

Request for Proposals # PWF-20-0200
Lease Space Requirements
City of Virginia Beach General Office Space

I. PURPOSE

The City of Virginia Beach (“City”) is seeking to lease new construction or existing space for general office use. To meet this need, the City is soliciting proposals in order to identify available properties that meet the City’s established criteria with a desired outcome of the City entering into a mutually agreeable lease arrangement for a period of up to five (5) years.

This document is a Request for Proposal (RFP) for the services described. The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the bid response. Carefully examine the specifications prior to responding.

All proposals and supporting documentation shall become the property of the City of Virginia Beach and will not be returned.

II. SPACE SPECIFICATIONS

All RFPs will be evaluated based on responses to the following specifications:

- A. The City seeks approximately 25,000 net square feet (nsf) of space in an office type building.
- B. This space will include a minimum of 25,000 nsf office space
- C. Two adjacent sets of Men’s and Women’s Restrooms should be approximately centered in the facility to separately support City staff and the public.
- D. Automobile Parking: There shall be sufficiently daily parking for up to 150 staff. There is a need for sufficient space for 45-50 city owned vehicles.
- E. Area of Consideration:
 - East of Witchduck Road
 - West of Great Neck Road
 - North One Half Mile North of Virginia Beach Boulevard
 - South to Princess Anne Road

- F. The leased space must have access 365 days per year, 24 hours per day.
- G. It is desired to have backup power in the office spaces. Offerors must indicate whether their facility includes backup power and the level of coverage.
- H. The leased space must have a fire detection / fire suppression system and be surrounded by a firewall from adjacent units and spaces.
- I. The leased space must include conduit to allow the City to install a security system to include intrusion detection, interior motion sensors, if needed.
- J. The leased space must allow the City to install a door access security system.
- K. The facility should be available for occupancy the first quarter of 2020
- L. The response should separately include tenant improvement allowance in the offer.

III. GENERAL TERMS AND CONDITIONS:

A. Laws and Regulations:

- i. The Landlord's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

B. Applicable Law/Compliance with All Laws/Prompt Payment/Venue:

i. Applicable Law:

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

ii. Compliance with All Laws:

The Landlord shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Landlord represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. The Landlord further represents that it is a corporation, partnership, or limited liability company in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of this contract.

iii. Payments to Subcontractors:

In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Landlord shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Landlord shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

iv. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Landlord shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this Contract.

v. The Landlord's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

vi. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

C. Non-Assignment:

- i. The Landlord shall not assign its rights and duties under this contract without the prior written consent of the City.

D. Termination with Cause/Default/Cancellation:

- i. In the event that the Landlord shall for any reason or through any cause be in default of the terms of the contract, the City may give the Landlord written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the Landlord shall have ten (10) days from the date such notice is received to cure the default. Upon failure to cure the default, the City may immediately cancel and terminate the contract as of mailing date of the default notice.
- ii. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

E. Non-Appropriation:

- i. The City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this contract, then the City shall immediately notify the Landlord of such occurrence and this contract shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind, whatsoever.

IV. SPECIAL TERMS AND CONDITIONS:

A. Hold Harmless-Indemnification:

It is understood and agreed that the Landlord hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Landlord, its subcontractors, agents, or employees under or in connection with this Contract. The Landlord agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorneys' fees and litigation

expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of work by the Landlord or those for whom the Landlord is legally liable. Upon written demand by the City, the Landlord shall assume and defend at the Landlord's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

V. SPECIAL INSTRUCTIONS TO THE OFFEROR:

A. Contract Administrator:

Whenever used in the Request for Proposal and for purposes of any notices under this contract, Contract Administrator shall be as described below:

City of Virginia Beach
DPW/Facilities Management Office
Mr. Barry Shockley

VI. GENERAL SUBMITTAL TERMS AND CONDITIONS:

A. Definitions of Terms:

The following definitions of terms are used herein:

- i. The term "City" refers to the City of Virginia Beach.
- ii. The term "Offeror" refers to the person, firm, or company that provides a proposal in response to this Request For Proposal (RFP) and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.
- iii. The term "Landlord" means the Offeror to which the contract will be awarded. References to the Landlord in this RFP shall also apply in full to any subcontractor for the named Landlord.

B. Submittal of Proposals:

- i. The proposal and required copies shall be placed in a sealed envelope or package that shall be identified with the Request for Proposal's item number, the Date and Time of closing, and the name and address of the Offeror.
- ii. An **original** and **four (4) copies** of each proposal shall be submitted. The original proposal should be clearly marked "**ORIGINAL**" on its outside cover.
- iii. The attached *Anticollusion / Nondiscrimination / Drug-Free Workplace*

form incorporated herein and beginning on page 10 is to be executed and returned with the proposal documents.

- iv. All proposals shall be received and time-stamped in the office location described below no later than **3:00 PM local time, October 18, 2019. Proposals received after the specified date and time (time-stamped 3:01 p.m. or later) shall not be considered and shall be returned unopened to the Offeror.**

- v. Issuing Office:

**City of Virginia Beach
Barry Shockley, Facilities Manager
Municipal Center, Bldg. 18, Rm 228
2424 Courthouse Dr.
Virginia Beach, VA 23456
(757) 385-5659**

- vi. Proposals received by telephone, telegraph, facsimile or any other means of electronic transfer shall not be accepted.

C. Examination:

- i. Offeror shall carefully examine the contents of this Request for Proposal and any subsequent addenda.

D. Questions:

- i. Questions concerning this solicitation may be made by telephone or in writing. Questions should be addressed to the Issuing Office not less than fifteen (15) working days prior to the closing date of the Request for Proposal. Telephonic questions should be directed to the appropriate person listed below:

Mr. Barry Shockley, 385-5659

- ii. Any material changes to the solicitation document will be addressed by issuance of a written addendum to all Offerors of record that will become part of the proposal documentation.
- iii. Oral instructions do not form a part of the proposal documents.
- iv. The Offeror shall check with the Issuing Office within forty-eight (48) hours prior to proposal closing to secure any addenda affecting bidding.

E. Conditions of Work:

Each Offeror shall inform himself/herself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of this agreement.

F. Anticollusion/Nondiscrimination//Drug-Free Workplace Form:

The attached Anticollusion/Nondiscrimination/Drug-Free Workplace form incorporated herein (pages 10-12) should be executed and returned with the proposal documents.

G. Proposal Binding for One Hundred Twenty (120) Days:

The Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for the Request For Proposal.

H. Proprietary Information:

Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the City reserves the right to submit such information to the City Attorney for concurrence of the Offeror's claim that it is in fact 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 labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

I. Proposal Costs:

Prospective Offerors shall be responsible for all costs incurred in the development and submission of a proposal. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, any cost associated with interviews and travel, or any other Offeror cost involved in a response.

J. Exceptions:

Proposals should be as responsive as possible to the provisions stated herein, however, an Offeror may take exceptions to the provisions without their proposal being disqualified. During the evaluation process, the City will consider whether the impacts of any such exceptions are positive or negative. The Offeror should clearly indicate when exceptions or deviations are being taken and state the reason why. Notwithstanding the above, proposals received late shall be rejected.

K. Award:

The award of a contract shall be the sole discretion of the City. The award shall be based upon the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the bidding. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.

L. Public Notice of Award or Decision to Award:

Public notice of the award or the announcement of the decision to award shall be provided by mailing the notice to the Offerors who submitted proposals in response to the solicitation.

M. Preparation Guidelines:

For consideration, all proposals should be as responsive as possible to the solicitation. In order for the City to adequately evaluate the proposals, all Offerors should clearly state responses to all of the criteria provided concerning "Preferred Specifications" and "Acceptable Alternative Specifications". Provide complete descriptions of the property and any information considered pertinent to help the City review the proposal. The City reserves the right to physically inspect the proposed property to assess its condition and desirability. The City further reserves the right to consider the age, quality, condition of any or all features of the proposed property when conducting its evaluation and making an award.

N. Rental Rate:

Offeror shall provide a detailed description of the total cost to the City for the lease of the proposed property. The cost break down shall identify in separate detail the annual unit charges associated with the property as well as any additional costs that the City may incur. Offerors shall clearly state any proposed discounts, alteration stipends, build-out allowances or other incentives included with the property.

O. Proposal Opening: _____, 2019

At the time specified, the proposals received timely shall be opened. Only the names of the Offerors submitting proposals shall be read aloud. No other information will be provided at that time.

Anticollusion / Nondiscrimination / Drug-Free Workplace Form

ANTICOLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE CLAUSE

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE

ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.8 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THERE FROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE

DURING THE PERFORMANCE OF THIS LEASE, THE LANDLORD AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE LANDLORD'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 LANDLORD'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 LANDLORD THAT THE LANDLORD MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A LANDLORD IN ACCORDANCE WITH THIS CHAPTER, 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.

NONDISCRIMINATION CLAUSE

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:

- a) THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

- b) THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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) BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Offeror Information:

By: _____
(signature)

Date: _____

Printed Name: _____

Title: _____

Address: _____

E-mail : _____

Phone No. (____) _____

Fax No. (____) _____

TIN _____

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:

African American Hispanic American American Indian Eskimo
Asian American

Aleut Other; Please Explain:

Is your firm Woman Owned? Yes No

Is your firm a Small Business? Yes No