REQUEST FOR PROPOSALS

Issue Date: November 20, 2015

Title: Disposition of Property at 501 E. Franklin.

Issuing and Using Agency: Economic Development Authority
Attn: Sharon Kerrick
Economic Development Authority of the City of Richmond
501 E. Franklin Street
Richmond, Virginia 23219

Proposals for the property described herein will be received until: 11:00 a.m. local time on January 6, 2106

All Inquiries for information should be made in writing and directed to: Sharon Kerrick, EDA, 501 E. Franklin Street, Richmond, Virginia or e-mail at Sharon.Kerrick@richmondeda.org.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: EDA, C/O Sharon Kerrick 501 E. Franklin Street, RICHMOND, VA 23219. The Proposer Name, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the proposal package.

The property will be made available for inspection, by appointment only, from 8:00 a.m. to 3:00 p.m. Monday-Friday through January 5, 2016. Please contact Sharon Kerrick at (804) 521-4101 to schedule an appointment.

In Compliance With This Request for Proposals and To All Conditions Imposed Therein and Hereby Incorporated By Reference, the Undersigned Offers and Agrees to Acquire the Property Described Herein in Accordance with the Attached Signed Proposal or as Mutually Agreed Upon by Subsequent Negotiation.

Name and Address of Individual or Firm:

__________________________________________ Date: ____________________________________________________________________________

________________________________________________________________________________________________________________________

By: ____________________________________________________________________

(Signature in Ink)

__________________________________________ Zip Code: __________________ Name: ____________________________________________________________________________

(Please Print)

__________________________________________ Telephone: ( ) ________________________________ Title: ____________________________________________________________________________

Fax Number: ( ) ________________________________ FEI/FIN Number: __________________________________________________________________

E-Mail Address: __________________________________________________________________

PRE-PROPOSAL CONFERENCE and PROPERTY WALKTHROUGH: A Pre-Proposal Conference and property walkthrough will be held on December 3, 2015 at 10:00am. Reference Section 1-8, Page 5 herein.
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DEFINITION OF WORDS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the EDA during the Solicitation period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the Proposer’s revised proposal, the supplemental information, and the Proposer’s Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid.

Day: Calendar Day.

The EDA: The Economic Development Authority of the City of Richmond, Virginia

Project Manager: The individual designated by the EDA to manage the project on a daily basis and who may represent the EDA for the property sale.

Property: 501 East Franklin Street, Richmond Virginia (tax Parcel # W0000014022) consisting of a 47,536 +/- square foot office building located on .243 acres of land.

Proposal: The documents, and any other required information as identified herein or by any Addenda.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing proposals but not as part of this agreement.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Proposer or the EDA, as applicable, and means that the Proposer or the EDA, as applicable, has thereby entered into a covenant with the other party to do or perform the same.
SECTION 1—INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The EDA is a political subdivision of the Commonwealth of Virginia. It includes seven members appointed by City Council. The EDA works very closely with the city’s Department of Economic and Community Development to expand the city’s economic base.

1-2 Purpose

The EDA is seeking proposals from qualified offerors, (hereinafter referred to as “Proposer”) to purchase the property located at 501 E. Franklin Street, Richmond, Virginia 23219.

1-3 Proposal Submission

The Proposer will submit one (1) original proposal with the originals of all the required certifications and affidavits along with five (5) hard copies of the proposal, required certificates and affidavits. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words “Proposal for Property located at 501 E. Franklin Street” and the time and date proposals are due.

1-4 Postponement or Cancellation of Request for Proposals

THE EDA reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by the Proposer submitting the proposal. The name and title of the Proposer shall be included following the signature.

1-6 Addenda

Receipt and review of Addenda by each Proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal.

1-7 Disposition Schedule

The following are estimated key dates for this RFP. THE EDA is committed to adhering to this schedule, but reserves the right to make modifications as it deems necessary in its sole discretion.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>November 20, 2015</td>
</tr>
<tr>
<td>Pre-Proposal Conference and Property Walkthrough: (attendance optional)</td>
<td>December 03, 2015</td>
</tr>
<tr>
<td>Second Property Walkthrough</td>
<td>December 10, 2015</td>
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<tr>
<td>Deadline for Requests for Clarification/Changes to the RFP</td>
<td>December 12, 2015</td>
</tr>
<tr>
<td>Deadline for Addenda and Responses to Requests</td>
<td>December 19, 2015</td>
</tr>
<tr>
<td>Proposals Due by 11:00 a.m. EST</td>
<td>January 06, 2016</td>
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<tr>
<td>---------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Evaluation of Proposals by Selection Committee and Short List Interviews (optional)</td>
<td>January 07-28, 2016</td>
</tr>
<tr>
<td>Recommendation to EDA Board</td>
<td>January 29, 2016</td>
</tr>
<tr>
<td>Commence Contract Negotiations</td>
<td>January 30, 2016</td>
</tr>
</tbody>
</table>

1-8 Pre-Proposal Conference and Property Walkthrough

There will be a pre-proposal conference on December 3, 2015 from 10:00 a.m. to 12:00 pm at 501 E. Franklin Street, Richmond, VA 23219. THE EDA makes no warranty or guaranty of the condition of the Property or its fitness for any particular purpose or use.

1-9 Inquiries

The Proposer is required to show on all correspondence with the EDA the following: "Proposal for the Disposition of 501 E. Franklin Street." Any communication with the EDA should be written and directed to: Sharon Kerrick, 501 E. Franklin Street, Richmond, VA 23219. Written communication may also be forwarded via e-mail to: Sharon.Kerrick@richmoneda.org. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date the proposal due date) for a reply to reach Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently agreement between the parties. Oral explanations, statements, or instructions given by the EDA before the award of the Contract will not be binding upon the EDA.

1-11 Examination of RFP

Proposals should be reviewed for accuracy before submission to the EDA. The EDA will not be responsible for errors in any proposal. The EDA makes no representations or warranties express or implied as to the accuracy and completeness of the information provided in this RFP. This RFP, including all Exhibits and supplements, if any, is made subject to errors or omissions, withdrawal or cancellation without prior notice, and changes to, or additions to, same. Proposers are expected to examine the specifications, schedules, and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to describe the property at 501 E. Franklin Street Richmond, VA 23219.

The submission of a proposal shall constitute an acknowledgment upon which the EDA may rely that the Proposer has thoroughly examined and is familiar with the solicitation and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the property described hereunder. The failure or neglect of a Proposer to receive or examine such documents, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal pursuant to this RFP.
1-12 Cost of Proposals

The EDA is not liable for any costs incurred by Proposers in the preparation, presentation, , or negotiation of Proposals submitted in response to this solicitation.

1-13 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at the EDA's office designated in the RFP after the exact time specified for proposal receipt will not be considered.

1-14 Errors and Administrative Corrections

The EDA will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or best and final offers. The EDA reserves the right to request an extension of the proposal period from a Proposer or Proposers.

The EDA reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the proposal.

1-15 Compliance with RFP Terms and Attachments

The EDA intends to select a preferred Proposer based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative. Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

THE EDA may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if the EDA determines that a Contract in the best interest of the EDA may be achieved. The Notice of Exception will be used as part of the EDA’s evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the review process.

1-16 Letter of Intent

The successful Proposer shall be required to execute a Letter of Intent within (10) ten days of notification of the selection committee’s decision to proceed with negotiations.

1-17 Proposal Requirements

All matters related to proposals shall conform to the requirements of the RFP. They must contain the following items and follow the exact sequence outlined below.
A. **Cover Letter**, providing the following information:

1. Identification of the Proposer(s), including name, address and telephone number of the appropriate contact person.

2. Signature of the Proposer or an individual authorized to enter into contracts on behalf of the Proposer to bind the Proposer to the terms of the proposal.

B. **RFP Cover Page and Attachments A-F**

C. **Proposal**

Proposers must articulate an offer that presents the highest return to the EDA.

D. **Committal Letter**

Proposers to the RFP shall agree, by and in the submission of the proposal, to hold the terms of their submission until the conclusion of the transaction. The proposal shall be accompanied by a letter of committal, signed by the Proposer or an individual authorized to enter into contracts on behalf of the Proposer. The letter of committal shall state that the offer is effective until an agreement is reached.

E. **Letter of Credit from a Financial Institution**

The Proposer shall identify all proposed funding sources to be utilized for the acquisition of the Property. The Proposer shall submit a sufficient evidence of credit from a financial institution (**e.g.** bank), or other institution, listed as a funding source. The documents submitted shall demonstrate that the Proposer has sufficient assets available, or access to sufficient credit, to acquire the property in the timeframe proposed. The Proposer shall submit a plan for securing all necessary financing to complete the purchase of the property under this RFP.

F. **Good Faith Deposit**

At the time of proposal, the Proposer shall submit a certified, cashier’s or official bank check payable to the Economic Development Authority of the City of Richmond equal to one half of one percent (**0.5%**) of the proposed purchase price, or $25,000, whichever is greater. Personal or business checks are not considered an acceptable form of Good Faith Deposit.

If the highest rated Proposer withdraws its proposal, fails to make payment in full as set forth herein, fails to execute the required documents, or otherwise fails to reasonably cooperate in the conveyance of the property as required by this RFP or by applicable law, then the certified check cashier’s or bank check described in the preceding paragraph as applicable, shall be forfeited to the EDA and the EDA will retain some as liquidated damages.

The EDA will return the certified, cailler’s or official bank check of those Proposers whose proposal is rejected by the EDA, upon signing a Purchase and Sale Agreement with the successful Proposer.

1-18 **Collusion**

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the proposal price of any Proposer or to fix any cost element of any proposal price (Attachment E). Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the Proposer’s offer. If the EDA determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The EDA’s determination shall be final.
1-19 Rejection of Proposals

THE EDA reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-20 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, the EDA may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the EDA's and the City's best interests. Proposal alternatives must be clearly identified.

SECTION 2 – PROPOSAL EVALUATION & AGREEMENT

2-1 General

Proposals shall be submitted to Sharon Kerrick 501 E. Franklin Street., Richmond, VA 23219 by 11:00 a.m. EST, January 6, 2016, immediately after which said proposals will be opened.

The EDA will open and evaluate all proposals in accordance with evaluation criteria outlined herein. The EDA has determined that the selection of the most advantageous offer requires comparative judgments of factors in addition to and other than price.

The EDA may elect to interview Proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. The EDA expects all Proposers to fully cooperate with its evaluation process.

2-2 Eligibility

The EDA will enter into an agreement with the Proposer it deems responsible and responsive based on the evaluation and award process described in this RFP. The EDA will not evaluate the proposals solely on the basis of the highest return. Selection of the successful Proposer shall be based on the Proposer’s responsiveness to the requirements and conditions described in this RFP, financial stability, and the proposed offer as deemed to be in the best interest of the EDA and the City of Richmond.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. The EDA may then select the proposal that is considered to be the most advantageous to the EDA.

2-4 Scoring and Evaluation Criteria

The instructions, terms and conditions, and any addenda hereto, sets forth the minimum requirements of the agreement.

Proposer’s level of response to requested information will be considered throughout the scoring process.
The evaluation criteria are listed as follows:

A. Greatest Value to the EDA: An offer that presents the EDA with the highest return.

B. Ease of Transaction Closure

C. Financial Capability of Proposed: Purchase Cash or Letter from their bank;

D. Proposer’s Past Experience: Team or individual’s previous development experience and/or business acumen (in specific business or development proposed for the property);

E. The Effect of Proposed Use on surrounding Properties and Land use balance with area;

F. Compatibility with the City of Richmond Master Plan

G. Total Fiscal impact: The price, proposed value of improvements, new tax generation

The Evaluation committee may, at its discretion, consider the following additional items:

- Proposer’s expected time to close.
- Proposer’s requirements/expectations of the EDA in a Purchase and Sale Agreement.
- Possible contingencies or conditional purchases related to the acquisition of the property.

2-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, best and final offer, or negotiations.

2-6 Negotiations

The EDA may undertake concurrent negotiations with Proposers determined to be within a competitive range. The EDA does, however, reserve the right to enter into an agreement based on the original proposal without any negotiations. The decision to enter into an agreement without negotiation may be made by the EDA if, in the sole opinion of the EDA, preliminary evaluation of the proposals received indicates that the best proposal representing the highest return has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by the EDA. Negotiations may be entered with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, the EDA may initiate negotiations with the next ranking Proposer or reject proposals.

Negotiation of an agreement will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach an accord on all provisions of the proposed agreement.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to the EDA’s Board of Directors as the successful Proposer for disposition of the property.
2-7 Agreement

An agreement, if any, will be made by between the EDA and the Proposer whose proposal best meets the requirements of the RFP, and deemed to be the most advantageous to the EDA with respect to highest return as determined by the EDA. The EDA shall have no obligations until an agreement is signed between the Proposer and the EDA.

2-8 Execution of Agreement

The Proposer to whom the EDA intends to enter into an agreement with shall sign the agreement and return it to the EDA. Upon authorization by the EDA’s Board of Directors, or designee, the agreement will be countersigned.

2-9 Public Disclosure of Proposals

The EDA is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Proposal's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to the EDA will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Proposer's proposal, each page that contains this information or data should be marked as such (e.g., “Proprietary,” “Confidential,” “Business Secret,” or “Competition Sensitive”) in order to indicate your claims to an exemption provided in the Virginia FOIA. It is the EDA’s sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data and documentation developed as a result of any agreement shall become the property of the EDA.

2-10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest – Proposer, by submitting a proposal to the EDA for the acquisition of property described herein, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the sale of property provided under this agreement and that it shall not employ any person or agent having any such interest. In the event that Proposer or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the EDA and take action immediately to eliminate the conflict or to withdraw from this agreement, as the EDA may require.

B. Contingent Fees and Gratuities – Proposer, by submitting a proposal to the EDA for the acquisition of property described herein has thereby covenanted:

No person or agency except bona fide employees or designated agents or representatives of Proposer has been or will be employed or retained to solicit or secure this property with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Proposer or any of its agents, employees, or representatives, to any official, member or employee of the EDA or other governmental agency with a view toward securing this property or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to this agreement.
SECTION 3 – Property Information

3-1 Background

The EDA is a political subdivision of the Commonwealth of Virginia. It includes seven members appointed by City Council. The EDA works very closely with the city’s Department of Economic and Community Development to expand the city’s economic base. The Property owned by the Economic Development Authority and operated as an incubator for small and emerging companies since 1999. The EDA is now evaluating alternative strategies for carrying out its programs and has determined that selling the Subject Property to pursue other options is in the best interest of the EDA.

3-2 Site Description

The Property consists of a 47,536 square foot office building on .243 acres of land located at 501 E. Franklin Street, in the Central Business District of Richmond, VA. The Property is roughly bounded by Franklin Street on the north, a privately-owned parking garage on the south, privately-owned property on the east, and 5th Street on the west. The Building was originally constructed in 1916 and is located in an Enterprise Zone. The property has been operated as office space for business incubation-related activities since 2000, and the EDA has owned the Property since 1999.

Currently the Building is zoned B-4 (Central Business) and contains eight floors and a partial basement (approximately 5942 square feet per finished floor). It is fully sprinklered and is served by two elevators. The entire site is either covered by pavement or occupied by structure. The building is currently 85% occupied with short-term leases that automatically renew for 3 months unless 30-day termination notice given. (There is one lease that expires April 1, 2016 with an annual renewal unless 30-day notice is given).

Property maintenance records, building systems and operations information and tenant leases are available for inspection at 501 E. Franklin Street.

3-3 Parking:

There is no on-site parking; however, the attached 350 space parking garage is owned by Second Presbyterian Church and managed by Monument City Parking. The parking manager indicates that it can accommodate most parking needs with some notice. Parking spaces currently rent for $85/space per month.
ATTACHMENT A: PROPOSER CHECKLIST
(Verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

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<thead>
<tr>
<th>Document Description</th>
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<tbody>
<tr>
<td>Cover Letter</td>
<td></td>
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<tr>
<td>RFP Cover Page</td>
<td></td>
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<tr>
<td>Attachment A Vendor Checklist</td>
<td></td>
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<td>Attachment B Proposal Affidavit</td>
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<td>Attachment C Addendum Page</td>
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<tr>
<td>Attachment D Request for Clarification</td>
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<tr>
<td>Attachment E Non-Collusion Affidavit Attachment H</td>
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<tr>
<td>Qualifications and Capabilities of Proposer(s)</td>
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<tr>
<td>Related Experience</td>
<td></td>
<td></td>
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<tr>
<td>References</td>
<td></td>
<td></td>
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<tr>
<td>Technical Proposal</td>
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ATTACHMENT B: PROPOSAL AFFIDAVIT FOR ACQUISITION OF 501 E. Franklin Street

The undersigned has carefully read and examined the Advertisement, the Solicitation Document with all supporting certificates and affidavits in order to submit a responsive and responsible offer for the acquisition of 501 E. Franklin Street, Richmond, VA 23220

SIGNED:__________________________________________

TITLE:____________________________________________

FIRM NAME:________________________________________

Subscribed and sworn to before me this ___ day of ____, 20___
Notary Public ________________ My Commission Expires: ___________
ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________
Addendum Number ___________ Dated _________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

________________________________________________________________________
Signature

________________________________________________________________________
Title
ATTACHMENT D: REQUEST FOR CLARIFICATION / APPROVED EQUAL

DATE: ________________________________

PROPOSER: __________________________

SECTION: _______________ PAGE: __________

PROPOSERS REQUEST:

THE EDA

RESPONSE:

APPROVED

DENIED

COMMENTS:

THE EDA SIGNATURE __________________________ DATE __________
ATTACHMENT E: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);

2. That the attached proposal(s) has been arrived at by the Proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other party, designed to limit independent proposals or competition;

3. That the contents of the proposal(s) have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its Good Faith Deposit furnished with the proposal(s), and will not be communicated to any such person prior to the official opening of the proposal(s); and

4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed

Firm Name

Subscribed and sworn to before me this __ day of ____, 20__

Notary Public

My Commission expires ____________, 20__

Proposer's E.I. Number ________________________(number used on Employer's Quarterly Federal Tax Return)