May 27, 2015

NOTICE TO PUBLIC
RFP #201423

DEVELOPER TO ASSIST THE CITY OF WINCHESTER IN COMPREHENSIVE REDEVELOPMENT OF 200 & 214 NORTH CAMERON STREET (WINCHESTER TOWERS)

The City of Winchester will accept proposals until 2:00 P.M. local time on July 24, 2015 in the office of the Finance Dept. - Purchasing Division, 15 N. Cameron Street, 1st Floor - Rouss City Hall, Winchester, VA 22601, to provide a development partner to work with the City of Winchester in the comprehensive redevelopment of 200 & 214 N. Cameron Street per the attached specifications and scope of work, herein. An industry day was held on April 6, 2015, 10:00 A.M. in 103 E. Piccadilly Street, Winchester, Virginia 22601 (The George Washington Hotel). Additional site visits may be scheduled individually with Qualified Participants if requested in preparation of submitting a proposal.

Copies of this Request for Proposal may be obtained upon request from the Office of the Finance Department - Purchasing Agent, telephone (540) 667-1815 EXT. 1477. This proposal may also be viewed on the city's web page: www.winchesterva.gov.

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way, affect the equipment/materials/service or cost thereof. Should an Offeror find discrepancies in or omissions from the specifications or request for proposal, he/she should notify the Finance Director and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening proposals; the opening date may be postponed if deemed necessary by the Finance Director. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. In addition, the City reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any informality.

One (1) original and five (5) copies of proposals in addition to an electronic version (submitted on a USB drive) are to be submitted in a sealed envelope bearing the Offeror's company name, address, the proposal name, number and the date and time due and mailed or delivered to:

City of Winchester
Finance Dept. - Purchasing Division
15 N. Cameron Street, 1st Floor - Rouss City Hall
Winchester, VA 22601

BY: Michael Marzullo, CPPB
Purchasing Agent

PURPOSE:

The City of Winchester, Virginia (the City") is soliciting responses to this Request for Proposals ("RFP") from firms demonstrating the capability of meeting requirements set forth herein. This RFP requires the Respondent to propose a highly qualified and financially capable "Development Team" for the design, financing, construction and operation of a comprehensively developed mixed-use facility (the "Project") that may or may not incorporate a conference/events center and hotel or any other facility that the Offeror deems feasible after reviewing Winchester's economy and current market conditions at the current site of the Winchester Towers. The Development Team should include, but is not limited to, the Developer, architect, general contractor, equity owners, lender/underwriter, and for each hotel (if applicable), the hotel "flag," and hotel operator (the "Operator"). The evaluation criteria will give favorable consideration to Development Teams with significant experience in developments similar in scope and quality to the proposed Project, and which also demonstrate that they have sufficient financial resources and experience to finance and complete the Project in accordance with a fixed schedule. Should the Offeror propose the development of a conference center and accompanying hotel, it is contemplated that the successful developer will construct a conference/events center with at least 9,100sf of rentable meeting space, at least 80 onsite hotel rooms and will secure a qualified operator that will manage both the conference/events center space and hotel rooms at 200 & 214 N. Cameron Street and the adjacent parking lots 220 and 240 N. Cameron Street which are currently privately owned. However, the City welcomes and encourages creative proposals from development teams in response to this RFP that propose the comprehensive mixed-use redevelopment of the property that do not incorporate a conference/events center, adjacent parking lots, and/or hotel.

Through this RFP process, the City intends to select a Development Team and initially enter into a Memorandum of Understanding ("MOU") with the selected Respondent. The City also intends to enter into a subsequent negotiated Development Agreement with the Offerer to procure the development of the Project within an established development plan, schedule, and financing plan acceptable to the City. In addition, should the selected Developer and Operator propose a conference/events center and hotel, a Room Block Operating Agreement will be required that reserves a certain number of rooms for potential conference center-related bookings for a specified period and makes the rooms available to convention center users at a to-be-negotiated competitive group discount rate. There should be a rate guarantee in all agreements when final rates are negotiated and agreed upon in contract. Industry accepted attrition clauses would be established and agreed upon and adhered to by the Operator in all contractual agreements.

OVERVIEW:

Tracing its history back to 1744 and incorporated in 1752, the City of Winchester ("City") is one of Virginia's most historically significant and culturally rich communities. The City is organized under the Council-Manager form of government. The governing body, the Common Council, is elected by voters under a ward system and consists of a nine-member body, including a Mayor who is elected at large. The City has a growing permanent population of approximately 27,543 and is the only urban community in the Northern Shenandoah Valley. The estimated population density of the City is 3,043 people per square mile, but due to Winchester being the medical, financial, employment, cultural and educational center of the region, the daytime population swells to more than 70,000 creating a population density of roughly 7,600 people per square mile. Winchester is an independent city of 9.2 miles in size and is surrounded

entirely by Frederick County which has a population of 82,377. Winchester's close proximity to Baltimore and Washington, D.C. via an extensive network of US routes and its location along Interstate 81, allows the community to attract visitors from two of the largest metropolitan areas in the country.

The Winchester Common Council has made a substantial commitment to preserving Winchester's cultural heritage by promoting and facilitating the adaptive reuse of our many downtown historic buildings and aggressively promoting tourism. It is through these efforts that Winchester's downtown possesses a nationally renowned hotel, a dynamic children's science center, four museums of national interest, and countless luxury apartments/condominiums and commercial properties.

The Common Council's Adopted 2013-2014 Strategic Plan directed City Staff to craft a conference center development strategy. The Economic Development Authority of the City of Winchester solicited the services of a consultant and selected Strategic Advisory Group (SAG) to determine if Winchester's economy could support a conference center and determine a premier location for the facility. After receiving SAG's favorable opinion regarding the market support for the conference center (a copy of the report may be found on the City's website), it was determined the best site to house a conference center and recommended accompanying new hotel rooms would be 200 & 214 N. Cameron Street, also known as the Winchester Towers. Although this site is not our most historically significant downtown property, it provides unique advantages that no other structures in this area of Winchester could offer by its proximity to the Old Town Pedestrian Mall and adjacent to the George Washington Hotel.

The Winchester Common Council acted on SAG's recommendation and purchased the Winchester Towers in 2014. Following the City's acquisition, a series of public information open houses were held to seek input from Winchester residents to determine the desired best use of the Winchester Towers. The public recommended the development of a mixed-use facility at the Winchester Towers with the development of a conference/events center narrowly trailing, as displayed below.

November 19th	
Conference/Events Center:	35
Mixed-use:	26
Other:	1
General Office Space:	1
Retail/Commercial:	7
Apartments/Condominiums:	7
Higher Ed Classrooms/Housing:	0
TOTAL:	77

December 3rd	
Conference/Events Center:	27
Mixed-use:	49
Other:	0
General Office Space:	2
Retail/Commercial:	1
Apartments/Condominiums:	0
Higher Ed Classrooms/Housing:	2
TOTAL:	81

EVENT TOTAL	
Conference/Events Center:	62
Mixed-use:	75
Other:	1
General Office Space:	3
Retail/Commercial:	8
Apartments/Condominiums:	7
Higher Ed Classrooms/Housing:	2
TOTAL:	158

These results were presented to the Winchester Common Council during the February 24, 2015 Work Session. The Winchester Common Council desires either the development of a mixed-use facility or conference/events center and hotel or any combination thereof and encourages creative proposals from development teams in response to this RFP for the comprehensive redevelopment of the Winchester Towers.

Winchester Towers occupies 200 N. Cameron Street. The parcel is zoned Central Business District (B1) with Historic Winchester (HW) overlay zoning, which accommodates the City's proposed renovated uses of the property. The 0.264-acre lot is improved by a four-story brick structure that was constructed in 1962. The parcel has approximately 120ft of frontage on N. Cameron Street and approximately 96ft of frontage on E. Piccadilly Street. The land and its improvements create a combined assessed value of $934,700. As of this year, the property is eligible to receive federal and state historic tax credits since it is designated as a 'contributing' primary resource in the Winchester National Register Historic District.

Immediately adjacent and further north of Winchester Towers is another City-owned parcel known as 214 N. Cameron Street. It is approximately 0.10 acres and is a parking lot that formerly served the Winchester Towers. This parcel has 46ft of frontage on N. Cameron Street and is 100ft in depth. The parcel has no additional frontage. The property is also zoned B1(HW).

220 and 224 N. Cameron Street are located immediately adjacent to 214 N. Cameron Street. These privately owned parcels are also parking lots. 220 N. Cameron Street is 0.46 acres (11,485 sq.ft.) and has 20 ft of frontage on N. Cameron Street. The depth of the parcel is 100ft and has no additional frontage on any streets. The property is zoned B1(HW). 224 N. Cameron is owned by the same private entity and is also zoned B1(HW). This parcel is 0.122 acres (4,599 sq.ft.), has 52 ft of frontage on N. Cameron Street and 102ft of frontage on Fairfax Lane. None of the four (4) properties described above are situated within any mapped 100-year or 500-year floodplain on the latest updated Flood Insurance Rating Maps. Ownership or leasing of these aforementioned properties may be needed to facilitate the City's desired reuse of the Winchester Towers.

The City has procured architectural services that resulted in a preliminary concept design for the conference/events center and new hotel rooms. The purpose of this review was to determine the potential value of historic tax credits available for the property, should their use be desired. Offerors should not infer that the City is committed to one design over another. Instead, the City encourages creative and diverse proposals that incorporate comprehensive mixed-use redevelopment that may or may not include the conference/events center and hotel. The procured preliminary concept design utilizes the existing Winchester Towers and proposes the construction of an addition on the immediately adjacent parking lots. This proposed redevelopment anticipates utilizing federal and state historic income tax credits. Please note, the City is familiar with historic tax credit projects and is aware of the limitations that are encountered during a historic rehabilitation project. The City is not requiring Offerors to preserve the existing Winchester Towers and does not discourage the demolition of the property. The City intends to make various incentives available to the Developer and encourages the Developer to propose any and all creative financing arrangements, including purchasing or leasing arrangements to acquire the land. Also, Virginia Code Sections 58.1-3245 through 3245.5 allows localities to create tax increment financing (TIF) districts to stimulate private investment in development project area. Specifically, this will allow the City to collect certain taxes accrued from operation of the facility to pay the debt service related to the development of this project. It will be the Developer's responsibility to research applicable incentives and their expected value.

SCHEDULE OF EVENTS:
The schedule, as listed below, is the City's intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

Release of Draft RFP ..... March 11, 2015
Industry Day ..... April 6, 2015
Deadline for Receipt of Written Questions on Draft RFP ..... April 17, 2015
Deadline for Publication of Written Answers to Qualified Participants * ..... May 1, 2015
Issuance of final RFP ..... May 27, 2015
Deadline for Receipt of Written Questions on RFP…….June 19, 2015
Deadline for Publication of Written Answers to Qualified Participants*…….July 1, 2015
Proposals from Firms due ..... July 24, 2015
Proposal Review Process ..... August 2015
Interviews with Firms ..... TBD
Presentation to City Council ..... End of September 2015
Development Agreement Negotiation ..... October 2015
Deadline for Master Agreement Execution ..... End of October 2015
*The City may publish Answers more than once during the question and answer period.

QUESTIONS AND CLARIFICATIONS:
Questions and Clarifications may be addressed to:

City of Winchester
Finance Dept. - Purchasing Division
15 N. Cameron Street, 1st Floor - Rouss City Hall
Winchester, VA 22601
or
Michael.Marzullo@winchesterva.gov

Only questions answered by formal written Addenda will be binding; oral and other interpretations will be without legal effect.

11 Critical Things to Keep in Mind When Responding to an RFP for the City of Winchester

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).

2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.

3. _____ **Attend the industry day** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the Project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. Industry Day was previously held on April6, 2015.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by email to the RFP participants.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Do not assume the City or Evaluation Committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The responses are evaluated based solely on the information and materials provided in response to the RFP.

7. _____ **Use the forms provided**, e.g. cover page, reference questionnaire, etc.

8. _____ **Review the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to rank your submittal.

9. _____ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposals will not be accepted.

11. _____ **Fill out and submit the enclosed information sheet.**

This checklist is provided for assistance only and should not be submitted with Offeror's proposal.

GENERAL SCOPE OF SERVICES:

The City seeks the development of a mixed-use property that creates premier commercial and residential space, a conference/events center with a minimum of 9,100sf of rentable meeting space and at least 80 onsite hotel rooms, destination attraction, or any combination thereof that ensures the development would be a premier facility within the community. In addition, should the developer pursue the development of a conference/events center and hotel or destination attraction, the developer must secure a qualified operator that will manage both the conference/events center space and hotel rooms. The City's broader goals are to leverage the economic benefits of the facility to the City, add quality jobs for the City workforce and increase tax revenues. Proposals offering development teams capable of constructing multiple related mixed-use amenities (including shopping, restaurants, office, permanent residential, etc.) that include the conference/events center and hotel may be scored more favorably. This RFP does not expressly require any other specification, such as the mix and size of other functional or design elements, however, proposals offering a conference/events and hotel should include banquet facilities, suites, meeting rooms, ballrooms, parking, connections to historic Old Town and a pool and fitness facilities. All proposals must meet the zoning criteria for the City set forth in the Zoning Ordinance of the City of Winchester. By providing this flexibility, the City seeks to allow maximum possible creative latitude to the Development Teams.

Should an Offeror propose a hotel, the quality of design, materials, and furnishings of the facility must be commensurate with first-class (4-star or 5-star) conference hotels in comparable markets.

Although this RFP establishes targets for a certain scale and set of amenities that accommodate a conference/events center and hotel, this is not intended to limit Respondents' creativity or ability to propose an alternative scale or set of features and amenities deemed to better suit the goals of the City through this Project. The City is open to proposals that offer distinctive features and amenities that go above and beyond those outlined above and put forward a finer class of development that would set the City apart from other destinations. The City reserves the right of final approval of the Project scale, features, and amenities.

The City seeks development proposals that create vibrant linkages and connections between downtown and the proposed facility, all of which should enhance the entire community, especially the downtown area. The City expects competent, efficient management to operate and market the Project, no matter the proposed use. If a conference/events center and hotel are proposed, it is strongly desired that the Operator selected to manage the property (a) have a prominent national sales office network and sales force positioned to primarily pursue conference and group-meeting demand, (b) have a series of conference center hotels in its portfolio in other U.S. conference destinations and (c) make a financial commitment to the Project.

The City is committed to providing greater opportunities for minority and women ownership in projects the City supports. To this end, the City strongly encourages respondents to indicate participation by minority and women owned firms, if any, in their proposals.

A. Development Concept for Private Development:

Describe Offeror's planned concept for the Winchester Towers and adjacent property. The City desires that RFP responses include the plans for acquiring or facilitating the acquisition of the adjacent private parking lot (if needed). The City's objectives include a proposed comprehensive redevelopment on the site that will include the proposed conference/events center and hotel, a mixed-use facility that incorporates premier commercial and residential

space, a destination attraction, or any combination thereof. The proposal should provide a detailed response to the following:

1. Provide a design for any of the three proposed uses of the Winchester Towers:
    a. A hotel that creates 80 new hotel rooms and a conference/events center facility that includes no less than 9,100 net square feet ("NSF") of function space and up to 18,750 NSF, equating to roughly 16,000 to 33,000 gross square feet ("GSF") that will offer primarily one large, highly divisible space with complimentary smaller spaces. Space should have the capability to host a banquet function capable of seating approximately 600 to 1,200 guests. Proposals that incorporate additional commercial or permanent residential space into the structure are encouraged. Should Offerors not desire to incorporate a hotel and conference/events center into their design, Offerors can submit a proposal that only provides a design for general commercial space and permanent residential housing.
    b. A mixed-use facility that provides any amount of premier commercial space and permanent residential space. Please note, proposals that incorporate this use MUST develop space that will be viewed as "top tier" within the city.
    c. A combination of choices 'a' and 'b' that propose a mixed-use facility with a conference/events center, hotel, commercial and residential space. The commercial space could also include a destination attraction if applicable.
        (1) Propose terms acceptable to the City and enter into:
            1. MOU
            2. Development Agreement, and
            3. Room Block Agreement (if applicable)
        (2) Prepare and provide construction plan for the proposed facility.
        (3) Develop and construct the proposed facility.
        (4) Select an operator to market and manage the facility (if applicable).
        (5) Provide pricing and financing for the development acceptable to the City.
        (6) Propose acceptable detailed project timeline.
        (7) Address potential parking issues that could arise from the usage of the facility.
        (8) Propose fee structure for services.
        (9) It is the City's goal to attain the most distinctive, highest-quality and marketable Project possible. Proposals must include a financial analysis that details the assumptions used in the recommended development program. The financial analysis should include operating projections by the Operator and detail the assumptions and market support for such projections. In addition, a financing plan and project schedule must be submitted. Respondents may include such supplemental information as deemed necessary to explain the finance plan and its underlying assumptions.

END OF SCOPE OF SERVICES

PROPOSAL REQUIREMENTS:

A. FORM

Proposals shall be submitted in 8 1/2" by 11" size packaging, envelope or other method that uses a simple technique of fastening. Offers shall be typed and shall not include any unnecessarily elaborate or promotional material.

B. TABLE OF CONTENTS

Include a complete Table of Contents in your proposal.

C. PROJECT METHODOLOGY

Responses should describe the overall philosophy and a recommended comprehensive development program for the Project to include a conference/events center, hotel, mixed-use facility with commercial and residential space or any combination thereof. The City welcomes any combination of uses. Please include information on the firm's operational philosophies regarding typical length of time projects are held after completion. Describe what assistance your proposal expects from City staff, if any.

D. STATEMENT OF QUALIFICATIONS & EXPERIENCE

RFP responses should include a cover letter providing an introduction to the entity responding to the RFP. An authorized representative on behalf of the Respondent shall sign the cover letter. The RFP should also include Project Team resumes and a Qualifications Statement containing the following information:

1. Experience and Qualifications of the Project Team: Each Respondent shall submit a brief explanation of why the proposed Project Team is qualified for this Project. The Respondent shall also describe its internal policies/procedures to assure a quality product and completion of tasks on schedule and within budget. Specifically, Respondents shall identify the following:

   The person (or persons) who will:

   a. Be the primary point of contact between the City and the Project Team.
   b. Be responsible for ensuring that adequate personnel and other resources are made available for this Project.
   c. Be authorized to handle all contractual matters for the Project Team and coordinate all applications, submittals, and meetings related to the Project.
   d. Be ultimately responsible for the quality, costs and timeliness of the Project Team's performance.
   e. Be responsible for all development aspects of the Project. State the person's position and authority within the Project Team. Discuss previous projects similar in nature for which this person has performed a similar function. Discuss relevant experience, professional registrations, education, awards and other components of qualifications applicable to this Project.
   f. Be responsible for the operation and management of the Project and other team members.

g. Identify other members of the Project Team that provide special expertise or will perform key tasks. Describe their anticipated roles and provide a brief statement of qualifications and experience for each.

2. Qualifications of the Respondent and Available Resources:

a. Identify the legal structure of the Respondent and/or consortium of entities (together "Respondent"). Describe the business experience of the Respondent as relates to carrying out projects of this type.

b. Describe the organizational structure of the Respondent, including roles. Describe the role of each entity comprising a partnership or consortium presenting a response with respect to carrying out the specifications and requirements of this RFP.

c. Furnish examples of no more than five (5) private, public or government projects similar to the requirements of this RFP. However, public or government projects will be given greater consideration. Discuss each project and Respondent's success in achieving budgets and timelines. These examples should best illustrate the experience of the Respondent and the personnel being assigned to the Project described in this RFP. Provide contact information (name, title, email and phone) for references.

d. Describe any management experience with projects of similar scale, including:

(1) Prior successful experience in alternative project delivery arrangements such as, but not limited to, performance based mechanisms and long-term partnership arrangements.

(2) Experience in managing and maximizing commercial opportunities in comparable projects that were profitable and created long-term value.

(3) Experience working with other proposed Project Team members in previous successful projects.

e. Describe architectural and engineering design experience and capability to develop similar projects in an urban setting including working with all types of uses proposed in this Project.

f. Describe construction experience including:

(1) The technical and financial capability to plan, construct and commission a large project and infrastructure with various components within a specified time frame.

(2) Prior experience of the construction members of the Project Team on projects of similar scale and complexity.

g. Describe financing experience including:

(1) Prior experience in providing financing for similar projects within specified financial closing time parameters and ability to provide financing for the project.

(2) Ability and demonstrated experience with alternative financial delivery methods, including, but not limited to, taxable and tax-exempt financing or other creative financing mechanisms.

h. Describe experience programming and operating similar projects.

i. Describe Respondent's procedure for developing, monitoring and maintaining Project budgets and schedules.

j. Indicate the resources available to perform the work for this Project. Discuss how this Project would impact current and anticipated workload.

k. Describe any notable expertise or other special capabilities of members of the Project Team that uniquely qualify the Respondent to accomplish the requirements and specifications of the RFP.

l. Provide a brief conclusion supportive of the Project Team's information/qualifications, including any unique capabilities and/or qualifications of the Project Team that may be of special interest to the City.

E. FINANCIAL STRUCTURE/ FINANCIAL STABILITY

Provide a conceptual financial structure, including public and private sources of funding. The City welcomes financial proposals that maximize the value of the resulting developments and their positive economic and fiscal impacts on the City as a whole. The Respondent should provide examples of any other publicly financed projects similar to those being proposed, if public financing is included as part or whole of the response.

Respondent must provide evidence of the firm's financial capability to undertake the Project. Evidence should cover the last five (5) years. If a syndicate of two or more entities is submitting your response, provide evidence for each firm that would be a part of the Project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments or other verifiable information demonstrating financial stability necessary to support a project of this size. Submission of this RFP provides consent to the City or its assigns to confirm the information provided in response to this question. The City reserves the right to ask for additional financial information if necessary to adequately review the proposal.

F. BONDS - Performance, Payment, and Other Bonds

1. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

    a. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
    b. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall promptly notify Owner and shall, within 20 days

after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraph H.

G. LICENSED Sureties and Insurers

1. **All bonds and insurance** required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the General Terms and Conditions.

H. GENERAL INFORMATION

1. Proposed Uses: Square footage estimates for all proposed structures and uses in the development. Describe why this development has a realistic opportunity to be successful.

2. Site Plan: Show the proposed private development areas, including building shape and orientation, location of parking lots (if needed) or, sidewalks, site amenities and proposed landscaped design, including hardscape and planting.

3. Elevation Drawings: Show proposed architectural character, including proposed materials, architectural treatment, fenestration, height, roof treatment and other details as appropriate to describe developer's conceptual design.

4. Architectural Rendering(s): Show proposed development on the parcel, including at a minimum, a bird's eye perspective of the entire site and other sketches/renderings as required describing the scheme.

5. Project Team: Identify all firms and Project team members anticipated to be involved. **Full acknowledgement/clarification of your Project team must be identified in the proposal**. Qualification Statements should be provided for each member of the team as described in the evaluation criteria. In addition, please address how Offeror proposes to address potential loss of key team members during the duration of this project should it occur.

6. Conference/Events Center and Hotel Operator (if applicable): **Offeror must secure an operator for the conference/events center and new hotel rooms or destination attraction.** Qualification statements MUST be included for the selected operator.

7. Pricing and Financing: Include information about the firm's proposed price for development, and if applicable, purchase or leasing arrangement to acquire the land, relevant financing information and a signed Letter of Intent. The City is interested in selecting and negotiating with a firm having a realistic plan, fair financial proposal and demonstrated willingness to move forward diligently to bring the Project to completion.

8. The City is open to responses that consider all types of financing alternatives, including taxable or tax-exempt financing or other powers pursuant to State and Local Code. The City expects to receive fair market value for any land it sells or leases. Specifically, this section should include:

a. Price – Describe the firm's proposed development price and any relevant business terms or schedules for payment. **The proposed price of development should clearly indicate whether or not the Offeror would require the acquisition of the property or an alternative proposal such as a long-term lease.** The proposed development price should also indicate any proposed use of City or State incentives.

9. Proposed project timeline: Provide detailed timeline for all phases of project through completion.

10. Describe pending litigation of relevance to fulfillment of a contract between your firm and the City.

11. Affirm that your firm's due diligence process has examined the potential relationship between the City and your firm from a conflict-of-interest standpoint and that all such real or potential conflicts-of-interest are fully disclosed.

12. If the Offeror's firm is a corporation, provide Corporate Charter Registration chartered with the State Corporation Commission.

13. Show standard insurance coverage carried by the primary Offeror.

I. COST OF SERVICES

The proposed pricing should clearly state the proposed cost and fee schedule for the services specified in the Scope of Services.

If applicable, note any costs that may be optional. The total price for the engagement should include all consultant expenses, including travel, incidentals and "other costs".

EVALUATION CRITERIA

The Proposal Review Team will review and evaluate each proposal based on the City code 21-26E and the following (The order of which does not indicate their weight or importance):

A. GENERAL COMPLIANCE WITH RFP REQUIREMENTS AND CLARITY OF RESPONSE

B. METHODOLOGY IN PROVIDING AND IMPLEMENTING SCOPE OF SERVICES

C. STATEMENT OF QUALIFICATIONS AND EXPERIENCE

1. Firm's general qualifications such as longevity, structure, services offered and location.

2. Firm's experience and performance on similar projects.

3. Qualifications and experience of similar municipal projects.

4. Principal consultant's and other assigned personnel skills, experience and performance.

5. Firm's availability and capability.

D. THE PROPOSAL'S ALIGNMENT WITH THE GOALS, VISIONS AND INTENT OF THE CITY'S DESIRE TO HAVE A PREMIER MIXED-USE FACILITY, CONFERENCE/EVENTS CENTER AND HOTEL OR ANY COMBINATION THEREOF

1. Economic impact of the facility on the City's tax base.

2. The developer's ability to address potential parking issues that could arise from the usage of the facility.

3. The required experience and credentials of the Developer's selected operator.

4. The timeline submitted.

5. The capacity to accommodate the financial and other obligations related to this project.

E. COST OF PROJECT AND SERVICES

PROPOSAL EVALUATION PROCESS

All proposals will be evaluated against the criteria above, with priorities established by the City of Winchester. The City reserves the right to award the contract based on expertise, qualifications and knowledge for one Contractor.

In-person presentations and interviews may be conducted for the acceptable Offerors. Following in-person interviews, the City will evaluate Offeror based on the criteria stated in this RFP. The selection committee will make a recommendation to City Council of the Offeror that best meets the evaluation criteria. The Winchester Common Council will make the final selection. The City anticipates there will be financial and contract negotiations with a single potential Developer who serves as the lead of a team. The City may select another Offeror and begin negotiations should negotiations fail to yield a mutually acceptable contract.

OTHER: Ownership of all data, materials, and documentation originated and prepared for the City of Winchester pursuant to the RFP shall belong exclusively to the City of Winchester and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; provided, however, the Offeror must invoke the protections of Section 11-52 of the Virginia Public Procurement Act prior to or upon submission of the date or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

GENERAL CONDITIONS AND PROVISIONS:

SUBMISSION OF PROPOSALS:

Sealed Proposals to provide a developer to assist the City of Winchester, VA in comprehensive redevelopment of 200 and 214 N. Cameron Street (Winchester Towers) and related services will be received by the Purchasing Agent until 2:00pm local time on July 24, 2015.

The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening proposals; the opening date may be postponed if deemed necessary by the City Manager. Such revisions and amendments, if any, will be

announced by written Addenda to the specifications. In addition, the City reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any informality.

While the City of Winchester has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to designate a Developer or to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued in writing to the RFP participants. If the RFP is cancelled, the City will not reimburse any Offeror for the preparation of its proposal. Proposals may be returned upon request if unopened;

2. Reject any or all proposals received in response to this RFP, make a contract award based directly on the proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;

3. Make partial award or no award if it is in the best interest of the City to do so.

Responses to this RFP must be submitted in writing in hard copy (one (1) original marked "Original," five (5) copies marked "Copy" and one (1) scanned PDF copy saved to a CD or USB flash drive) no later than 2:00 PM on July 24, 2015. Responses received after this time and date will not be considered. Submissions must be contained in a sealed envelope marked: "RFP # 201423 FOR PROFESSIONAL SERVICES OF DEVELOPER TO ASSIST THE CITY OF WINCHESTER IN COMPREHENSIVE REDEVELOPMENT OF 200 AND 214 NORTH CAMERON STREET (WINCHESTER TOWERS)," addressed to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 1st Floor - Rouss City Hall
Winchester, Virginia 22601

FINANCIAL RESOURCES:

The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

PROPOSAL DEVELOPMENT COST:

The costs for developing and delivering responses to this RFP and any subsequent presentations of the response as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its response.

CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Offeror, based upon the submittal judged by the City to be in the best interest of the City. This Request for Proposal does not constitute an offer or a contract with the respondent. A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed.

CONTRACT TERM

The initial term of this contract shall be from the date of signing, and will end upon the Consultant's completion, and the City's acceptance, of all services described in this RFP.

LATE PROPOSALS:
It is the responsibility of the firm to insure the Purchasing Agent receives the submittal by the proposal due date and time. No submittals or modifications to submittals will be accepted after the proposal due date/time. Late Proposals will be returned to Offeror unopened, if the container is properly identified with the firm's return address.

CONTACT:
From the date this RFP is issued until a Project team is selected, Offerors shall not communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Michael Marzullo, purchasing agent, for the City in charge of this solicitation ("Purchasing Manager"). Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager:	Michael Marzullo, CPPB
Address:	15 N. Cameron Street Winchester, VA 22601
E-mail Address:	Michael.Marzullo@winchesterva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS:
The City reserves the right to waive information in Proposals, to reject any or all Proposals after all have been examined or to accept the Proposal(s) of the Offeror(s) which it deems most favorable to the interests of the City in accordance with the VPPA.

REQUIRED GENERAL TERMS AND CONDITIONS

A. APPLICABLE LAWS AND COURTS
B. ANTI-DISCRIMINATION
C. ETHICS IN PUBLIC CONTRACTING
D. IMMIGRATION REFORM AND CONTROL ACT OF 1986
E. DEBARMENT STATUS
F. ANTITRUST
G. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
H. CLARIFICATION OF TERMS
I. PAYMENT
J. PRECEDENCE OF TERMS
K. QUALIFICATIONS OF BIDDERS OR OFFERORS
L. TESTINGAND INSPECTION
M. ASSIGNMENT OF CONTRACT
N. SEVERABILITY
O. CHANGES TO THE CONTRACT
P. DEFAULT
Q. TAXES
R. USE OF BRAND NAMES
S. TRANSPORTATION AND PACKAGING
T. INSURANCE
U. ANNOUNCEMENT OF AWARD
V. DRUG-FREE WORKPLACE

W. NONDISCRIMINATION OF CONTRACTORS
X. AVAILABILITY OF FUNDS
Y. LICENSES AND PERMITS
Z. TERMINATION
AA. HOLD HARMLESS INDEMNIFICATION
BB. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
CC. BID PRICE CURRENCY

These General Terms and Conditions are required for all sealed and unsealed written or verbal solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

A. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. ANTI-DISCRIMINATION:

By submitting their (bids/proposals), (Bidders/Offerors) certify to the City of Winchester that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

a. 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.

b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING:

By submitting their (bids/proposals), (Bidders/Offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (Bidder/Offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have 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, unless consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their (bids/proposals), (Bidders/Offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS:

By submitting their (bids/proposals), (Bidders/Offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

F. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Winchester under said contract.

G. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:

Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.

H. CLARIFICATION OF TERMS:

If any prospective (Bidder/Offeror) has questions about the specifications or other

solicitation documents, the prospective (Bidder/Offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent, or designee.

I. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which department is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

   e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Winchester shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City of Winchester, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Winchester.

J. PRECEDENCE OF TERMS:

The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND
CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply and take precedence.

The City's procurement, Contractor's response and written negotiation summary shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the City's procurement, the Contractor's response, written negotiation summary and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Contract

2. Negotiation Summary

3. City's Procurement Document(s)

4. Contractor's Response

5. Other Documents

K. QUALIFICATIONS OF (BIDDERS/OFFERORS):

The City of Winchester may make such reasonable investigations as deemed proper and necessary to determine the ability of the (Bidder/Offeror) to perform the services/furnish the goods and the (Bidder/Offeror) shall furnish to the City of Winchester all such information and data for this purpose as may be requested. The City of Winchester reserves the right to inspect (Bidder's/Offeror's) physical facilities prior to award to satisfy questions regarding the (Bidder's/Offeror's) capabilities. The City of Winchester further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (Bidder/Offeror) fails to satisfy the City of Winchester that such (Bidder/Offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

L. TESTING AND INSPECTION:

The City of Winchester reserves the right to conduct any test/inspection it may deem

advisable to assure goods and services conform to the specifications.

M. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Winchester.

N. SEVERABILITY OF CONTRACT:

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

O. CHANGES TO THE CONTRACT:

1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars ($10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an Offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).

2. Changes can be made to the contract in any of the following ways:

   a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

   b. The City of Winchester may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:

      (1) By mutual agreement between the parties in writing; or

      (2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City of Winchester's right to audit the contractor's records and/or to determine the correct number of units independently; or

      (3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The

contractor shall present the City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City of Winchester or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Winchester may have.

Q. TAXES:

Sales to the City of Winchester are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

R. USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (Bidders/Offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (Bidder/Offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City of Winchester to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (Bidder/Offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING:

By submitting their (bids/proposals), all (Bidders/Offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the

outside with purchase order number, commodity description, and quantity.

T. INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder or Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of Winchester of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract. The insurer must have an A.M. Best rating of A- or better.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy by the insurer. A notation on the certificate of insurance is not sufficient.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Cont.	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	$1,925,000 per occurrence, $3,000,000 aggregate

Insurance/Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

U. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester's web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug- free workplace for the contractor'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 contractor'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 contractor that the contractor 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 subcontractor or vendor.

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of 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.

W. NONDISCRIMINATION OF CONTRACTORS:

A Bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith- based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. AVAILABILITY OF FUNDS:

In the event that funds are not appropriated for this Contract for any City fiscal year, following the City's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

V. LICENSES AND PERMITS:

Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to the City's procurement which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive Bidder" as such term is defined by the Code of Virginia §2.2-4301, as amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful Bidder or Offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.

W. TERMINATION:

1. Termination for Convenience: The City of Winchester may terminate a contract, in whole or in part, whenever the City of Winchester determines that such termination is in the best interest of the City of Winchester, without showing cause, upon giving ten (10) days written notice to the vendor.

2. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the
City of Winchester may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Winchester. The Vendor will be paid for work satisfactorily performed prior to termination.

X. HOLD HARMLESS:

Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful Bidder/Offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind (including claims for attorney's fees) brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.

Y. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally

identifiably information as parts of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information.

Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

Z. BID PRICE CURRENCY:

Prices are to be stated in US dollars unless otherwise specified in the solicitation.

AA. ROYALTIES AND PATENTS

The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

BB. NO CLAIM AGAINST CITY OFFICIALS:

The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

It is the responsibility of the Offeror to inquire about and clarify any requirement of the RFP that is not understood. NO VERBAL INQUIRIES ABOUT THIS RFP WILL BE ACCEPTED. All inquiries concerning this RFP must be submitted in writing to:

Michael Marzullo, CPPB
Purchasing Agent
Rouss City Hall
15 N. Cameron Street
Winchester, Virginia 22601
FAX: 540-723-0238

All written inquiries must be received by the issuing office on or before 2:00 PM, on June 19, 2015. The City of Winchester is under no obligation to respond to inquiries received after this date.

RFP# 201423

HOLD HARMLESS AGREEMENT

This agreement between the City of Winchester, and _____ shall, for the term of the contract, including warranty period, indemnify, defend and hold harmless the City, its officers, employees, agents and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of any rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyrights.

Contractor: _____

Address: _____

_____

Name & Title: _____

Signature: _____

Date: _____

City of Winchester, Virginia

Office of the City Attorney
Rouss City Hall
22601
540-667-1815
Fax: 667-2259

CONTRACT
#201423

THIS CONTRACT WAS MADE AND ENTERED INTO THIS ____ DAY OF _____, 2015, BY AND BETWEEN_____, F.I.N. OR S.S. NUMBER _____("CONTRACTOR"), AND THE **CITY OF WINCHESTER, VIRGINIA,** A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA ("CITY").

WHEREAS, THE CITY HAS PREVIOUSLY ISSUED REQUEST FOR PROPOSAL 201423 (RFP #"201423"), DATED MAY 27, 2015, TO PROVIDE PROFESSIONAL ACCOUNTING AND AUDITING SERVICES FOR THE CITY OF WINCHESTER, AS MORE FULLY DESCRIBED AND REQUESTED IN THE RFP, AND;

WHEREAS, CONTRACTOR HAS SUBMITTED A PROPOSAL IN RESPONSE TO THE RFP DATED _____ 2015, SIGNED BY _____WHICH STATES QUALIFICATIONS, SERVICES AND NEGOTIATED PRICING ASSIGNED TO THE CITY.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL PROVIDE THE CITY THE SERVICES OUTLINED IN RFP #201423, WHICH IS INCORPORATED IN ITS ENTIRETY HEREIN BY REFERENCE. THE CITY SHALL PAY THE CONTRACTOR THE NEGOTIATED FEES AND HOURLY RATES. THE CONTRACTOR SHALL FORWARD AN INVOICE FOR SUCH WORK TO THE FINANCE DIRECTOR ON OR ABOUT THE FIRST AND FIFTEENTH DAYS OF EACH MONTH DURING THE TERM OF THIS CONTRACT. THE CITY SHALL PAY SUCH INVOICE IN ACCORDANCE WITH THE PROMPT PAYMENT ACT PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

2. THE TERM OF THIS CONTRACT SHALL BEGIN ON _____, 2015 UNTIL _____2015. THE CITY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS CONTRACT, WITHOUT PENALTY, UPON TEN (10) DAYS WRITTEN NOTICE TO CONTRACTOR. THE PARTIES UNDERSTAND AND AGREE THAT THE CITY, AT ITS SOLE OPTION, MAY RENEW THIS CONTRACT FOR _____ ADDITIONAL TWELVE (12) MONTH PERIODS.

3. APPLICABLE LAW AND VENUE: THE PARTIES AGREE THAT THIS CONTRACT FOR SERVICES SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA. ANY DISPUTE ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL BE RESOLVED OR OTHERWISE LITIGATED IN THE CIRCUIT COURT FOR THE CITY OF WINCHESTER, VIRGINIA OR THE FOURTH CIRCUIT FEDERAL DISTRICT COURT IN HARRISONBURG, VIRGINIA.

4. IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE ILLEGAL, INVALID OR UNENFORCEABLE, THAT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT.

5. THE CONTRACTOR HAS, AT THE TIME OF ITS EXECUTION OF THIS CONTRACT, PROVIDED THE CITY WITH A CERTIFICATE OF INSURANCE SHOWING THAT IT HAS CURRENTLY IN FORCE ALL OF THE INSURANCE REQUIRED BY RFP #201423. CONTRACTOR COVENANTS THAT SUCH CERTIFICATE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE TERM OF THIS CONTRACT, AND THAT IT WILL PROMPTLY NOTIFY THE CITY IN THE EVENT, SUCH INSURANCE IS NO LONGER IN EFFECT FOR WHATEVER REASON.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS INSTRUMENT ON THE DATE INDICATED BELOW, WITH ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO CONTRACTOR AND ONE (1) FULLY SIGNED ORIGINAL DELIVERED TO THE CITY.

CONTRACTOR:	CITY OF WINCHESTER:
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

APPENDIX A

SCOPE OF SERVICES
AUTHORIZATION TO PROCEED AGREEMENT
RFP #201423

DEVELOPER TO ASSIST THE CITY OF WINCHESTER IN COMPREHENSIVE REDEVELOPMENT OF 200 N. CAMERON STREET (WINCHESTER TOWERS)

SERVICES TO BE PROVIDED:

_____
_____
_____
_____
_____
_____
_____

DURATION OF PROJECT: _____ TO _____
START DATE END DATE

COST OF SERVICES:

TOTAL COST: _____

INCORPORATED DOCUMENTS:
The following documents are hereby incorporated by reference into this Scope of Services as if set out in full:

1. Winchester City Code - Chapter 21: Purchases, as amended.
2. Virginia Public Procurement Act, as amended.
3. RFP #201423, as amended.
4. Contract number 201423, as amended.
5. Contractor's fee schedule, insurance, and hold harmless agreement, herein.

CONTRACTOR:	CITY OF WINCHESTER:
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

INFORMATION PAGE

RFP #201423

THE FIRM OF:_____

Address:_____

_____

FEIN_____

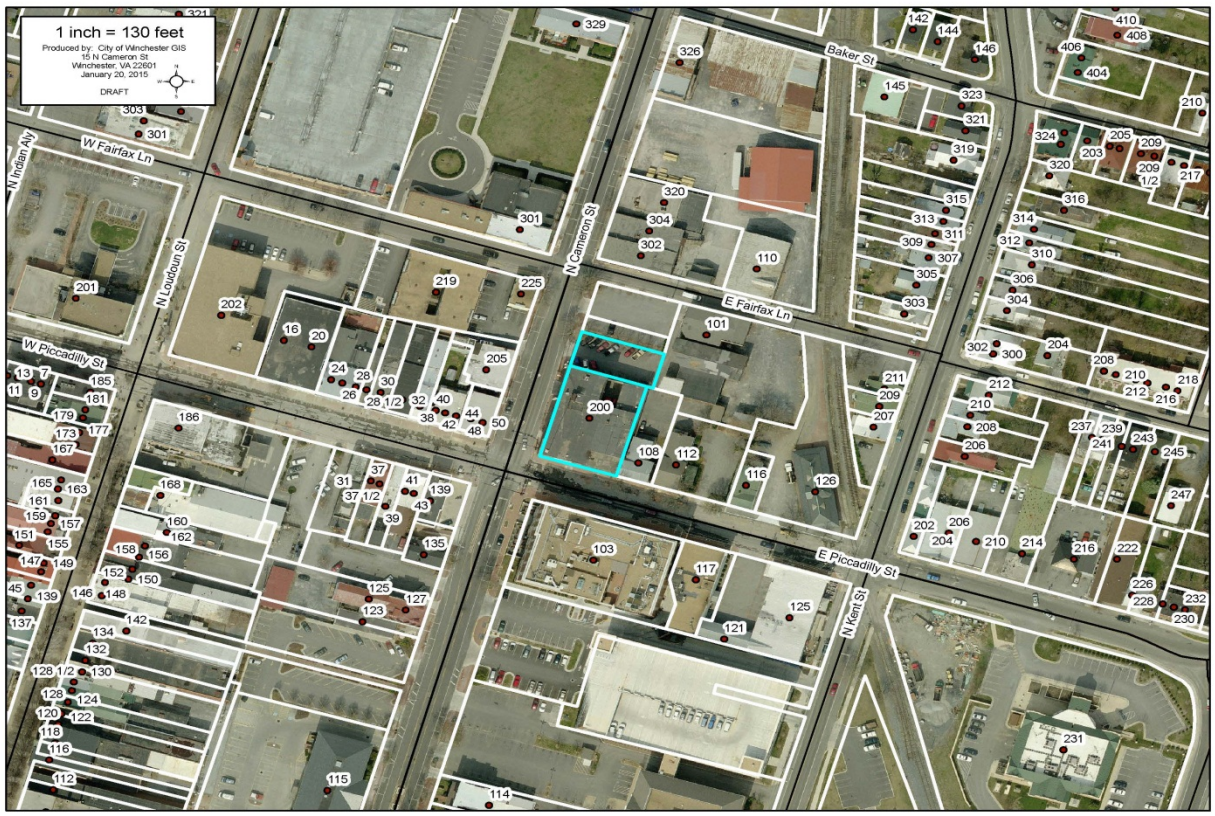
Person to contact regarding this proposal:_____

Title:_____Phone:_____ Fax:_____

E-mail:_____

Name of Person authorized to bind the firm_____

1 inch = 130 feet
Produced by: City of Winchester GIS
15 N Cameron St
Winchester, VA 22601
January 20, 2015
DRAFT
Baker St
Elk St
Diehl St
W Fairfax Ln
N Loudoun St
N Cameron St
E Fairfax Ln
West Ln
E Piccadilly St
N Kent St
N East Ln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Winchester, VA 22601
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DRAFT
Baker St
N Indian Alv
W Fairfax Ln
N Loudoun St
N Cameron St
E Fairfax Ln
W Piccadilly St
E Piccadilly St
N Kent St