

February 1, 2023

Request for Proposals (RFP)
Town of Cape Charles
Library Building Redevelopment

- I. Introduction.** The Town of Cape Charles, Virginia, is requesting proposals for redevelopment of the Library Building.
- II. Project Overview & Scope.** The Town owns a Library Building and associated parcels on Mason and Randolph Avenues:
- Parcel 83A3-1-643A – Building on Mason Ave. (2,730 square feet, approx.)
 - Parcel 83A3-1-643B – Parking lot behind building (2,730 square feet, approx.)
 - Parcel 83A3-1-642B – Parking lot behind adjacent building (2,729 square feet, approx.)
 - Parcel 83A3-1-641 – Undeveloped lot on Randolph Ave. (5,561 square feet, approx.)
 - Parcel 83A3-1-644 – Undeveloped lot on Randolph Ave. (5,649 square feet, approx.)

A survey is attached.

The Cape Charles Memorial Library occupies the first floor (approx. 3,000 square feet) and the rear mezzanine (approx. 300 square feet). The front mezzanine (approx. 300 square feet) is currently used for municipal file storage. The third floor (approx. 2,800 square feet) is unoccupied. The Town desires to sell the building for redevelopment of the front mezzanine (file storage vacated) and third floor, while retaining the remaining areas for continued use as a library through condominium ownership, with the developer establishing the condominium as declarant. In addition to providing a condominium ownership proposal (required), the Town may also consider alternate proposals contemplating the Town's long-term lease back of the same space. In either case, library HVAC, electrical, water, sewer and other utilities should remain separate. A recent facility evaluation is available.

All parcels are zoned Commercial District, C-1. The second and third floor space can be commercial use by right or residential with a conditional use permit. As the library is not a commercial use, the first-floor entrance lobby would be available for ingress/egress to second and third floor residential. A separate first floor entrance is not required. Additionally, all parcels are within the Historic Overlay District.

The two parking lots and two undeveloped lots are available for inclusion in the proposed redevelopment. Access to the rear of the buildings on Mason Avenue must be maintained through a public ingress/egress easement. There is currently a narrow easement from Randolph Avenue. Our preference is to vacate this easement and establish an easement from Pine Street through the parking lots. Additionally, the two parking lots are utilized for trash collection for the library as well as several

adjacent commercial and residential properties. A shared trash management area must be included. Parcels incorporated in the redevelopment should be included in the proposed sales price.

- III. Elements of Proposal.** Redevelopment proposals must address the following:
- a. Intended use of the front mezzanine and third floor.
 - b. Other parcels to be incorporated in the redevelopment plan and intended use.
 - c. Compliance with the Cape Charles zoning ordinance, including parking, trash and historic requirements.
 - d. Compliance with the Virginia Uniform Statewide Building Code.
 - e. Access to the library and non-library portions of the building.
 - f. Public ingress/egress to the rear of the buildings on Mason Avenue.
 - g. Shared trash management area.
 - h. Ownership (and if applicable, lease) arrangement for retained library space.
 - i. Condominium unit price and projected condominium fee (and if applicable, lease price with principal terms and conditions).
 - j. Timeline for redevelopment.
 - k. Property purchase price.

IV. Instructions to Offerors.

A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. Submit one original, signed by an authorized representative, and three copies of the proposal addressing the following:

1. Each element enumerated in paragraph III, above.
2. Qualifications of the offeror, including time in the business and examples of previous projects of a similar nature.
3. Resumes of the principal personnel, including any subconsultants or subcontractors.

B. Offerors must promptly notify the Town of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP.

C. **A site visit is required** to ensure understanding of the properties involved.

C. For clarification or interpretation of this RFP, or to arrange a site visit, contact Mr. Bob Panek at 757-331-3259 ext. 19, or bob.panek@capecharles.org.

D. The proposal must be submitted to the Town of Cape Charles, 2 Plum Street, Cape Charles, Virginia 23310, in a sealed envelope clearly labeled **“Request for**

Proposals, Library Building Redevelopment ”. Deadline for submission is May 1, 2023.

E. The Town may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.

F. The Town has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of the offeror.

G. The Town is not liable for any costs incurred by any offeror in connection with this RFP or any response by any offeror in connection to this RFP. The expenses incurred in the preparation, submission, and presentation of the proposal are the sole responsibility of the offeror and may not be charged to the Town.

- V. Approval of Contract and Sale.** Proposals will be evaluated based on the factors contained in IV.A, above, and negotiations with one or more offerors. Sale of the property and a contract for redevelopment with the successful offeror will be approved by an ordinance adopted by the Town Council.

VI. Miscellaneous.

- A. Ownership of all data, materials, and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court. **However, the offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in rejection of the proposal.
- B. No information regarding the proposal records or the contents of proposals will be released except in accordance with Section 2.2-4342 of the Code of Virginia.

Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

- C. Any interpretation, correction or change of the RFP will be made by an addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. Addenda will be emailed or mailed to all who are listed as having received the RFP. Acknowledgement of receipt of all addenda issued and taken into consideration in the submittal of any proposal is required as part of the proposal package.
- D. No offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value.
- E. The Town may make investigations to determine the ability of the offeror to perform or supply the services as described in this RFP. The Town reserves the right to reject any proposal if the offeror fails to satisfy the Town that it is qualified to carry out the obligations of the proposed contract.
- F. The successful offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the Town to maximize participation by minority and women owned business enterprises in contracting opportunities.
- I. The successful offeror shall comply with all applicable Town, State and Federal laws, codes, provisions, and regulations.
- J. Providers of any subcontract services shall be subject to the same conditions and requirements as the successful offeror regarding law, code, or regulation compliance. The Town reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, proposers, contractors, and subcontractors are applicable to this RFP.

- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et. seq., of the Virginia Code are applicable to this RFP.
- M. All firms doing business in the Town are required to be licensed in accordance with the Business, Professional and Occupational Licensing (BPOL) Tax ordinance. Questions concerning business licenses should be directed to the Town Treasurer at 757-331-3259, X23.

VII. Contract Terms and Conditions. Below are terms and conditions applicable to any contract that may be awarded:

- A. Choice of Law and Venue: Any disputes that cannot be resolved between the Town and the Contractor must be resolved in the Courts of Northampton County, Virginia. The contract shall be governed by the laws of the Commonwealth of Virginia.
- B. Termination: It shall be the sole right of the Town to terminate the contract upon written notification to the Contractor.
- C. Modification: The contract shall not be amended, modified, or otherwise changed except by a written change order. Change orders may be proposed by either the Contractor or the Town.
- D. Nondiscrimination: In accordance with Section 2.2-4311 of the Code of Virginia, during the performance of this contract the Contractor agrees as follows:
 - 1. 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 nondiscrimination clause.
 - 2. 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.

3. 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.
 4. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- E. Unauthorized Aliens: In accordance with Section 2.2-4311.1 of the Code of Virginia, during the performance of this contract the contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. Insurance: The contractor shall purchase and maintain in force, at his own expense:
1. Workers' Compensation Insurance – Standard Virginia Worker's Compensation Policy.
 2. Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit coverage to include: Premises – Operations; Products/Completed Operations; Contractual; Independent Contractors; County and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.).
 3. Professional Liability Coverage (errors and omissions) - \$1,000,000 minimum.
 4. Automobile liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles the limit for any one accident or loss shall be \$1,000,000.

The insurance specified herein shall name the Town as additional insured regarding work performed under any Contract. All policies shall provide that the Town is to receive written notice by certified mail, thirty (30) days in advance of cancellation or alteration of any policy. The Contractor shall provide the Town with copies of certificates of insurance coverage and proof of payment for all premiums

- G. Drug Free Workplace: In accordance with Section 2.2-4312 of the Code of Virginia, during the performance of this contract the contractor agrees to:
1. Provide a drug-free workplace for the contractor's employees.

2. 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.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- H. Faith-based Organizations: The Town does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.
- I. Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any.
- J. Finance Charges: The Town will not pay any finance charges imposed on any invoices submitted by the contractor relative to this Contract.
- K. Assignment: Contractor may not assign his rights and obligations hereunder unless approved by the Town.
- L. Applicable to Successors and Assigns: The Town and Contractor agree that the rights and obligations under this Contract shall inure to and be binding on their respective successors and permitted assigns.

VIII. Sham or Collusion. The proposal of any offeror or offerors who engage in collusion shall be rejected. Any offeror who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive offeror.

IX. Debarment. By submitting their proposal, offerors certify that they are not now debarred by the United States, the Commonwealth of Virginia, or any town, city or

county within the Commonwealth of Virginia, from submitting proposals on contracts for the services described in this RFP, nor are they an agent of any person or entity that is now so debarred.

X. Rejection of Proposal. The Town reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the offeror whose proposal is deemed to be in the best interest of the Town.