the expense and responsibility of the Offeror. The scope and quality of any renovations must meet the approval of the City. The Offeror is expected to assume all costs for utility expenses as needed for their operations. The City will 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:

- A. Use of hazardous materials on the property is prohibited.
- B. Noise levels generated from the proposed use should be low and not negatively impact the neighborhood.
- C. Vehicular traffic generated from the proposed use should not negatively impact the neighborhood.
- D. Any renovations 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.

### **SCOPE OF SERVICES**

The intent of this Request for Proposal is to obtain proposals from non-profit organizations with 501(c) (3) status, located in the City of Lynchburg, for use of one or both all of the buildings to provide services to the community. Such services must align with City's sustainable neighborhood initiatives as well as Parks and Recreation's mission to promote health, education, and active lifestyles for all citizens. Of particular interest are services for those living in City neighborhoods near the centers. The City is only interested in proposals that continue some level of recreation programming, with a minimum of a youth after-school programs and youth summer recreation program. Coalitions of non-profits are acceptable with the stipulation that a lead and responsible agency is identified. The City will enter into a lease, contract or service agreement with the lead agency. Agencies are also encouraged to present a plan to engage and build positive a positive relationship with the neighborhood(s).

With the issuance of this Request for Proposal the City is not proposing to fund the services provided by the Offeror. The City may consider services in lieu of rent.

Any contract, lease or agreement resulting from this RFP will be for a period not to exceed five (5) years. A contract, lease or agreement may require Lynchburg City Council approval. The successful Offeror may not sublet or enter into a third party agreement for use of the building.

## **III. CITY'S RESPONSIBILITIES**

The City shall continue to manage and maintain all recreational open space and grounds, to include the playground and basketball court. The recreational space shall be open to the public from dawn to dusk, seven days a week. The City shall make routine site visits and inspections.

The City shall be responsible for the major building maintenance and repair to include HVAC systems and roof repairs. The Offeror shall be responsible for day to day maintenance, including minor repairs, relamping, snow removal and custodial services.

#### **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 20-8.5"x11" pages excluding the cover, including all other materials. Each copy of the proposal must be bound with all documentation in a single volume. 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:

##### **A. Information**

1. Organization Official Name and Organization Name As (if different from Official Name)
2. Street Address and Mailing Address (if different from Street Address)
3. Main Telephone
4. Website Address
5. Federal Employer Identification Number (FEIN), Date of Non-Profit Incorporation in Virginia
6. Executive Director, Email, Telephone/Extension
7. Application Contact Person, Contact Person's Title, Email, Telephone/Extension
8. Board Chair, Home Address, Email, Telephone Extension

##### **B. Proposal Narrative**

1. MISSION AND PROGRAMS
  - What is your organization's mission? What are its major programs?
2. COMMUNITY
  - Describe your target community, its geographic area and demographics.
3. ROLE IN THE COMMUNITY
  - Describe the immediate and long term benefits of your organization to the community.
4. ORGANIZATIONAL SELF-EVALUATION
  - How does your organization evaluate its programs and/or services? What are your criteria for measuring success? Who is involved in evaluating your programs/services?
5. PROGRAMS/SERVICES
  - List the major public programs/services of your organization.
6. LONG-RANGE OR STRATEGIC PLAN
  - Does your organization have a long-range or strategic plan? If so, how does the long range or strategic plan relate to this proposal?
7. PROGRAM QUALITY

- Please attach letters of support, brochures/newsletters or other materials which show the level of quality of your programs.

8. PROPOSED USE OF THE BUILDING.

- Explain the proposed use of the building. What organizational goals would align with the use of this facility and how would outcomes be measured?
- Include a detailed schedule of any work that you may wish to perform to renovate the building.
- Detail a schedule for occupying the building.
- Address anticipated traffic levels, noise levels and other impacts on the neighborhood the proposed operation would generate.
- What is the proposed length of an agreement with the City, as a result of this RFP?
- What are your expectations of the City and City staff? Are you open to a partnership with City Departments to provide neighborhood based services?
- Does your organization offer any monetary remuneration for the use of the building?

9. SUSTAINABLE NEIGHBORHOOD INITIATIVE.

- How does the proposed use of the building align with the City’s sustainable neighborhood initiative?
- How would your organization develop and sustain a positive working relationship with the neighborhood?
- How does the proposal meet the recreational needs of the neighborhood?

**C. Organizational Structure and Information**

Attach biographical sketches of the principal personnel and board officers of your organization. Show each person’s title and responsibility on the sketch. Include a list of the current Board of Directors/Trustees and list the major functions of the Board of Directors/Trustees. How often does the board meet? What skills and community groups are represented by board members?

**D. Include Current Long-Range Plan or Strategic Plan**

**E. Include IRS Tax Exempt Letter**

**V. CRITERIA FOR PROPOSAL EVALUATION**

**A. Evaluation Criteria**

The following criteria will be used in the evaluation and rating of proposals for the selection of a Firm for the proposed project.

EVALUATION CRITERIA	POINT VALUE
<b>Organizational Excellence.</b> The organization has high-quality activities that achieve a distinct vision, consistent with the applicant’s mission and goals; and compatible with the City’s sustainable neighborhood initiatives.	30
<b>Effective Management.</b> Effective management is measured by the organization’s capacity to effectively manage its operations and resources as reflected by organizational stability The organization has a strong board composition, staff qualifications, and clearly articulated roles and responsibilities.	30
<b>Public Service and Public Benefit to the Community.</b> Proposed use of the building must be	30

compatible with sustainable neighborhood initiatives, and Parks and Recreation’s mission to provide recreation activities for the neighborhood.	
<b>Overall Quality and Completeness of Proposal</b>	10
<b>TOTAL</b>	100

**VI. METHOD OF AWARD**

The City shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the City may discuss non-binding fee schedules for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more Offerors who professional qualification and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offerors ranked first. If contracts satisfactory and advantageous to the public body can be negotiated at a cost considered fair and reasonable, the award shall be made to those Offerors. Otherwise, negotiations with any and all of those Offerors ranked first shall be formally terminated and negotiations conducted with the next ranking Offerors, and so on until such contracts can be negotiated at a fair and reasonable cost. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**VII. CONTRACT TERM**

Any contract, lease or agreement resulting from this RFP will be for a period not to exceed five (5) years. A contract, lease or agreement may require Lynchburg City Council approval. The successful Offeror may not sublet or enter into a third party agreement for use of the building.

**VIII. GENERAL TERMS AND CONDITIONS**

A. 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.

B. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, 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 City of Lynchburg, Procurement Manager, 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.

C. 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 building use and occupation, whether such claim 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 and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury 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.

D. 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.

E. 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.

F. 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 any activities which are legally required prior to and during the lease.

G. Nondiscrimination

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.

H. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in accordance with the Lynchburg Procurement Ordinance, the Code of the City of Lynchburg, Chapter 18.1, Sec. 18.1-7.

I. 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 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.

J. 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.

K. 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.

L. 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.

M. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received in accordance with the Lynchburg Procurement Ordinance, the Code of the City of Lynchburg, Chapter 18.1, Sec. 18.1-6.

N. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the firm'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 Firm'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 firm that such firm 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 firm 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 firm 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 firm, 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.

O. Termination of Contract

The lease may be terminated by the City upon written notice to the firm 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.

P. 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 City will terminate the contract for default and hold the Contractor liable for any excess costs.

Q. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Firm 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 Firm shall respond with all information requested within ten (10) calendar days of the date of the request.