

PRE-PROPOSAL CONFERENCE

RFP2000000125

An optional pre-proposal conference will be held on March 1, 2012, at the Fairfax County Government Center, 12000 Government Center Parkway, in Conference Room 9-10, Fairfax Virginia at 2:00 P.M. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend, and to bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to dpsmteam3@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: February 9, 2012	REQUEST FOR PROPOSAL NUMBER: RFP2000000125	TITLE: Crescent Apartments Property Redevelopment
DEPARTMENT: Department of Housing & Community Development and Office of Community Revitalization & Reinvestment	DUE DATE/TIME: April 30, 2012 @ 4:00 P.M. EST	CONTRACT SPECIALIST: Sandy K. Benfit, CPPB Sandy.benfit@fairfaxcounty.gov or 703-324-8411

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole Proprietor)

Prompt Payment Discount:

___% for payment within ___ days/net ___ days

State Corporation Commission (SCC) Identification No.

By signing this proposal, offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: LARGE SMALL **Described in Appendix B**

CHECK ONE: MINORITY-OWNED WOMEN-OWNED **Described in Appendix B**

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



Table of Contents

INTRODUCTION.....	1
1. Scope of Contract	1
2. Pre-Proposal Conference.....	1
3. Contract Period and Renewal	1
4. Summary of Key Dates	2
5. Project Oversight.....	2
6. Site Characteristics	2
7. Background	5
8. Project Vision, Goals and Requirements	13
9. Transaction Structure.....	16
PROPOSAL SUBMISSION REQUIREMENTS.....	17
10. Structure	17
11. Copies and Submission	24
12. Late Proposals	25
PROPOSAL EVALUATION AND SELECTION PROCESS.....	25
13. Proposal Evaluation Criteria.....	25
14. Proposal Evaluation and Selection Process	25
ADDITIONAL INFORMATION	26
15. Trade Secrets/Proprietary Information	26
16. Insurance	26
17. Changes.....	28
18. Delays and Suspensions.....	29
19. Access to and Inspection of Work.....	29
20. Project Audits	29
21. Data Sources	30
22. Safeguards of Information.....	30
23. Order of Precedence.....	30
24. Subcontracting	30
25. News Release by Vendors	31
26. Americans With Disabilities Act Requirements	31
27. State Corporation Commission Identification Number	31
APPENDICES	32
Appendix A: General Conditions.....	32
Appendix B: RFP Checklist.....	43
Appendix B: BPOL.....	44
Appendix B: Certification Regarding Debarment or Suspension	45
Appendix B: Business Classification Schedule.....	46
Appendix B: Subcontractor Notification Form.....	47
Appendix C: Development Program Summary Sheet	48

INTRODUCTION

1. Scope of Contract:

- 1.1. In accordance with the Public-Private Education and Infrastructure Act of 2002 (PPEA), the purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified firm for the redevelopment of the 16.5 acre County of Fairfax, Virginia owned property known as the Crescent Apartments (“Crescent Property”) located in Reston, Virginia, in accordance with the terms and conditions of the RFP.
- 1.2. On behalf of the Fairfax County Board of Supervisors (BOS), the Department of Housing and Community Development (DHCD) and the Office of Community Revitalization and Reinvestment (OCRR) are seeking firms that have a proven combination of experience, financial capacity, and expertise in the design, development and construction of master planned developments including land assemblages, public-private partnerships, federal tax credit funding mechanisms, multi-family construction, affordable housing development and management, commercial development involving both office and retail development and historic district redevelopment.

2. Pre-Proposal Conference:

- 2.1. A(n) optional pre-proposal conference will be held on March 1, 2012 at 2:00 PM in the Fairfax County Government Center, Conference Room 9-10, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this RFP. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to DPSM at sandy.benefit@fairfaxcounty.gov.

3. Contract Period and Renewal:

- 3.1. This contract will begin on the date of award, through such a time negotiated by the development team and the County, prior to contract award.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this RFP is subject to appropriations by the BOS to satisfy payment of such obligations. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the BOS. However, the County’s failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. **Summary of Key Dates:**

The overall schedule for accepting and reviewing proposals and Developer Selection is:

RFP Issue Date	February 9, 2012
Pre-proposal Conference	March 1, 2012 @ 2:00pm
Closing Date for receipt of written inquiries	April 2, 2012 @ 4:00pm EST
Closing Date for proposal submission	April 30, 2012 @ 4:00pm EST
Anticipated date of developer selection	July 2, 2012

This solicitation is issued in accordance with *Fairfax County Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act (PPEA)* of 2002, adopted by the Fairfax County Board of Supervisors (BOS) on February 24, 2003, as amended.

5. **Project Oversight:**

5.1. Jones Lang LaSalle (JLL)

The County has engaged Jones Lang LaSalle (JLL) as real estate agent and advisor in the redevelopment of the Crescent Property. JLL will assist the County in the evaluation of the proposals and certain business arrangements to be reflected in the associated disposition and development agreement; however, all determinations and decisions on the selection of a Developer, the Project and disposition of the Property will belong to the County.

5.2. Fairfax County, Virginia

Joint project oversight will be provided by:

- a. Department of Housing and Community Development (HCD)
3700 Pender Drive
Fairfax, Virginia 22030-5143
- b. Office of Community Revitalization and Reinvestment (OCRR)
12055 Government Center Parkway - Suite 1048
Fairfax, Virginia 22035

6. **Site Characteristics:**

6.1. Location

The Lake Anne Village Center (LAVC) in Reston, Virginia (in which the Crescent Property is located), encompasses approximately 41 acres and is bounded by Baron Cameron Avenue (Rte 606) to the north, Lake Anne to the south, North Shore Drive to the west and Moorings Drive to the east. The 16.495 acre Crescent Property is located in the northeast portion of the LAVC.



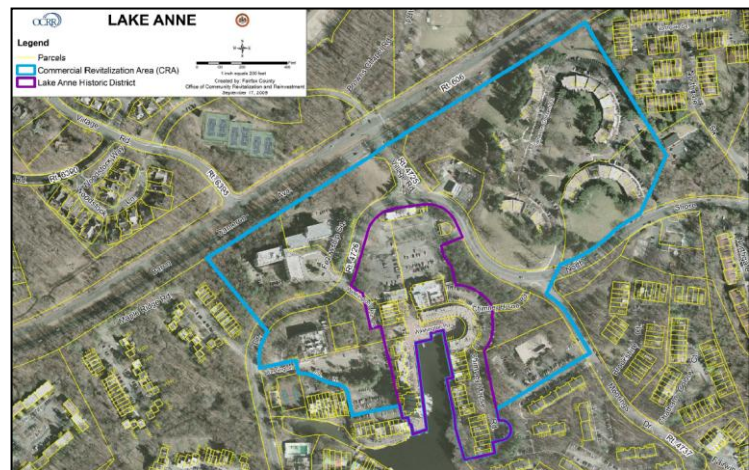


The Crescent Apartment Property is midway between Tysons Corner and the Washington Dulles International Airport, and enjoys excellent access and proximity to the Dulles Toll Road, the Fairfax County Parkway, and Wiehle Avenue. The site enjoys excellent proximity to retail, office, light industrial and hotel uses. The Crescent Property will benefit from the extension of the Metrorail Silver Line, and is within the growing Dulles Corridor and Reston Virginia real estate market. Specifically, the location is:

- 6 miles west of Tysons Corner
- 8 miles east of Washington Dulles International Airport (IAD)
- 1.5 miles to the Dulles Toll Road (VA Rt 267), and the Dulles International Airport Access Highway (DIAAH)
- 1.5 miles from the Fairfax County Parkway (SR 7100), Wiehle Avenue, and Leesburg Pike (VA7)
- 2 miles from the future Wiehle Avenue, and Reston Parkway Metrorail Stations; and, 3 miles from the Monroe-Herndon Metrorail Station
- 2 miles from both the Reston Town Center and the Town of Herndon
- 25 miles west of downtown Washington, D.C., and the Ronald Regan Washington National Airport (DCA)
- Close proximity to Route 66, and I-495

6.2. Description

The Crescent Property complex consists of five garden-style 3-story apartment buildings, containing a total of 181 units. One unit serves as the property's management office. The apartments were constructed from 1964 through 1966. The property fronts North Shore Drive and Barron Cameron Avenue with access from North Shore Drive. An ALTA Survey may be downloaded at the following website:

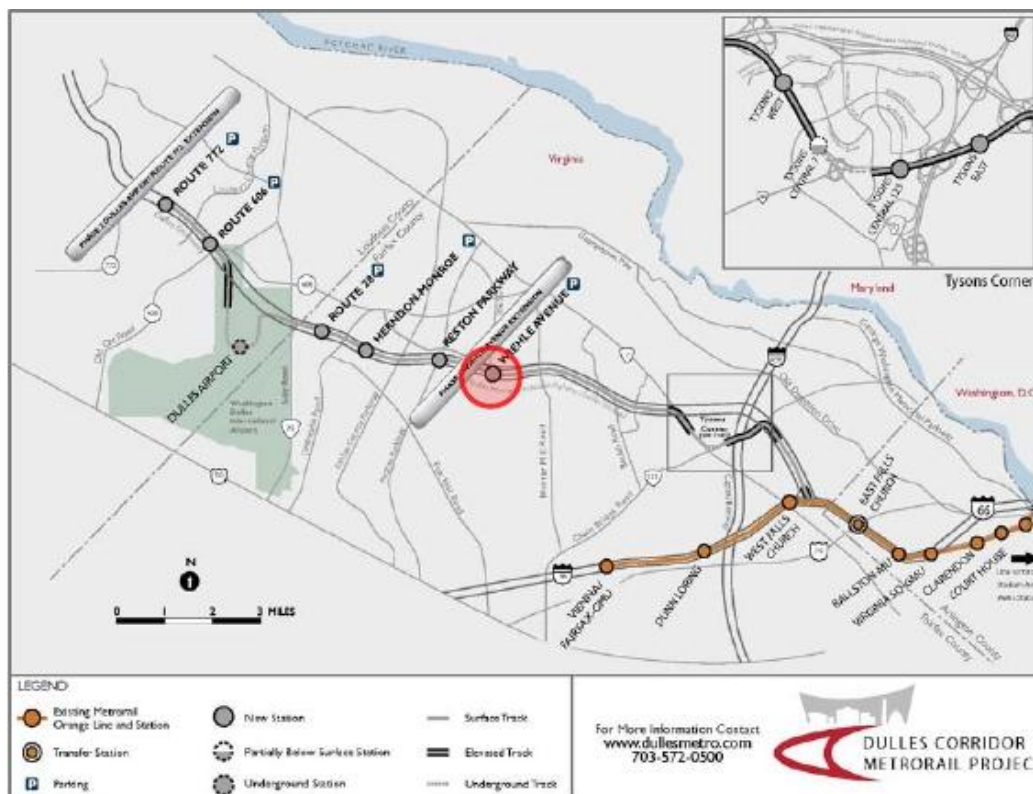


<http://www.fcrevit.org/lakeanne/download/CrescentApartmentsSurvey.pdf> Crescent Property prepared by Walter L. Phillips. The Fairfax County Comprehensive Plan provides the potential to build up to 935 residential dwelling units. The redevelopment is expected to serve as a catalyst for the revitalization of the LAVC, as well as to replace the existing affordable housing and create additional workforce housing.

6.3. Market

The Dulles Corridor, which includes Reston, Tysons Corner, and Dulles International Airport, is the high-tech center of the Washington Metropolitan Area. The corridor is home to Information Technology (IT), telecommunications and defense industries, as well as one of the fastest growing international airports in the United States. More than one-half dozen Fortune 500 companies have their national headquarters in the Dulles Corridor.

The Reston Town Center, which is located 2 miles from the Crescent Property, features full service Class A office space, residential apartments and condominiums, a vibrant mix of retail, and pedestrian walkways and public spaces.



6.4. Dulles Corridor Metrorail Project

The Washington Metro Area Transit Authority (WMATA) Dulles Corridor Metrorail Project is being developed under the auspices of the Commonwealth of Virginia through an agreement with the Metropolitan Washington Airports Authority (MWAA). MWAA is managing the operation and maintenance of the Dulles Toll Road and the construction of the Silver Line Metrorail extension. The WMATA is providing technical assistance and oversight to the rail project during construction and will be the owner and operator of the extension when it is ready for passenger service in 2013. The extension will serve Tysons Corner, Virginia's largest employment center; the Reston-Herndon area, the

state's second largest employment concentration; and, Loudoun County which is one of the fastest growing counties in the nation. It will provide connectivity of the corridor's four major centers including Tysons Corner, Reston, IAD, and Loudon County with the District of Columbia. The extension is expected to result in a 50% capacity increase in the person carrying capacity of the Dulles Corridor and attract approximately 100,000 riders daily.

- 6.4.1. Silver Line Phase 1 and Phase 2. The Silver Line extension will significantly enhance Fairfax County's connection to the Washington, DC region. The approximately 23-mile extension will seamlessly integrate with the current 106-mile Metrorail system, and be built in two phases. The 11.5 mile Phase 1, which will be completed in 2013, extends the Metrorail Orange Line from West Falls Church to stations in Tysons (e.g., Tysons East, Tysons Central 123, Tysons Central 7, Tysons West), and Reston (e.g., Wiehle Avenue). On an average weekday, an estimated 8,300 passengers are projected to board the Metrorail system at the Wiehle Avenue station with the total passenger activity, including station entries and exits, projected to be 17,000 per weekday. Until Phase 2 is completed, the Wiehle Avenue station will serve as the terminus for the Silver Line.

The 11.6 mile Silver Line Phase 2, scheduled for completion in 2016, extends the Metrorail through Reston and Herndon to Dulles Airport, and to Route 772/Ryan Road in eastern Loudoun County. This extension provides 6 stations (e.g., Reston Parkway, Herndon-Monroe, Route 28, Dulles Airport, Route 606, and Route 772/Ryan Road).

- 6.4.2. Multi-modal Transportation. In addition to Metrorail expansion, the future Wiehle Avenue station will also be served by multiple bus routes bringing passengers to the station. Also, the April 2008 Wiehle Avenue / Reston Parkway Station Access Management Plan shows the potential of a paved trail connection between the LAVC and the Wiehle Avenue station which will improve station area access for pedestrians and cyclists.

7. Background:

7.1. Lake Anne Village Center (LAVC) History

- 7.1.1. Lake Anne, a Planned Community. The planned community of Reston was founded by Robert E. Simon in the early 1960s. Familiar with the garden city movement in England and the United States, Mr. Simon designed Reston around the concept of clustering the community into five "villages", each with its own village center. The LAVC contains approximately 41 acres including the historically significant 149,000 s.f. Washington Plaza.
- 7.1.2. Washington Plaza. Built in 1965, Washington Plaza was the first area developed in the planned community of Reston, and is the focus of the LAVC. Centered on a man-made lake, Washington Plaza's mix of brick plaza, fountains, sculptures, fifteen-story Heron House and contemporary townhouses with retail uses on the first floor has the form and feel of a European waterfront community. The unique design of the Washington Plaza, its mix of uses (residential, commercial and institutional), and the then limited alternative commercial options in the vicinity contributed to its peak in commercial activity in the 1970s; however, increasing levels of competition, declining levels of commercial investment, limited visibility, physical maintenance issues and changing market dynamics have impacted its retail activity and vitality.

The unique design of the Washington Plaza, its mix of uses (residential, commercial and institutional), and the then limited alternative commercial options in the Reston vicinity contributed to its peak in commercial activity in the 1970s; however, increasing levels of competition, declining levels of commercial investment, limited visibility, physical maintenance issues and changing market dynamics have impacted its retail activity and vitality. Redevelopment of the Crescent Property will support the long-term economic viability of the local business community.

- 7.1.3. Lake Anne Historic Overlay District. A portion of the LAVC falls within the Lake Anne Historic Overlay District which is identified as a significant heritage resource,

and is listed as such in the Fairfax County Inventory of Historic Sites. The Fairfax County Architectural Review Board (ARB) reviews all improvements and alterations to structures within the Overlay District. The Historic District is identified in the Comprehensive Plan and includes part of Land Unit A and all of Land Unit F (See Section 7.2.2. for description of land units). In June 2011, the Virginia Board of Historic Resources, and the Virginia State Review Board endorsed the Historic District and Lake Anne for listing in the Virginia Landmarks Register and for forwarding to the National Park Service for nomination to the National Register of Historic Places. To view the nomination, go to:



http://www.dhr.virginia.gov/registers/BoardMinutesDraft_06-16-11.pdf

- 7.1.4. Crescent Property History. In February 2006, the BOS purchased the Crescent Property to further the County's mission of preserving and producing affordable workforce housing and to catalyze the revitalization of the LAVC through the Crescent Property redevelopment. The 181 affordable workforce housing units are currently affordable to households earning 60 percent (or below) of the area median income (AMI) as defined and published by HUD.

- 7.1.4.1. Property Lease. The property is leased to the Fairfax County Redevelopment and Housing Authority (FCRHA) pursuant to an agreement by and between the BOS and the FCRHA.
- 7.1.4.2. Property Management. HCD on behalf of the BOS and FCRHA is responsible for the property's management and daily operations. The Quantum Real Estate Management LLC, who is a residential management company specializing in HUD, tax-credit and municipal development, provides on-site project administration services.

7.2. Fairfax County Zoning Ordinance and Comprehensive Plan:

7.2.1. Zoning Ordinance.

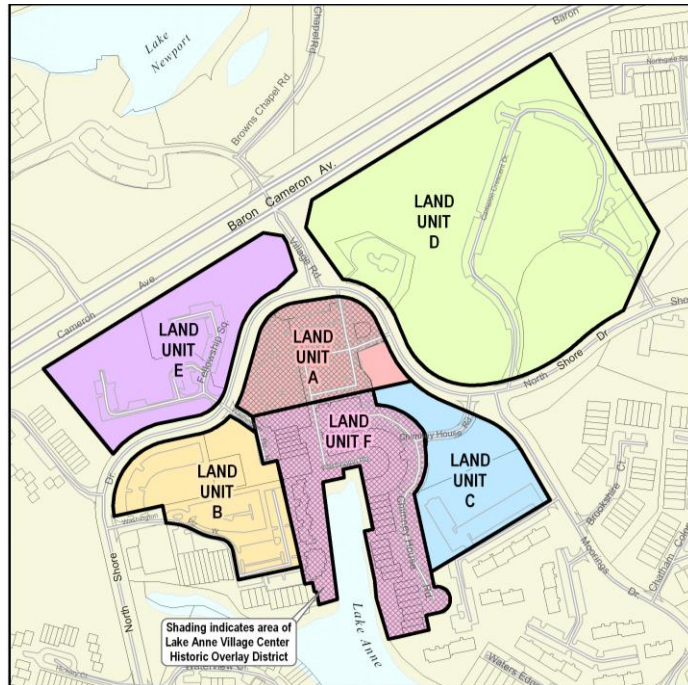
On October 12, 1998, the BOS amended the [Fairfax County Zoning Ordinance](#) to create five (5) Commercial Revitalization Districts (CRDs) and also designated in its Comprehensive Plan two (2) Commercial Revitalization Areas (CRAs), of which the LAVC is one. The purpose of these designations is to encourage economic development activities in the older commercial areas of the County by providing for specific regulations and administrative procedures to promote their continued viability through redevelopment and reinvestment. The CRA designation allows for facilitated administrative procedures for development review, for concurrent Comprehensive Plan amendments with zoning applications, and for special zoning ordinance provisions relating to parking reductions and area identification signage.

The LAVC is zoned to the [Planned Residential Community \(PRC\)](#) which, if the Development Plan for this site is amended, would allow for any of the redevelopment options under the Fairfax County Comprehensive Plan. The developer of a PRC benefits from flexibility of land use mix, level of density, and overall design.

7.2.2. Comprehensive Plan.

On March 30, 2009, the BOS adopted an amendment to the Comprehensive Plan text to guide the revitalization of the LAVC. The Plan recommendations are contained in the [Fairfax County Comprehensive Plan, 2007 Edition Area III Upper Potomac Planning District, Amended through 7-13-2009](#)

The Plan amendment revised the boundaries of the LAVC and the LAVC CRA. The Plan provides a maximum allowable density of 935 dwelling units in Land Unit D which contains the 16.5 acre Crescent property. The Plan recommendations provide guidance on the mix of uses and intensities designed to foster redevelopment of the LAVC in a well-designed, integrated, and efficient manner. The Plan text includes urban design guidelines



and guidance on the transportation network, the provision of affordable housing, green buildings, and infrastructure. Basic premises of the Plan encourage redevelopment that is supportive of the unique character of the historically significant Washington Plaza.

The Fairfax County Comprehensive Plan area-wide and site-specific recommendations divide the LAVC into six (6) land units. The LAVC CRA encompasses the entire boundary of the LAVC. The Crescent Apartment site is located in Land Unit D.

Land Unit A. This land unit consists of the area north of Washington Plaza, the majority of which is located within the LAVC Historic Overlay District. It contains approximately 3.56 acres and includes the surface parking lot that serves the uses on Washington Plaza, dedicated open space owned by the Reston Association (RA), the Association of School Business Officials (ASBO Building), 1601 Washington Plaza LLC, and Lake Anne of Reston, A Condominium (LARCA), which owns the building and land where the condominium owner-occupant (JMM LLC) 24-7 Convenience Market is located. The parking area is one of the common elements of LARCA.

Land Unit B. Located on the south side of North Shore Drive, immediately to the west of Washington Plaza, Land Unit B contains one office building (the Lake Anne Professional building), two vacant parcels and a large surface parking lot that provides parking for Heron House and the Quayside building.

Land Unit C. Located on the south side of North Shore Drive, immediately to the east of Washington Plaza, the Land Unit C contains the Buddhist Compassion Relief TZU-CHI (a religious institution) and dedicated open space.

Land Unit D. Located to the northeast of the Washington Plaza, Land Unit D contains the Crescent Apartments, and an operating gas station. A maximum of 935 dwelling units are planned for Land Unit D.

Land Unit E. Located to the northwest of Washington Plaza, Land Unit E contains approximately 5.97 acres and is comprised of two parcels of land. Fellowship Square Foundation, Inc. owns both parcels which are known collectively as the Fellowship House Senior Housing development, a multi-wing high-rise building complex containing 240 units built in the 1970s. Adding to the unique mix of housing opportunities in the Village Center are Lake Anne Fellowship House I and II. The Fellowship Square Foundation, Inc., owner and operator of Lake Anne Fellowship House, is a not-for-profit Corporation whose principal activity is the operation of five Fellowship Houses in the Metropolitan Washington, D.C. area. The Lake Anne Fellowship House is a government assisted apartment complex designed for individuals with limited income who are over 62 years of age or who are handicapped or disabled. The Lake Anne Fellowship House was constructed in two sections. Lake Anne Fellowship House, with 140 apartments, opened in 1970; and, Lake Anne Fellowship House II opened in 1976, adding 100 units and a common social hall. Needed maintenance repairs, and the cost of these repairs is an issue related to the aging infrastructure on this property.

Land Unit F. Land Unit F comprises the core of the LAVC Historic Overlay District. This land unit consists of the development along Washington Plaza, which includes a mix of residential, retail, office and civic uses, together with the residences along Chimney House Road, and is not planned to be redeveloped. The uses along the plaza include the 15-story Heron House, a high-rise residential condominium; three story "live-work" units with retail and office uses at the ground level and residential uses on the upper levels; and a variety of community-serving retail uses, office condominiums, the Millennium Bank, the Washington Baptist Church, the Reston Community Center, and a child care center.

7.2.3. Comprehensive Plan Options

The Comprehensive Plan contains alternative options; the preferred approach to the redevelopment of the LAVC is through the Full Consolidation Option which entails the full consolidation and coordinated redevelopment of Land Units A, D, and E, at the minimum. In the event that the full consolidation of the Land Units A, D and E is not achievable, partial consolidation of these and the other land units are encouraged (the Redevelopment Option). Any partial consolidations should be logical and of sufficient size to achieve a well-designed layout that does not preclude the development of unconsolidated parcels in conformance with the Plan.

The Land Unit recommendations in the Plan text provide guidance for each specific Land Unit. Each Land Unit, with the exception of Land Unit F (the existing Washington Plaza) has a redevelopment option.

7.2.3.1. Full Consolidation Option.

The Full Consolidation Option would allow up to 1,334 additional residential units and up to 177,000 SF of additional commercial space, resulting in a total of 1,755 residential units and 247,000 SF of commercial space. These figures do not include the residential units in Land Unit F or the approximate 40,000 SF of commercial space currently existing within Washington Plaza. Under the Full Consolidation Option, the development potential of each land Unit can be located anywhere within the three Land Units to best suit the proposed redevelopment.

7.2.3.2. Redevelopment Option.

The Redevelopment Option would allow a total of 1,415 residential units and 221,000 SF of commercial uses. These figures do not include the residential units in Land Unit F or the approximate 40,000 SF of commercial space currently existing within the Washington Plaza.

(Reference Section 7.2.3.2.1. *Comprehensive Plan Land Unit Recommendations*)

7.2.3.2.1. Comprehensive Plan Land Unit Recommendations.

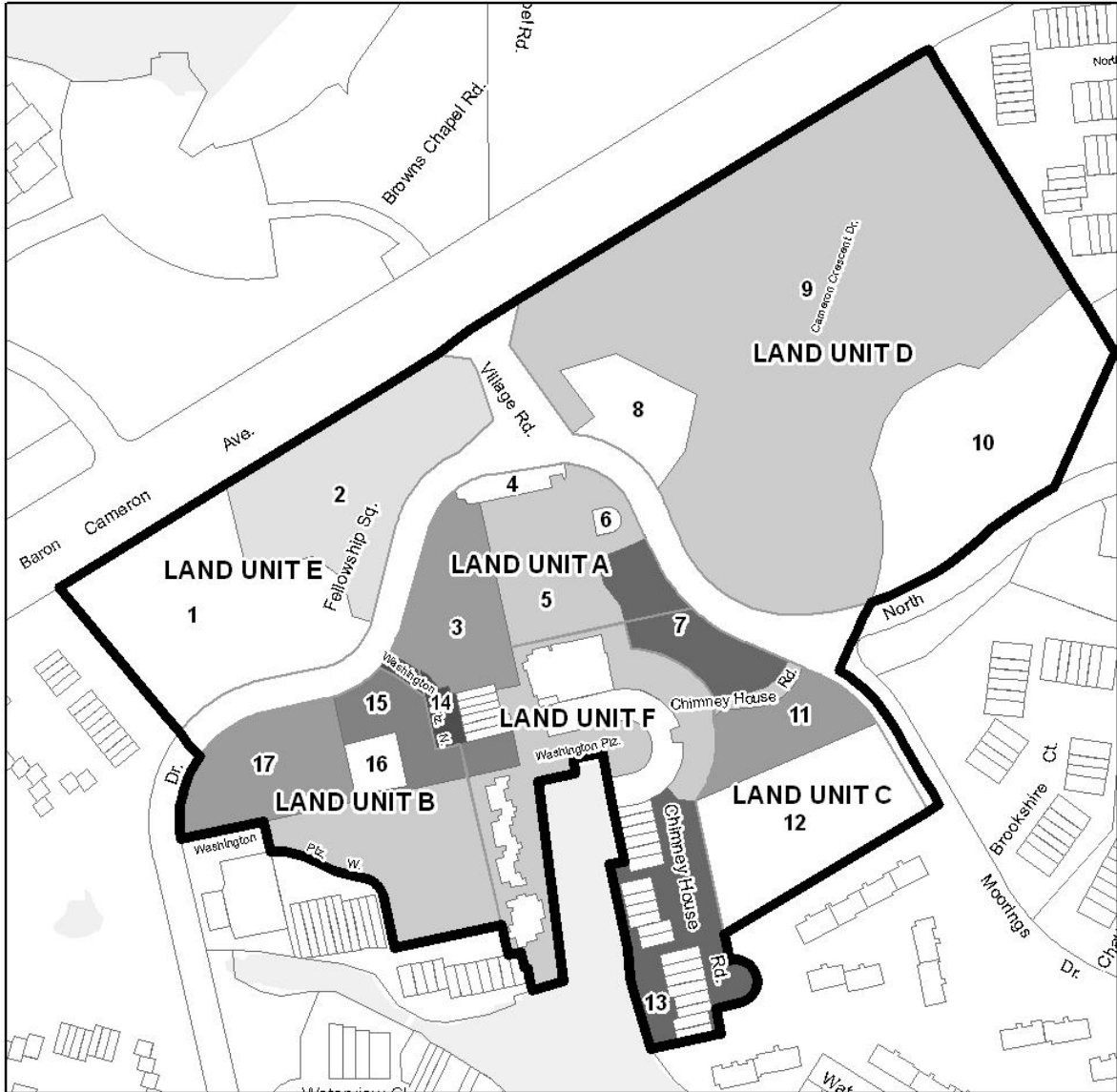
Land Unit Recommendations under Full Consolidation and Redevelopment Options

(Note: Commercial refers to office and retail.)

LAND UNIT RECOMMENDATIONS FOR FULL CONSOLIDATION & REDEVELOPMENT OPTIONS		
Land Unit	Full Consolidation Option	Redevelopment Option
A 3.6 acres	Residential 175 Units/210,000 SF Commercial 105,000 SF Total FAR = 2.0	Residential 125 Units/150,000 SF Commercial 85,000 SF Total FAR = 1.5
B 4.2 acres	Residential 120 Units/144,000 SF Commercial 130,000 SF Other - Includes redevelopment of Lake Anne Professional Building - Maximum Retail Allowed 5,000 SF Total FAR = 1.5	Residential 120 Units/144,000 SF Commercial 130,000 SF Other - Includes redevelopment of Lake Anne Professional Building - Maximum Retail Allowed 5,000 SF Total FAR = 1.5
C 3.8 acres	Residential 100 Units/120,000 SF Total FAR = 1.3	Residential 100 Units/120,000 SF Total FAR = 1.3
D 17.3 acres	Residential 935 Units/1,122,000 SF Commercial 8,000 SF Total FAR = 1.5	Residential 750 Units/900,000 SF Commercial 4,000 SF Total FAR = 1.2
E 6.0 acres	Residential 425 Units/510,000 SF Commercial 4,000 SF Total FAR = 2.0	Residential 320 Units/384,000 SF Commercial 2,000 SF Total FAR = 1.5
F 5.75 acres		
Total Potential Development 34.9 acres	Residential 1,755 Units/2,106,000 SF Commercial 247,000 SF	Residential 1,415 Units/1,698,000 SF Commercial 221,000 SF

7.3. Ownership
Land within the LAVC is owned by a number of parties.

7.3.1. LAVC Ownership Map



7.3.2. LAVC Ownership Map Key

Source: Fairfax County Department of Tax Administration, Real Estate Division (except as noted)

LAND OWNERSHIP MAP KEY			
Map Key	Property Owner	Tax Map ID Number	Acres
1	Fellowship Square Foundation Inc.	17-2 ((01)) 3	3.37
2	Fellowship Square Foundation Inc.	17-2 ((01)) 2	2.59
3	1601 Washington Plaza LLC	17-2 ((07)) 6B3	1.49
4	Association of School	17-2 ((07)) 6B2	0.21
5	Lake Anne of Reston Condominiums (LARCA)	Common Area	(5.75*)
6	LARCA (JMM LLC – condo owner-occupant)	17-2 ((31)) 1645	.0 (0.05**)
7	Reston Homeowners Assn.	17-2 ((08)) 6C	1.01
8	G and K Inc.	17-2 ((01)) 7	0.86
9	Board of Supervisors Fairfax County	17-2 ((16)) 1A	13.11
10	Board of Supervisors Fairfax County	17-2 ((14)) (1) 2G	3.38
11	Reston Home Owners Assn.	17-2 ((23)) 11	0.89
12	Buddhist Compassion Relief TZU-CHI	17-2 ((23)) 1	2.19
13	Washington Plaza	17-2 ((09)) 6A	1.30
14	Washington Plaza	17-2 ((06)) 6E	0.24
15	Church Baptist Washington	17-2 ((05)) 6D	0.85
16	Monteverde LLC	17-2 ((05)) 6D1	0.23
17	Monteverde LLC	17-2 ((01)) 2A	1.41

* Acreage for LARCA Common Area is calculated to be 5.75 acres.
Source: Fairfax County Government GIS and Mapping Services

** Acreage for 17-2 ((31)) 1645 parcel is calculated to be .05 acres.
Source: Fairfax County Government GIS and Mapping Services

8. Project Vision, Goals and Requirements:

8.1. Project Vision

The redevelopment of the Crescent Property is intended to preserve existing affordable housing, create additional workforce housing, and serve as a catalyst for the revitalization of the LAVC CRA. The Crescent site provides the potential to construct up to 935 residential dwelling units in accordance with the Fairfax County Comprehensive Plan, and it is expected that the new residential development will generate energy, synergy and investment that has been a goal for the LAVC for over a decade. While the ideal scenario would be for adjacent land owners and developers to participate collectively in consolidation, land assembly and redevelopment, this is not a prerequisite for the success of the Crescent redevelopment. The addition of a significant number of new residents at the Crescent site alone will stimulate retail and commercial demand and activity at LAVC. The redevelopment of the Crescent will begin the implementation of the vision for the LAVC CRA that is set forth in the Comprehensive Plan. While the ideal scenario is preferred, the redevelopment of the Crescent Property, even as a stand-alone project, is an important and critical first step to revitalize the LAVC.

It is expected that the redevelopment of the Crescent Property will be an innovative and imaginative mixed-income residential development that will:

- Embrace the objectives of the Comprehensive Plan to bring more residents and day-time employees to Lake Anne to promote a vibrant community where people can live, work and play
- Create a development that compliments the existing Lake Anne developments
- Result in a high-quality development in terms of site design, building design and materials, and appropriately sited open space
- Ensure that diverse housing options exist in Lake Anne, including senior, workforce and affordable housing
- Enhance pedestrian and bicycle connections throughout the LAVC area

The Crescent redevelopment should incorporate imaginative and sophisticated architecture and design features. Streets, sidewalks, and pedestrian areas should be designed to be “people-friendly” with special features, shade trees, walking paths, fountains and public art. Such design features should incorporate innovative uses of building heights, building mass and spacing, building materials, and views to enhance the relationship of the facilities with each other and Lake Anne, as well as with the adjacent offsite residential and commercial areas.

8.2. Project Goals and Requirements

Fairfax County’s primary goals for the Crescent redevelopment include:

- Revitalization of the LAVC
- Preservation of affordable housing and creation of new workforce housing,
- Accessibility
- Consolidation
- Quality design
- Receipt of market value

8.2.1. Revitalization of the LAVC

The redevelopment of the Crescent site should catalyze the revitalization of the LAVC by bringing more residents to Lake Anne. New residents will create a market for the businesses and retailers of Lake Anne.

- 8.2.2. **Preservation of Affordable Housing and Creation of New Workforce Housing**
 The redevelopment of Crescent Apartments should preserve affordable housing units and create additional workforce housing on the site. Affordable and workforce units should be spread throughout the development in a realistic market-based approach. The proposed development must replace the existing 181 affordable housing units, as follows:
- a. 10% of 181 units shall be affordable to households earning up to 30% of Area Medium Income (AMI)
 - b. 20% of 181 units shall be affordable to households earning up to 50% of AMI
 - c. 70% of 181 units shall be affordable to households earning up to 60% of AMI

Phasing of development is acceptable; however, if redevelopment is phased, as the existing 181 units are razed, they should be replaced on a 1 to 1 basis with the above specified 30%, 50%, 60% AMI unit mix as redevelopment occurs. Any costs associated with the relocation of existing residents shall be paid by the Developer in accordance with the Fairfax County Relocation Guidelines which may be accessed at the following website:

http://www.fairfaxcounty.gov/rha/ffx_county_relocation_guiderev_2010.pdf

Developers will be required to provide housing solutions which accommodate residents during the temporary displacement or provide permanent housing as the case may be.

Regardless of whether the proposal is submitted pursuant to the Full Consolidated or Redevelopment Option, as identified in the Comprehensive Plan, in addition to the 181 replacement units 20% of the total non-replacement units to be provided on the Crescent Property, shall be affordable, pursuant to the County's Affordable Dwelling Unit Program as required in [Sect. 2-800 of the Fairfax County Zoning Ordinance](#), and the [Board of Supervisors' Workforce Dwelling Unit Administrative Policy Guidelines](#).

Unit Affordability	Consolidated Density	Unconsolidated Density
Total Units	935 units	750 units
Replacement Units	181 units	181 units
Workforce Dwelling Units (WDU) Affordable Dwelling Units (ADU)	151 units	113 units
Market Rate Units	603 units	456 units

- 8.2.3. **Accessibility**
 A minimum of 5% of all units shall be fully accessible. The accessible units can be provided within the affordable units.
- 8.2.4. **Consolidation**
 The County will consider proposals for the redevelopment of all or a portion of the Crescent Property or for the Crescent Property combined with other properties in the LAVC. The County's preference is to redevelop the entire 16.495 acre Crescent Property, and for offerors to consolidate the Crescent Property (located in Land Unit D) with adjacent Land Units A, E and/or the remaining portion of Land Unit D. Offerors pursuing consolidation should research and work directly with the other land owners to understand the issues, willingness, terms and conditions, and

timelines associated with each property owner regarding the proposal to include their land in a coordinated redevelopment of the Crescent Property.

It is recognized that the owners of the adjacent Land Units might not be willing or able to participate in a consolidated redevelopment. Although consolidation of adjacent land is preferred, the County, in its desire to move the Lake Anne revitalization process forward, will consider the redevelopment of the Crescent Property pursuant to the Comprehensive Plan's "Redevelopment Option" if consolidation cannot be effected in a timely manner or without risk to the redevelopment of the Crescent Property. Accordingly, the County will consider proposals for the redevelopment of all or a portion of the Crescent Property.

If a proposal is for the development of a portion of the Crescent Property, Offerors must demonstrate that development of that portion will not impede or prevent future development of the remaining Crescent Property, and the Land Units A and E in an integrated and cohesive manner in conformance with the Comprehensive Plan.

8.2.5. Design

The Comprehensive Plan text includes urban design guidelines and guidance on the transportation network, green buildings, and infrastructure. Basic premises of the Plan are to encourage redevelopment that is supportive of the unique character of the historically significant Washington Plaza; to provide pedestrian access through and among parcels; to encourage road realignments and safety improvements; and to construct structured parking in strategic locations that would support the LAVC.

The County encourages high-quality development in terms of site design, building design and materials and appropriately sited open space amenities to create a unique urban character. The County has an appreciation for high quality design and does not wish to constrain the flexibility of offerors in devising innovative approaches which combine high quality design - including attractiveness, durability, maintainability and sustainability - with economical design concepts and construction techniques; however, the design must:

- a. Provide the highest quality of site design, materials and design features that are sensitive to, and preserve the character of the LAVC, and that will result in a vibrant community where people are encouraged to live, work and play
- b. Incorporate innovative uses of building heights, building massing, spacing, and views to enhance the relationship of the facilities to each other, to Lake Anne, and to the adjacent offsite residential and commercial areas
- c. Encourage the creation of expanded or additional urban open spaces to accommodate community events.
- d. Incorporate features of universal design and full accessibility.
- e. Recognize and address the appropriate transition between high-rise and low-rise development within the Crescent site, as well as to the adjacent off-site communities. Provide a design that is respectful of Washington Plaza.
- f. Incorporate features of sustainable design principles consistent with Fairfax County's green building standards that incorporate green building techniques and low impact site development.

- g. Address historic structures within Land Unit A (if pursuing a Consolidation that includes Land Unit A) which are contributing properties to the LAVC Historic Overlay District; as such, development plans which include Land Unit A should seek to retain and adaptively reuse, to the greatest extent possible, the historic buildings on the site in such a way as to preserve the historical integrity of the site.
- h. Optimize pedestrian, and bicycle connections between the buildings on the Crescent Property and Washington Plaza, the future Metrorail Stations, and other Multimodal Transportation Centers
- i. Address transportation improvements, including any proposed or future roadway reconfigurations and/or realignments; pedestrian and vehicular connectivity; permanent parking solutions; and interim parking solutions during the proposed project's construction that result in minimal disruption to residential and non-residential uses
- j. Identify the anticipated impacts that the development will have, if any, on the surrounding neighborhoods and propose appropriate mitigation measures

8.2.6. Receipt of Market Value

It is anticipated that the County will retain ownership of the land and will provide a long term unsubordinated ground lease to the developer. The annual ground lease payment should reflect market value. The County may also consider sale of all or a portion of the property at market value.

9. Transaction Structure:

- 9.1. While other ownership arrangements may be considered to accommodate different housing types and development occurring on different portions of the site, the County anticipates that proposals will include provisions wherein some or all of the Property would be leased under a long term unsubordinated ground lease arrangement. If such ground lease is acceptable to the County for all or part of the Crescent Property, upon expiration of the ground lease, all buildings and improvements contained in the ground lease area shall revert back to the County; any financing shall be secured only on the ground leasehold interest; there shall be no financing on the County's fee interest; the agreement shall present no cost or risk to the County; the Successful Offeror shall be responsible for all engineering, design, rezoning costs (and operating and maintenance costs on any leasehold portion); and, shall incur all risk of development, construction (and operating and maintenance cost on any leasehold portion). In the event that an Offeror proposes to utilize bond financing, the bonds shall be issued by FCRHA.

10. **Proposal Submission Requirements:**

10.1. Structure & General

Proposals must be printed on 8.5 by 11 inch paper and bound in two separate binders. Binder 1 contains the Technical Proposal and Binder 2 contains the Financial Proposal. The offeror must also submit one copy of the proposal in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

It is the offeror's responsibility to clearly describe the project it proposes to develop in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness, is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety, and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages offerors to use recycled paper, wherever possible.

By executing the proposal cover sheet (DPSM32), the offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

Each offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the offerors response to the RFP may result in the disqualification of the offerors proposal.

10.2. Binder 1: Technical Proposal

The offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Technical Proposal. The Project has not been officially named by the County, and offerors may refer to the Project throughout their application materials by the name of their choosing.

10.2.1. Transmittal Letter

A letter signed by an authorized officer of the development team to make a binding commitment for the Developer without the consent or joiner of any other party or authority. Transmittal Letter should state that the Proposal is valid for 180 days and that, if selected, the Developer will negotiate in good faith with Fairfax County.

10.2.2. Completed DPSM Proposal Forms (Proposal Cover Sheet DPSM32, Appendices B-1, B-2, B-3, B-4 and B-5)

10.2.3. Table of Contents

10.2.4. Executive Summary excluding all financial information (five pages maximum)

10.2.5. Development Team Information

10.2.5.1. *Development Team Overview and Organizational Structure* – Offerors shall provide a company overview for each member of the proposed Development Team. Offerors must identify the lead Developer and the role of each member of the Development Team, as well as the proposed Project Manager and project architect.

Offerors shall provide an organizational chart and narrative description that identifies the proposed team structure clearly delineating relationships between reporting roles. Summary qualifications of key project staff should be included as well as a description of their role on this project and relevant experience.

- 10.2.5.2. *Past Performance* - Offeror's qualifications should demonstrate expertise, financial capacity and proven experience in multi-family residential development, mixed-income/affordable housing development and management, public-private partnerships, successful procurement of federal tax credit funding, and master planned developments. If a consolidated plan is proposed, offerors should demonstrate expertise and experience involving development of office and retail as well as land assemblages and historic district redevelopment.

Offerors must provide illustrative materials on five (5) recent projects of similar or comparable scope with specific emphasis on residential development projects with affordable housing components in the region over the past 10 years. Past Performance examples shall include at a minimum:

- a. Name/address/location of project
- b. Development team members including lead developer, project architect, general contractor, lender(s) and equity provider(s)
- c. References including names, addresses, telephone numbers and email addresses and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of the project as well as prior projects
- d. Site plan, photographs, project renderings
- e. Evidence of design excellence and inclusion of sustainable design features
- f. Development scope
 - i. Land area (square feet)
 - ii. Square footage of buildings (broken down by product type)
 - iii. Residential unit mix (market rate units and below market rate units)
 - iv. Parking spaces and orientation (above grade structured, surface, below grade)
 - v. Construction type (high rise, mid-rise, low rise)
- g. Development costs (excluding land costs)
 - i. Total project development costs
 - ii. Hard costs by product type (total and \$ / s.f.)
 - iii. Soft costs
 - iv. Development fees
- h. The sources and amounts of project funding
- i. Project timeline from initial planning to land acquisition to construction completion and lease up/sale as well as current project status

- j. Challenges associated with the project
 - k. Statement of how the project compares to the Crescent Apartments Redevelopment
 - l. Development structure – if the project was a Public-Private Partnership, offerors must provide the following information:
 - i. Whether the project was in response to an open solicitation
 - ii. Total consideration to the government including but not limited to:
 - a. Land value (initial proposal and final negotiated agreement) – amount, methodology for establishing amount (if applicable), timing of payments
 - b. Affordable housing
 - c. Other public benefits - list and identify the cost of each (i.e. public parking, public facilities, etc.)
 - iii. If the project received public financial assistance, provide the following information:
 - a. Form and structure of public financial assistance (i.e. tax-exempt bonds, below market debt, guarantees and other types of credit enhancement, grants, Tax Increment Financing, Payments In Lieu Of Taxes, etc.)
 - b. Amount of assistance / subsidy
 - c. Timing of assistance – when were the funds contributed (as applicable)
 - d. Initial proposed amount, timing, and terms
 - e. Final negotiated amount, timing, and terms
 - m. Any factual measures of success including but not limited to:
 - i. Initial budget vs. final cost
 - ii. Projected Net Operating Income (NOI) for first stabilized year (and projected year) vs. actual stabilized NOI (and actual year of stabilization)
 - iii. Satisfaction of public entity (where applicable, demonstrate through past performance review)
- 10.2.5.3. A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy, and an explanation of each default or bankruptcy.
- 10.2.5.4. Detailed information regarding any criminal indictments or felony convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team.
- 10.2.6. Development Plan
The Development Plan should demonstrate an understanding of the site's opportunities and constraints, the type of development best suited for the site, and a realistic, market based phasing approach. The Development Plan must include at a minimum, the following:
- a. Narrative description of the offerors vision for the project,

- b. How the Development Plan addresses each of the County's vision, goals and requirements addressed in Section 8 of this RFP;
- c. Proposed development program - Offerors must complete the Development Program Summary Sheet and Residential Unit Matrix in Appendix C of the RFP;
- d. Market overview supporting the proposed development program;
- e. Existing conditions (e.g., infrastructure, utilities, external and internal access, topography), including those that may facilitate or impede retaining portions of the existing buildings as development occurs;
- f. The anticipated impact that the development will have, if any, on public facilities, public improvements, and the surrounding properties;
- g. For a proposal that includes property in addition to the Crescent Property, offerors must demonstrate the ability to include such land in the project;
- h. Offerors should address how their development plan achieves each of the County's Design goals enumerated in Section 8.2.5 of this RFP.
- i. A phasing plan that indicates areas and uses to be developed;
- j. Detailed description of the design/construction quality of the affordable units, workforce housing units, market rate units, commercial/retail space (if applicable) and overall site/public infrastructure amenities;
- k. Identification of costs associated with proposed site/public infrastructure amenities;
- l. Proposed planning of infrastructure costs (e.g. proffers, public art, walkways, etc.).

10.2.7. Site Plan and Renderings

Offerors must submit a proposed conceptual site plan and building renderings as well as a description of land uses for all subject parcels. Additionally, a full color visual of the site plan 2' by 3' in size must accompany the Technical Proposal. The visual must be flat folded and be a maximum of four sheets. The site plan and supporting graphics must portray the layout, the visual character of the proposal design, and the relationship to adjacent properties, as well as a narrative that explains the concept and organizing principle. The plans must also include the following elements:

- a. Location and dimensions of paved surfaces and open space areas;
- b. Location of existing and proposed dimensions of parking areas and drive aisles, driveways, curb cuts, easements and rights-of-way, walkways, transit stops, and bicycle parking areas;
- c. Pedestrian and vehicular infrastructure improvements; permanent parking solutions; and interim parking solutions during the proposed project's construction that result in minimal disruption to residential and non-residential uses, if any.

If a proposal is for the development of a portion of the Crescent Property, offerors must submit a conceptual site plan, and a description of land uses that demonstrate that development of that portion will not impede or prevent future development of the remaining Crescent Property, and remaining Land Units A and E in an integrated and cohesive manner in conformance with the Comprehensive Plan.

10.2.8. Operations, Maintenance and Property Management Plan

Offerors must submit an operations, maintenance, and Property Management Plan that will describe the strategies and costs associated with property operations, maintenance, and management. The plan should describe operations, utilities and maintenance budgets for annual operations, county services, furnishings, maintenance and repair, and utilities.

10.2.9. Project Schedule

Offerors must submit a Project schedule, detailing the duration (in number of months) and dates for key milestones beginning at initial selection (assume July 2, 2012) through stabilized occupancy of the completed buildings. The Project Schedule must clearly distinguish activities and events which are specific to each phase of development if multiple phases are proposed. Offerors must identify the anticipated time required for each governmental approval. The Project Schedule must identify the anticipated dates and outside dates of conveyance for each phase of development (as applicable), timing of payments to the County as well as the number of months from conveyance of each phase of the Crescent Property that the payments will occur. The Project Schedule must address at a minimum, the following:

- a. Concept plan preparation, review and approval by County staff;
- b. Development Plan preparation, review and approval by County staff;
- c. Local governmental approvals and actions (zoning, site plan, etc.);
- d. Project financing plan approval;
- e. Schematic design, design development and construction drawing preparation and approval;
- f. Permitting process;
- g. Project construction period (per phase, as applicable);
- h. Initial occupancy (per phase, as applicable);
- i. Final/stabilized occupancy (per phase, as applicable).

10.2.10. Community and Stakeholder Outreach Strategy

Each offeror must describe their understanding and approach to soliciting feedback and obtaining support from the County, community groups and key stakeholders. If a Consolidated Plan is proposed, offerors must describe in detail their strategy for obtaining control of those properties.

The contractor shall be responsible for all aspects of community and stakeholder outreach including the development of presentation materials, meeting schedule and scheduling, meeting logistics.

The community and stakeholder outreach strategy should address:

- a. Sequential steps required to create a successful Development
- b. Milestones and key decision points
- c. Projected frequency of meetings/presentations between the Developer and:
 - i. County Staff
 - ii. Task Force / Advisory groups, if any
 - iii. Public Meetings, Public Presentations, and Public Hearings
- d. Presentation
- e. Anticipated use of outside consultants, as needed (expenses related to outside consultants will be the sole responsibility of the selected Developer)

10.2.11. Required Statements

Offerors must submit statements for the following:

- a. Compatibility with local land use requirements.
- b. The Project will conform to all applicable federal, state, and local laws, regulations and ordinances including all federal and relevant local environmental regulations.
- c. Identify the past, current or anticipated contractual or financial relationship of any member of the Development Team (including, but not limited to, the Developer partners or co-ventures) with Fairfax County. The Development Team must also disclose any contractual or financial relationship which may give the appearance of a conflict of interest.
- d. Describe the Developer's contact with Fairfax County regulatory staff (representatives' names and meeting dates) and the views and representations of the Fairfax County regulatory staff regarding the Project including any existing or anticipated permitting or zoning issues or concerns.
- e. Identify whether the Project's feasibility is contingent on any local, state, or federal government action or financial support (including a change in regulations; funding including guarantees, and issuance of tax exempt bonds; financing and credit enhancements; leasing of space; and the justification and process for obtaining government support).

10.2.12. Additional Information

Please include any other information to assist Fairfax County in its evaluation of the Proposal including a statement of why Fairfax County should select the Developer and its Development Team.

10.3. Binder 2: Financial Proposal

The offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Financial Proposal.

10.3.1. Table of Contents

10.3.2. Proposed consideration to the County including but not limited to:

- a. Non-contingent fixed payments to the County
 - i. Amount of each payment
 - ii. Timing of each payment expressed as number of months following conveyance of the Crescent Property
- b. Other direct payments to the County (please provide description)
- c. Affordable and workforce housing unit mix including unit count and square footage for each unit type and affordability level (Complete Appendix [GC](#) - Development Program Summary Sheet)
- d. Other public benefits (Please provide description)

10.3.3. Financial Plan and Transactional Instruments

Offerors shall provide a description of its strategy for financing the project on a long-term basis including anticipated financing costs, discussion of the risks and benefits of the structure, long term outlook for project financial viability, and why this strategy is the most advantageous to the County. Proposals will address timing for execution of financing, and financing closure.

If a ground lease is proposed for all or part of the Crescent Property upon expiration of the ground lease, all buildings and improvements contained in the ground lease area shall revert back to the County. Any such proposal must address and demonstrate that any financing shall be secured only on the ground leasehold interest; there shall be no financing on the County's fee interest; the agreement shall present no cost or risk to the County.

10.3.4. Project Pro Forma

All financial models must be submitted to Fairfax County on CD as well as hard copy. Offerors must provide a complete project pro forma model in a single Microsoft Excel file ("Offeror Pro Forma(s)"). The offeror Pro Formas must detail the development scope, project financing, operating projections and capital events. All offeror Pro Formas must be dynamic with fully functioning linked formulas. Offerors shall limit hard coding to assumption inputs only which should be identified by blue text. The County may wish to perform sensitivity analyses on various assumptions within Offeror Pro Formas, therefore all formulas should be properly linked to hard coded assumptions.

The pro forma should include a cash flow statement detailing the pre-development, construction and operating period cash flows from project commencement through stabilization on a monthly basis including but not limited to:

- a. development costs
- b. payments to the County
- c. project funding draws
- d. rental or sales revenue
- e. operating expenses
- f. NOI
- g. debt service
- h. proceeds from sale or refinancing
- i. net cash flow available for distribution
- j. return on equity

All fees and income that the Developer, its partners and affiliates receive from the Project should be clearly shown by phase of development and product type. For residential rental units, the submission must include an absorption and lease-up schedule detailing the estimated absorption time.

10.3.5. Tax Impact

Offerors should provide a detailed financial analysis of the Project's impact on the tax base of Fairfax County, including a detailed calculation of the projected annual property taxes, sales taxes, fees and contributions and other local public income. (Note that a comprehensive financial analysis will occur during negotiations with the County. The Selected Developer will be required to update the financial analysis to reflect the Project approved by the County.)

10.3.6. Historical Financials

Copies of Developer's audited financial statements for the past three fiscal years.

10.3.7. Financial Qualifications

Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the names and addresses of at least three (3) commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries from Fairfax County. At least two (2) of the references should be lending institutions.

11. Copies and Submission:

- 11.1. One (1) original (duly marked) and ten (10) copies of the Technical Proposal and one (1) original (duly marked) and ten (10) copies of the Financial Proposal shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management (DPSM)
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Telephone: 703-324-3201

- 11.2. Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA, the DPSM current solicitation webpage. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

12. Late Proposals:

- 12.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

13. Proposal Evaluation Criteria:

The following evaluation factors will be used to evaluate offerors:

- 13.1. Replacement of 181 existing Affordable Housing units – minimum requirement
- 10% of 181 units reserved for families earning 30% AMI
 - 20% of 181 units reserved for families earning 50% AMI
 - 70% of 181 units reserved for families earning 60% AMI
- 13.2. Provision of at least 20% of the remaining (non-replacement) units as Workforce Housing pursuant to the County's WDU guidelines – minimum requirement
- 13.3. Provision of accessibility in at least 5% of all units
- 13.4. Role of redevelopment in overall LAVC revitalization
- 13.5. Proposed amount and timing of payments to the County – preference will be given to Offerors who propose the greatest non-contingent payments
- 13.6. Offeror qualifications and past performance
- 13.7. Consolidation of adjacent land units A, E, remaining portion of Land Unit D and/or other land units
- 13.8. Feasibility of proposed project, including financing
- 13.9. Degree to which the Development Plan meets or exceeds the County's goals as set forth in this RFP
- 13.10. Compliance with the Comprehensive Plan
- 13.11. Community and Stakeholder Outreach Strategy

14. Proposal Evaluation and Selection Process:

- 14.1. A Selection Advisory Committee (SAC) has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The SAC will conduct a preliminary evaluation of the Technical Proposals based on the evaluation factors listed above and in the RFP.

- 14.2. Based on the results of the preliminary evaluation, one or more offerors may be invited by the County Purchasing Agent to make an oral presentation to the SAC.
- 14.3. The County may request best and final offers from any or all offerors at which point the SAC will conduct a final evaluation and rank order the proposals deemed responsive.
- 14.4. The County may, at any time, request any additional information it deems relevant and/or necessary for the purposes of its evaluation and decision making process.
- 14.5. The County reserves the right to enter into competitive negotiations with one or more offerors.
- 14.6. As part of the competitive negotiation process, offerors may be requested to provide the County with more detailed designs, project specifications and cost models or other information deemed necessary by the County. Any additional information provided to the County will be at the sole risk and expense of the offeror.
- 14.7. The County reserves the right, at its sole discretion, to reject any or all proposals it deems incomplete or unresponsive to the submission requirements.
- 14.8. The designation of a Selected Developer will be based on the quality, clarity and thoroughness of the proposal and the degree to which it meets or exceeds the County's stated vision, goals and requirements and provides the County with the best value.

15. Trade Secrets/Proprietary Information:

- 15.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 15.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

16. Insurance:

- 16.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 16.2. The contractor shall, during the continuance of all work under the contract provide the following:
 - 16.2.1. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

- 16.2.2. The contactor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for pollution, explosion, collapse, and underground hazards, where required.
- 16.2.3. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- 16.2.4. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
- 16.2.5. The contractor agrees to maintain an Excess or Umbrella Liability insurance policy in the amount of \$10,000,000 as excess over the Commercial General Liability, Automobile Liability and Professional Liability insurance policies listed above. The Excess Liability policy must provide for the same coverages as provided in the primary policies. The contractor may elect to provide insurance coverage through primary policies along, so long as the same limits are maintained.
- 16.2.6. The contractor shall have Fairfax County added as an additional insured on all policies and provide certificates of insurance at the beginning of each policy year for the duration of the contract.
- 16.2.7. The contractor agrees to maintain Builder's Risk and Fire and Extended Coverage insurance against loss caused by the perils insured in the amount of 100% of the insurable value of all structures. Such insurable value shall reflect any increases in value through change orders. Such policy shall be in Builder's Risk Completed Value forms, including the following:
 - 16.2.7.1. Policies shall be written to include the names of the contractors and Fairfax County and the words "as their interest may appear,"
 - 16.2.7.2. All insurance shall be in effect on or before the date when construction work is to commence, and
 - 16.2.7.3. All insurance shall be maintained in full force and effect until the final acceptance of the Project by Fairfax County.
- 16.2.8. The contractor may maintain reasonable deductibles for all insurance. This will be determined by the contractor's demonstrated financial ability to pay losses within those deductibles.
- 16.2.9. Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contract has been issued on a "claims made" basis, the contractor agrees to provide certificates of insurance evidencing a period of two years after completion of the contract. The certificate of insurance shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under the

contract. In the alternative, the contractor may purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

16.2.10. Upon completion and occupation of any structure not wholly owned by Fairfax County, the contractor will maintain Commercial Property Insurance at full replacement value. This policy will include and endorsement for loss of rents at a level sufficient to maintain financial viability of the contractor in case of a loss.

16.2.11. The contractor shall ensure that all tenants who occupy space within the compound shall maintain Commercial General Liability insurance as outlined under section 16.2.2. of the RFP

16.2.12. Rating Requirements:

16.2.12.1. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the A. M. Best's key Rating of at least A:VI.

16.2.12.2. European markets including those based in London, and the domestic surplus line markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with A.M. Best's rating of A:VI or better.

16.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

16.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

16.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

16.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

17. CHANGES:

17.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

17.2. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

18. DELAYS AND SUSPENSIONS:

- 18.1. The County may direct the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
- 18.2. If the County does not direct the contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the contractor. The County may extend the contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
- 18.3. The contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

19. Access to and Inspection of Work:

- 19.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

20. Project Audits:

- 20.1. The contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- 20.1.1. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
- 20.1.2. In the event of a disagreement between the contractor and the County on the amount due the contractor under the terms of this contract;
- 20.1.3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the contractor's efficiency or effectiveness under this contract; and,
- 20.1.4. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the contractor that may result in a charge against the County.

- 20.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the contractor's books and records under the conditions stated above.
- 20.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 20.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 20.5. Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

21. Data Sources:

- 21.1. The County will provide the contractor all available data possessed by the County that relates to this contract. However, the contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

22. Safeguards of Information:

- 22.1. Unless approved in writing by the County Purchasing Agent, the contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the contractor under the final contract.

23. Order Of Precedence:

- 23.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

24. Subcontracting:

- 24.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us>; local chambers of commerce and other business organizations.
- 24.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

25. News Release by Vendors:

- 25.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

26. Americans With Disabilities Act Requirements:

- 26.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 26.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 27.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror that fails to provide the required information may not receive an award.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to this procurement and become a definite part of the resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY** -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services or contractual undertaking, enter into procurement negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any procurement ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. **DEFINITIONS-**

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, , dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, nonprofessional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. **BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. **WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the highest remaining bid shall be deemed to be the high bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the County denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
7. **MAILING OF BIDS** – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.
8. **COMPLETENESS**-To be responsive, a bid must include all information required by the solicitation.
9. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
10. **CONDITIONAL BIDS**-Conditional bids are subject to rejection in whole or in part.
11. **BIDS FOR ALL OR PART**-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
12. **TIME FOR RECEIVING BID**-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
13. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **PROHIBITION AGAINST UNIFORM PRICING**-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS**-Any information relative to interpretation of the requirements, specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a requirement or specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.
18. **BRAND NAME OR EQUAL ITEMS**-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County 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.
19. **FORMAL SPECIFICATIONS**-When a solicitation contains a specification which states no substitutes, no deviation the reform will be permitted and the bidder will be required to furnish articles in conformity with that specification.
20. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the requirements, specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
21. **FEDERAL SPECIFICATIONS**-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

22. **AWARD OR REJECTION OF BIDS**-The Purchasing Agent shall award the contract to the highest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent high bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:
- County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
 - General Conditions and Instructions to Bidders,
 - Special Provisions and Specifications,
 - Pricing Schedule,
 - Any Addenda/Amendments/Memoranda of Negotiations
24. **TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not be lower than the highest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

CONTRACT PROVISIONS

25. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - Extended upon written authorization of the Purchasing Agent and accepted by Contractor.
26. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
27. **TERMINATION OF CONTRACT FOR CAUSE**-
- If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
28. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
29. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent.
30. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
31. **DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to procure in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such procurements, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any loss incurred less than contract prices. Such procurements shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

32. **NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.
33. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
34. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
35. **VENDOR RELATIONS DIVISION**-
- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
 - b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
 - c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
 - d. As used in this contract, the term "minority business" means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
 - e. As used in this contract, the term women-owned business means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
 - f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
 - g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
36. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **CHANGES**-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine, in its sole discretion, an equitable adjustment.

38. **BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

39. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.
40. **PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
41. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

42. **GENERAL GUARANTY**-Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
43. **SERVICE CONTRACT GUARANTY**-Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
 - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
44. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment

shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit, or be a substitute for, the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

45. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or Offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the bidder or Offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or Offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
46. **LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7.1, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
47. **REGISTERING OF CORPORATIONS-**Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
48. **COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
49. **VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, Offeror or contractor 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 necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

50. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 - c. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 - d. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 - e. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

51. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or Offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or Offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

52. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent high bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

53. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or Offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

54. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

55. LEGAL ACTION-No bidder, Offeror, potential bidder or Offeror, or contractor shall institute any legal action until all statutory requirements have been met.

56. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

57. **PROFESSIONAL AFFILIATION**-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.
58. **DRUG FREE WORKPLACE**-During the performance of a 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 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP Checklist

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications (Binder 1 and Binder 2)
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).

Typed Name and Title

Signature

Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature Date

For Office Use Only:

- Company name and address: _____
- Amount of Contract Award \$ _____
- Fairfax County Department: _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your proposal. Contract award may not be made without it.

Certification Regarding Debarment or Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Business Classification Schedule

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____



**COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM**
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from Business Classification Schedule)

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 20, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal. Contract award may not be made without it.

Development Program Summary Sheet

	Apartment	Condominium	Other Use 1	Other Use 2
DEVELOPMENT SCOPE				
Building GSF				
Unit Count: Market Rate Units				
Unit Count: ADUs				
Unit Count: WDUs				
Unit Count: Total Units				
Parking Spaces: Surface				
Parking Spaces: Below Grade				
Parking Spaces: Above Grade				
DEVELOPMENT COSTS				
Hard Costs				
Site work (\$ / GSF)				
Infrastructure (\$ / GSF)				
Base Building (\$ / GSF excluding Parking)				
Unit Interiors (\$ / GSF)				
Parking Spaces: Below Grade (\$ / space)				
Parking Spaces: Above Grade (\$ / space)				
Other Hard Costs (add lines as necessary)				
Hard Cost Contingency (\$ / GSF)				
Total Hard Costs (\$ / GSF and \$ / unit)				
Soft Costs (\$ / GSF)				
Soft Cost Contingency (\$ / GSF)				
Development Fees (\$ / GSF)				

	Apartment	Condominium	Other Use 1	Other Use 2
Construction Interest/Capitalized Interest (\$ / GSF)				
Other Financing Costs (\$ / GSF)				
Other Development Costs (\$ / GSF)				
Total Development Costs (\$ / GSF and \$ / unit)				
PROJECT FINANCING				
Debt				
Equity				
Other Sources (specify)				
Total Project Sources				
OPERATING/SALES ASSUMPTIONS (2011 \$'s)				
Rental/Sale Rate: Market Rate Units (\$ / s.f.)				
Rental/Sale Rate: 30% AMI Units (\$ / s.f.)				
Rental/Sale Rate: 50% AMI Units (\$ / s.f.)				
Rental/Sale Rate: 60% AMI Units (\$ / s.f.)				
Rental/Sale Rate: WDU Units (\$ / s.f.)				
Operating/Sales Expenses (\$ / s.f.)				
NOI				
PROJECT RETURNS				
Going-In Cap Rate (NOI 2012 \$'s /Total Development Cost)				
Leveraged IRR				

Residential Unit Matrix

Unit Type - BDRM/BA (add lines as necessary)	Apartment		Condominium	
	# of Units	Unit Size (NSF)	# of Units	Unit Size (NSF)
Market Rate Unit Type 1				
Market Rate Unit Type 2				
Market Rate Unit Type 3				
Market Rate Unit Type 4				
Market Rate Unit Type 5				
30% AMI Unit Type 1				
30% AMI Unit Type 2				
30% AMI Unit Type 3				
30% AMI Unit Type 4				
30% AMI Unit Type 5				
50% AMI Unit Type 1				
50% AMI Unit Type 2				
50% AMI Unit Type 3				
50% AMI Unit Type 4				
50% AMI Unit Type 5				
60% AMI Unit Type 1				
60% AMI Unit Type 2				
60% AMI Unit Type 3				
60% AMI Unit Type 4				
60% AMI Unit Type 5				
WDU Unit Type 1 (specify AMI level)				
WDU Unit Type 2 (specify AMI level)				
WDU Unit Type 3 (specify AMI level)				
WDU Unit Type 4 (specify AMI level)				
WDU Unit Type 5 (specify AMI level)				