Division of Procurement and Contract Administration
901 Chamberlayne Parkway Richmond, Virginia 23220
www.rrha.com

Request for Proposals RRHA-RFP-2018-38
Jackson Place Mixed Use Developer
Issue Date: October 18, 2018
Closing Date and Time: November 15, 2018 at 2:00 P.M.
Preproposal Conference: October 30, 02:00 P.M.

This communication serves to apprise you and your firm of the above Request for Proposals (RFP) for Developer. We invite you and your firm to respond to this RFP. Please review carefully all sections of the RFP, paying particular attention to the closing date and time listed above and within the body of the RFP. A preproposal conference will be held on October 30, 2018 at 10:00 A.M. at 918 Chamberlayne Parkway, Richmond, VA 23220

All Inquiries For Information Should Be Directed To:
Kerry L. James, Director of Procurement and Contract Administration
Procurement Division
(804) 780-4444 (voice)
(804) 780-8712 (fax)
kerry.james@rrha.com
REQUEST FOR PROPOSAL (RFP)
DEVELOPER JACKSON PLACE MIXED USE DEVELOPMENT
RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

Issue Date: October 18, 2018

Title: Developer Jackson Place Mixed Use Development

Issuing Agency: Richmond Redevelopment and Housing Authority
Post Office Box 26887
Richmond, Virginia 23220

Period of Contract: From Date of Award through project completion.
Sealed Bids Will Be Received Until November 15, 2018 until 2:00 P.M. For Furnishing the Services Described Herein.

All inquiries for information should be directed to: Kerry L. James, Director of Procurement and Contract Administration at Kerry.james@rrha.com or (804) 780-4444
Please submit any questions to Kerry L. James before or on November 09, 2018.

IF BIDS ARE MAILED OR HAND DELIVERED, THEN DELIVER TO:
Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration, 918 Chamberlayne Parkway, Richmond, Virginia 23220.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offerors and Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. The Undersigned Further Certifies That He/She Is Authorized To Sign This Document On Behalf Of The Submitting Firm.

___________________________________________
Name of Firm

___________________________________________
Address

City and State Zip Code: __________

___________________________________________
Name: ________________________________ (Print or Type Name)

Date: ________________________________

___________________________________________
By: ________________________________
Signature in ink

___________________________________________
Title: ________________________________

Phone: (______)_______________________

Fax: (______)_________________________

E-mail: ________________________________

NOTE: Changes to this RFP may be issued in the form an addendum at any time prior to the due date and time for submitting bids. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax or email). The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFP from the Procurement Officer. Any vendor who did not directly receive a copy of the RFP from RRHA is encouraged to visit RRHA’s web site regularly to learn of any changes to the solicitation (www.rrha.org) and contact the Procurement Officer to have their name added to the mailing list. RRHA’s purchasing regulations require each bidder to submit a signed copy of the addendum to the above delivery address by the bid due date and time or included with the firm’s response to the solicitation.
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JACKSON PLACE MIXED USE DEVELOPER

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1. Notice and Introduction

1.1 RFP Summary

The Richmond Redevelopment and Housing Authority (RRHA) is seeking proposals from interested development firm(s) to act as “Developer” to plan, program and implement a comprehensive development plan for the creation of a high quality mixed-use development in the Historic Jackson Ward neighborhood of the City of Richmond. This development plan must be implemented in a way that is consistent with RRHA goals and objectives and within schedule and financing constraints.

Any agreement resulting from this RFP may be made with the RRHA and/or its non-profit identity-of-interest affiliate/instrumentality, the Richmond Development Corporation (RDC), and other related entities, as and when created by RRHA or the RDC.

Developer will be tasked with implementing a quality, vibrant mixed-use plan of development of residential, retail, hotel and parking uses that will be compatible with the architectural style and character of the Jackson Ward community. The development must be acceptable with RRHA’s overall vision and development objectives and with leadership and community stakeholders.

Developer shall also be responsible for the new infrastructure, including but not limited to new sidewalks and streets, storm drainage, curb and gutter, landscaping and lighting, which may also need to be created to develop an internal neighborhood street pattern and to strengthen the new development’s linkages with the entire Historic Jackson Ward community and Downtown Richmond.

The selected Developer will be required to attend public meetings with RRHA staff and key stakeholders, at its own expense.

1.2 Key Assumptions

RRHA has provided an overall vision and development objectives for the project. However, no decision has been made in regards to a specific development activities of the proposed mixed-use development. The basis for your proposal should however, consider the following assumptions:

1. RRHA would like to maximize the value of the site
2. RRHA is interested in sale of the property or entering into a long-term lease agreement with the selected developer
3. RRHA is willing to entertain any opportunity or form a development partnership with the selected developer
4. RRHA would like to maximize the short term and long-term revenue it receives. This could be accomplished through a variety of scenarios.
As your development team formulates its proposal, please remain focused on the core principle that Historic Jackson Ward is a key priority of RRHA’s Strategic Plan, and that the development concept for the site will be very important to RRHA, the City of Richmond and the neighborhood of Historic Jackson Ward.

RRHA, community residents and key stakeholders participated in a community charrette process conducted by Urban Design Associates (UDA), a planning development firm from Pittsburg. The attached Master Plan (Attachment H, is the result of the input from participants. The most favorable program calls for a development program consisting of 63 Multi-family units, 2500 sf of commercial space and 115 room Hotel.

It is critical that the above mentioned key stakeholder groups view the development as a synergistic enhancement to the downtown, urban and neighborhood environments. RRHA will look most favorably upon a concept that strives for and achieves the careful balance between favorable economics and enhancement to the infrastructure fabric of the City of Richmond and the community.

1.3 Site Description and Development Opportunity
The development of the subject property will be a continuation (phase II) of an overall redevelopment plan that includes an adjacent site to the west of the property currently being developed by RRHA. The current project (phase I) is a mixed-use/mixed income development of approximately 154 units to be built consisting of 72 of rent subsidized senior apartments and 82 apartments being Low Income Housing Tax Credits (LIHTC) and market rate. The development will also have 6,000 square feet of neighborhood serving retail space.

RRHA owns all of the land that encompasses the 3.4 acre site which consists of 25 lots of approximately 146,604 sq. ft. of land. The properties are located in the blocks bound by East Jackson Street, North 3rd Street, Maggie L. Walker Place, and North 2nd Street, and Interstate 95/64. The lots are unimproved and are within the Jacksonward/Biotech/VCU Health Area, RRHA’s Jackson Place Redevelopment Area and the Historic Jackson Ward neighborhood of the City of Richmond, Virginia.

Major Economic Drivers
| VCU Health System |
| Virginia Bio-Technology Research Park |
| Philip Morris Center for Research and Technology |
| Unos |
| City Government |
| State Government |

Moreover, the properties are located in the Downtown Planning District. The City of Richmond Pulse Corridor Plan designates the property for Neighborhood Mixed-Use land use, within the Convention Center Station Area. The property addresses are as follows:
The site was recently re-zoned from R-53 (Multifamily Residential District), to B-7 Mixed-Use Business District (see Attachment I - City of Richmond Ordinance 2018-211). The designation permits the type of development requested in this solicitation.

### 1.4 RRHA’s VISION AND DEVELOPMENT OBJECTIVES

RRHA’s vision for the Jackson Place site anticipates a vibrant mix of uses that attract downtown employees and visitors to Jackson Ward. RRHA’s vision also includes uses that serve the immediate area and reinforce Jackson Ward’s identity as one of the most historical and culturally rich areas in the country; and a key downtown residential community.

The development objectives for the Jackson Place site are as follows:

- To help support, anchor, and energize the Jackson Ward community;
To provide a mixed-use development that will serve as a worthy architectural presence in Jackson Ward and downtown Richmond, as well as serve as a landmark along Interstate 95 corridor;

To serve as a catalyst for the revitalization of the array of independent, locally owned businesses and vacant storefronts along 2nd Street as well as the surrounding residential neighborhood;

To create a dynamic residential and/or commercial environment that successfully integrates residential units with uniquely sized commercial uses;

To help build and reinforce a sense of community, and serve the diverse character and needs of the Jackson Ward residents;

To provide retail uses that are compatible with the interests of neighborhood residents, downtown employees, and visitors;

To set a high standard of urban and architectural design that will result in buildings that are constructed with quality materials and details that are historically compatible and that provide for the continuation of the features exhibited in the Jackson Ward community;

To complete the project in an expeditious fashion; and

To further the goals contained in the Jackson Place Redevelopment Plan, RRHA’s Strategic Plan, City of Richmond’s Master Plan, and any other matters of record.

To that end, RRHA seeks proposals for a development that are consistent with this solicitation and the vision that RRHA has for the area.

NOTE: IF THE OFFEROR CAN DEMONSTRATE, THROUGH NARRATIVE AND/OR FINANCIAL DOCUMENTS THAT AN ALTERNATIVE DEVELOPMENT APPROACH/CONCEPT IS SIGNIFICANTLY MORE ADVANTAGEOUS TO RRHA, THE CITY OF RICHMOND AND THE POTENTIAL DEVELOPER; THEN RRHA IS WILLING TO EVALUATE AND FURTHER INVESTIGATE THE ALTERNATIVE APPROACH. RRHA WILL COMPREHENSIVELY EVALUATE ALL FIRMS BASED ON THE SELECTION CRITERIA.

The RFP and Attachments will be available on [www.rrha.com](http://www.rrha.com) and [www.eva.va.gov](http://www.eva.va.gov).
Pre-Proposal Conference
A Pre-Submittal Conference will be held at 2:00 PM EST on October 29, 2018, at the Richmond Redevelopment and Housing Authority, 918 Chamberlayne Pkwy, Richmond, Virginia 23220. Attendance at this conference is not required but is strongly encouraged.

Questions
Questions regarding this RFP must be received in writing, via email, by November 09, 2018 to Mr. Kerry L. James, Director of Procurement and Contract Administration, James.Kerry@rrha.com. All questions responded to by RRHA may be forwarded in the form of addenda to this RFP.

Due Date
Responses to this RFP are due no later than 2:00 PM EST on November 15, 2018, and should be prepared in accordance with the proposal preparation and submission instructions. Late proposals will not be considered and will not be opened. Offerors must provide one (1) UNBOUND original and six (6) copies of each proposal. The Offerors must also submit their entire proposal electronic format. The electronic device must be labeled with the RFP number and the Offeror’s name Proposals shall be in a sealed envelope or sealed package and addressed as follows:

If Mailed OR Hand Delivered:

Richmond Redevelopment and Housing Authority
Division of Procurement and Contract Administration
901 Chamberlayne Parkway
Richmond, VA 23220
Attn: Mr. Kerry L. James, Director

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Proposals: RRHA-2018-31
Closing Date: November 15, 2018; Closing Time 2:00 p.m.
Title of Proposal: Jackson Place Mixed Use Developer
Offeror’s Authorized Contact Person: _______________________
Telephone number of Offeror’s Contract Person: _________________
Name of Contract Officer: Mr. Kerry L. James Director of Procurement and Contract Administration

RRHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, familial or handicapped status in the employment or provision of services. RRHA is a Public Housing Agency and does not operate under the guidelines stipulated for Indian Housing Authorities. The RRHA reserves the right to reject any and all proposals.
Offerors and any members of an Offeror’s team responding to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.
2. Development Opportunity and Context

2.1. Richmond Redevelopment and Housing Authority

RRHA was created in 1940 by the City of Richmond, Virginia pursuant to the Housing Authorities Law (Title 36 of the Code of Virginia). A nine member Board of Commissioners appointed by the City Council governs RRHA. RRHA serves more than 13,000 residents in approximately 3,900 public housing units and more than 2,900 individuals residing in other forms of subsidized housing.

RRHA manages neighborhood redevelopment and conservation programs through the City of Richmond. RRHA’s vision is to strive to be an innovative leader in providing quality affordable housing and neighborhood revitalization services through creating dynamic partnerships to build vibrant communities. RRHA continues to reconstruct and transform the face of public housing and participate in neighborhood revitalization in Richmond through implementation of its Strategic Plan. RRHA is committed ethically and financially to making Richmond a better place to live and work. This is reflective in our family programs, neighborhood revitalization and economic development projects. RRHA is committed to providing Richmond citizens with quality affordable housing and effective community redevelopment services, through partnerships with the City of Richmond, the U.S. Department of Housing and Urban Development, and others.

2.2. City of Richmond

Richmond serves as the cultural, financial, and business center of a rapidly growing metropolitan area, and is the capital of the Commonwealth. City, State, and Federal governmental offices, universities and a medical center, a symphony, museums, and theater add to the vibrancy of the city. Richmond is recognized as a welcoming and attractive place to live, work and conduct business.

Today, the City encompasses 62.5 square miles with a population of 223,000 and is the nucleus of a metropolitan area which has close to one million people. Because Richmond acts as a hub for several interstate highways, it is possible to access amenities such as the beach, mountains or our nation’s Capital in less than two hours. It is also within minutes of the Richmond International Airport, and has regional passenger rail service boarding Downtown at the Main Street Station.

Although the City is a blend of old and new, Richmond still retains a distinctive flavor that contributes greatly to the attractiveness of its neighborhoods and the quality of life of its residents. This historical character is being rediscovered as the basis for the revitalization of neighborhoods and the development of a vibrant tourist industry.
Richmond is rich in history and cultural resources. Much of the City fabric predates the Civil War and large areas were almost completely developed by the early 20th Century. Thirteen areas are designated as City Old and Historic Districts containing architecturally significant buildings representative of Richmond’s history. Richmond also has twenty-three National Register Districts with approximately 10,000 structures listed on the National Register of Historic Places, giving the City the distinction of having the largest number of historically listed properties in Virginia.

Today, extensive waterfront revitalization and development is underway. The renewed interest in Downtown living has spurred considerable rehabilitation activity for both residential and commercial properties.

3. **Statement of Needs / Roles and Responsibilities**

RRHA is seeking proposals from experienced professional developer partner(s) to plan, finance and implement a mixed-use development project. In general, RRHA will be seeking firms that exhibit the following:

- Highly qualified development team members.
- Strong track record serving as lead developer coordinating a mixed-use development plan.
- Proven ability to maximize private sector participation in the financing of complex mixed-use projects.
- Strong financial capacity to carry forward and complete the components of this program.
- Demonstrated examples of innovative and creative planning and design proposals.
- Strong track record in partnering with residents, neighborhood groups and local agencies with diverse interests to achieve locally determined goals.
- Demonstrated commitment to employ low-income residents and to utilize minority businesses.
- Experience/knowledge of the local housing market, regulations and codes.
- Experience working with Public Housing and/or Redevelopment Authorities.

3.1 **Scope of Work/Developers Role**

The Developer shall work cooperatively with RRHA to finalize a comprehensive Development Plan, which shall include a detailed site plan and architectural, engineering, environmental, financing, construction, and property management programs.

The Developer will select and retain third-party contractors and consultants necessary to plan and execute the development. This shall include developing and applying a market analysis to identify the features required for a successful mixed-income community. Also required will be a comprehensive financing package identifying all
public and private resources required for construction and operation of the development.

The site and building designs shall be environmentally sound and resource efficient, reflect the principals of defensible space, and be respectful of the physical, historical and cultural traditions of the development’s prospective residents and the surrounding Jackson Ward neighborhood and Downtown Richmond.

Once the Development Plan is completed and approved, the Developer will be responsible for all activities associated with the project, including, but not limited to, the following:

- Developing architectural plans, as necessary after the conclusion of the formal planning process, and obtaining or making provisions for all local and governmental approvals and building or other permits.
- Developing a master schedule with milestones for all planning and construction, including a construction phasing schedule for the entire site.
- Developing a project budget showing sources and uses of funds.
- Arrange and secure private debt and equity financing and finalize the terms of all public and private funding.
- Developing legal documents for various components of the development plan.
- Implementing a general management structure for the development.
- Developing and implementing a MBE/WBE and a Section 3 program.
- Coordinating all site and infrastructure improvements.
- Implementing all construction activity (including site and infrastructure improvements), and provide a warranty that work performed conforms to construction documents and is free of defects in equipment, materials and workmanship (e.g. provide satisfactory payment and performance bonds).
- Coordinating construction related activities including monitoring budgets and schedules.

3.2. **SCOPE OF WORK-RRHA’S ROLE**

RRHA’s role and responsibilities in the implementation and execution of the development program will include but not be limited to the following:

- **Land Owner**: RRHA will lease and/or sell (whichever scenario is determined to be the most advantageous to the RRHA) the Jackson Ward site(s) to the Developer who will be responsible for developing the physical improvements. The RRHA may also have an equity position in various components of the development. RRHA’s relationship to the development will be governed by the terms of the Ground Lease and/or Operating Agreement.
4. SUBMISSION AND EVALUATION REQUIREMENTS

4.1. General Submission Information

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) unbound original and six (6) copies of each proposal must be submitted to the following address on or before November 15, 2018, no later than 2:00 p.m. EST. The Offerors must also submit their entire proposal electronic format. The electronic device must be labeled with the RFP number and the Offeror’s name.

Facsimile or electronically transmitted proposals will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of RRHA’s official files and will not be returned to the offeror.

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Proposals No. RRHA-2018-31
Closing Date: November 15, 2018; Closing Time 2:00 p.m. EST
Title of Proposal: Jackson Place Mixed Use Developer
Offeror’s Authorized Contact Person: _________________________
Telephone number of Offeror’s Contract Person: _________________
Name of Contract Officer: Mr. Kerry L. James, Director

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. All copies should be in color, if color is utilized in the original.

Ownership of all data, materials, and documentation originated and prepared for RRHA pursuant to the RFP shall belong exclusively to RRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data and/or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons 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 will result in rejection of the designation. Financial statements and bank references may be placed in a separate sealed envelope marked “confidential.”
All expenses incurred in the preparation and submission of proposals in response to this RFP shall be borne by the Offeror.

**Oral Presentation**—Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to RRHA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. RRHA will schedule the time and location of these presentations. Oral presentations are an option of RRHA and may or may not be conducted.

### 4.2. Proposal Requirements

The following provides guidance on what the proposal must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses to ensure that the proposals are complete, include essential information and can be fairly evaluated. Offerors must assemble their response in the order described below, bind copies in either three (3) ring binders or with comb bindings, and use tabs to identify each section. Offerors are requested to avoid duplicative materials and redundancies in the proposal. Offerors must compile their responses using the following outline:

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<tr>
<th>Tab</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>RFP Cover Sheet and all addenda acknowledgements, if any, signed and completed as required</td>
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<td>2</td>
<td>Letter of Interest</td>
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<tr>
<td>3</td>
<td>Team Organization</td>
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<td>Developer Experience</td>
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<td>5</td>
<td>Technical Response to Proposed Plan</td>
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<td>6</td>
<td>Equal Opportunity (DISADVANTAGED BUSINESS ENTERPRISE/Section 3)</td>
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<td>7</td>
<td>Financial Capacity of Offeror and Other Guarantors</td>
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<td>8</td>
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<td>Certifications and Assurances</td>
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<td>10</td>
<td>Business Terms to include Developer Fee, Cash Flow Split, Right of First Refusal, Ground Lease</td>
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<td></td>
<td>Other Attachments</td>
</tr>
</tbody>
</table>
4.2.1 **RFP Cover Sheet and all addenda acknowledgements, if any, signed and completed as required**

4.2.2 **Letter of Interest**
The cover letter must demonstrate the Offerors interest and capacity to collaboratively implement the scope of services provided in this RFP. Letter must identify all development team members and their roles. Offeror to include a statement indicating why the proposed Offeror believes itself to be best qualified to perform the scope of work. The primary contact person for the Offeror must be identified and provide phone number, facsimile number and e-mail address. The letter must be signed by an authorized principal of the Offeror’s firm.

4.2.3 **Team Organization**
List the members of the development team. Identify all entities that comprise the team and indicate their specializations and specific contributions to the team. Offerors are encouraged to include specialists for all components of the program including engineering and design, property management, and legal and financial professionals. With regard to a construction contractor, please identify a construction partner or provide an explanation of why and how the construction partner(s) will be selected later.

**Project Manager:**
If different that the developer's Principal, identify the individual who will be responsible for the day-to-day management of the Development Team and implementation of the Project ("Project Manager").

Provide resume of key staff, including the Project Manager, who will be involved in the development effort.

4.2.4 **Developer Experience:**
Provide the following information for the developer entity(ies) and Principal:

a) Brief description of each urban, mixed-use project closed within the past ten (10) years including role of the entity (ies); location of the project; dates of financial closing, construction substantial completion and full occupancy; value, source(s) and form of financing; uses and square footage dedicated to each use; number of residential units by tenure type; and residential income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, (iii) hotel, (iv) parking and (v) onsite services.

4.2.5 **Architect's Experience:** For the architectural firm(s), the relevant Principal and each related contractor (the "A & E Team"), provide the following information:
a) Brief description of each urban, mixed-use project that has commenced construction within the past ten (10) years including role of each member of the A&E team and the Principal; location of the project; dates of construction start and substantial completion; uses and square footage dedicated to each use; and number of residential units. Clearly identify projects that have incorporated (i) housing, (ii) retail, and/or (iii) onsite services.

b) Experience with the regulatory requirements of the City of Richmond and the State of Virginia including but not limited to zoning, building code, permitting and environmental remediation.

c) Disclosure and explanation of any litigation relating to the design or construction of a project that is pending or has been adjudicated within the past five (5) years with a finding against any member of the A&E.

d) Brief description of the firm's method of cost estimating and value engineering.

e) Brief description of the firm's method of attaining sustainable development.

f) Brief description of the firm's quality assurance program.

g) List of professional references who are familiar with relevant projects with complete contact information.

4.2.6 Legal Counsel Experience: For the law firm(s), if included, and the relevant Principal, provide the following information:

a) Brief description of each urban, mixed-use project closed within the past ten (10) years including role of the firm(s) and Principal in the legal team; location of the project; value, source(s) and form of financing; uses; number of residential units by tenure type; and income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, (iii) hotel, (iv) parking deck and (v) onsite services.

b) Experience with relevant regulatory requirements of the City of Richmond and the State of Virginia including but not limited to zoning, permitting and environmental remediation.

c) Experience working with public entities in connection with complex urban redevelopment initiatives.

d) List of professional references who are familiar with relevant projects with complete contact information.
4.2.7 **Property Management Experience:** For the property management firm or consultant and the relevant Principal, provide the following information:

a) Brief description of each urban, mixed-use project that achieved substantial occupancy within the past ten (10) years and for which the firm provided property management services. Include the role of the firm and Principal; location of the project; uses; dates of substantial construction completion and substantial occupancy; number of residential units by tenure type; and residential income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, and/or (iii) onsite services.

b) Experience in developing employment opportunities for tenants (including meeting so called "Section 3" hiring of the federal government) and meeting fair housing marketing requirements.

c) List of professional references who are familiar with relevant projects with complete contact information.

4.2.8 **Marketing and Leasing Entity:** For the entity (ies) responsible for marketing and lease-up of the commercial and residential spaces, and the relevant Principal, provide the following information:

a) Brief description of each urban, mixed-use project that achieved substantial occupancy within the past ten (10) years and for which the firm(s) provided marketing and/or lease-up services. Include role of the firm and Principal; location of the project; uses; dates of substantial construction completion and substantial occupancy; and number of residential units and income mix. Clearly identify projects that have incorporated (i) housing, (ii) retail, (iii) hotel (iv) parking deck and (v) onsite services.

b) Experience of the firm(s) in creating and implementing fair housing marketing plans.

c) List of professional references who are familiar with relevant projects with complete contact information.

4.2.9 **Prior Development Team Collaboration:** Describe prior experience of Development Team members in collaborating on complex real estate development projects.

5.0 **Technical Response to Proposed Master Plan**

Provide a program narrative describing the key elements of the development strategy addressing the following:

a) Overall design,

b) Intended level of quality and intended function of major areas or facilities.
c) Role of the RRHA (if any)
d) Design review process
e) Builder selection program
f) Methodology for design guideline establishment
g) Program and rationale for product placement
h) Acceptance of Housing Choice Voucher in any available residential construction in connection with the proposal
i) Provision of telecommunication products and services to residents and businesses
j) Marketing philosophy for Jackson Place

5.1 Market
Developer’s assessment of the local market and potentials for the proposed development along with a marketing plan and budget that describes how the project will be marketed and staffed.

5.2 Renderings
Illustrative sketches of residential and non-residential components of the project depicting the architectural character and style of the various components of the proposed project.

5.3 Financials
Evidence of financial capability to carry out proposed commitments. Include detailed financial plan showing probable and committed sources of debt and equity and how the property will be purchased.

Development of a detailed project proforma for the predevelopment, development and post-construction (occupancy) phases of the project. The proforma should extend through the appropriate term for the life of the project. At a minimum the detailed proforma must include the following:

- All cost items included in the pre-development phase including, community relations, soft costs for planning and design, legal support, permitting, etc., until entitlements are received and development actually commences.

- Construction and development costs including all hard and soft costs for all uses, interior build out and any other allowances and fees, including all financing fees associated with the project.

- A detail of fees that will be earned by the development and ownership team and a schedule for the proposed payment of such fees.

- Details on projected cash flows to the development team and to RRHA by product type (i.e. hotel, office, residential, retail, parking deck) through all phases of the project and over the lifetime of the partnership between the developer and RRHA. Discuss the financial ramifications of a single phase versus a multi phase approach to the development of this site.
• Stabilization value projections for each development phase and for the project as a whole, indicating in each case the timeframe for achieving stabilization.

The proforma and development options should reflect what your team believes to be achievable through the entitlements process, and the development package that your team would propose for RRHA.

a) Partnership Financials
Identify and detail the overall financial relationship between your team and any investors or banking partners you will have during the lifetime of the project. Detail the financial strength of the development team and its investment partners, including the net worth of the entities that will sign the Development Agreement. Identify any further corporate guarantees RRHA will be able to depend on over the life of the project. Identify the equity your team will have in the project (through the lifetime of the project). Describe how RRHA's value (in any JV scenario) will be treated in the case of a refinancing or sale of the vertical improvements.

b) Business Terms - Summary
RRHA expects to play a significant role in the development project. RRHA anticipates financial returns and will view proposals that structure and budget return opportunities most favorably for RRHA. RRHA will advantageously review creative proposals that structure ground lease payments, minimize risk issues, offer participation through joint ventures, and/or in addition to the receipt of a portion of the developer fee and cash flow. However, RRHA will not provide guaranties or indemnify any third parties and the developer partner(s) will be responsible for all such guaranties and indemnifications.

5.5 Schedule
Please provide a detailed milestone timeline for the project that identifies timeframes and ties payments to key milestones including MOU/Development Agreement execution, procuring entitlements, design and development, financing, leasing, ground breaking, and substantial completion of various phases of the development. Define the milestones in the development process as you see them. The schedule should clearly identify milestone events where, according to your development team's proposed financial structure between the parties, RRHA will be required to make decisions or contribute time to meet the process outlined in the chart. As part of this schedule, discuss the timing implications of a single phase versus multi-phase development project. The schedule should also clearly include elements of the entitlements procurement effort and your proposed community relations program.

Please outline proposed penalties or RRHA recourse against your entity (including principals under guarantees, letters of credit, or other remedies) in the event your development team fails to achieve any of the timeframes (particularly the procurement of entitlements) outlined above.

5.6 Risk Factors
We perceive key project risk factors to include additional procuring entitlements beyond what RRHA has secured, financing, development and construction, and leasing. Please outline the critical project risk factors and your development team's plan for mitigating these major risk elements. Identify other risk factors you will be focusing on as a part of this project, and your plan for mitigating these risks.

5.7 Activities Plan
The Activities Plan should include the sequencing of meetings, the stakeholder groups to be contacted, the documents that need to be produced, expenses to be incurred (and by whom), and the overall timeline for execution. This plan should specifically identify roles and responsibilities of the Principals. Develop a schedule that identifies the points at which RRHA will provide necessary input. Identify when RRHA will be receiving feedback as to the progress achieved through the procurement efforts.

5.8 Community Relations Plan
Detail your experience in developing and implementing a Community Relations Plan for development projects. Outline your development team's preliminary Community Relations plan for Jackson Place including all targeted groups to include in such a plan, and provide the proposed budget for the implementation of the Community Relations Plan. Discuss how your development team will work with RRHA to implement the plan.

RRHA will not reimburse any party for costs incurred in the development of architectural or planning documents or drawings for any submittal.

6.0 Equal Opportunity (DISADVANTAGED BUSINESS ENTERPRISE and Section 3 Business Concerns)

DISADVANTAGED BUSINESS ENTERPRISE – The response must include an explanation of the affirmative steps your team shall utilize to seek and enable strong participation by minority-owned and women-owned business enterprises

Section 3 – The response must include an explanation of steps your team shall utilize to seek and enable strong participation by Section 3 individuals and Section 3 business concerns. Provide the following information in your response:

a. Identify the extent to which DISADVANTAGED BUSINESS ENTERPRISE and Section 3 individuals and Section 3 businesses are included as part of the development team. Provide certification of DISADVANTAGED BUSINESS ENTERPRISE business status.

b. Discuss prior development experience utilizing DISADVANTAGED BUSINESS ENTERPRISE businesses and Section 3 individuals and businesses. Information must be provided in sufficient detail to reveal the team’s track record and allow an assessment of the level and quality of effort.

c. The response must include an explanation of the approach and methods your team shall utilize to ensure significant employment opportunities for residents of RRHA and other
individuals eligible as Section 3 participants. The response must indicate that the Offeror shall require all contractors and subcontractors to utilize various programs when available as a means to meet the Section 3 employment, as well as Section 3 business, requirements.

d. Stating the aforementioned, the Developer is expected [strongly encouraged] to hire a W/MBE - Section 3 Coordinator for the project(s) to achieve the Department of Housing and Urban Development Goals for Section 3.

7.0 Financial Capacity of Offeror
Provide the three (3) most recent years of audited financial statements from each member of the Offeror’s team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked “confidential.”

Provide a statement indicating how the Offeror will honor all financial guarantees, should the need arise. The statement should include more than a reference to the Financial Statements.

Additionally, provide three (3) bank references for the Offeror.

8.0 References
Provide a list of five (5) past or current partners in projects where the Offeror has demonstrated its qualifications in any or all of the activities requested under this RFP. The list must include the name, title, organization, address, telephone, and e-mail address of the person most familiar with the work completed. Please reference the name of the project with which the reference is familiar. References may also be provided by construction or permanent lenders; general contractors; public sector financing partners; LIHTC limited partner investors; etc.

9.0 Certifications and Assurances
The Offeror must provide the following assurances and complete and submit all certifications indicated below:

   Non-Collusive Affidavit
   Certificate of Non-segregated Facilities
   Minority Business Participation Commitment Form
   RRHA Section 3 Clause
   HUD form 5370 General Conditions for Construction Contracts
   HUD form 5369-B Instructions to Offerors

10.0 Other Attachments
The Offeror may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.
4.3. **Evaluation Criteria**

Proposals shall be evaluated by RRHA using the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criterion</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Organization</td>
<td>10</td>
</tr>
<tr>
<td>Developer Experience and Qualifications</td>
<td>35</td>
</tr>
<tr>
<td>Technical Response to Proposed Plan</td>
<td>25</td>
</tr>
<tr>
<td>Financial Capacity of Offeror</td>
<td>20</td>
</tr>
<tr>
<td>Equal Opportunity (DISADVANTAGED BUSINESS ENTERPRISE)</td>
<td>5</td>
</tr>
<tr>
<td>Equal Opportunity (Section 3)</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
5.  SELECTION PROCESS

5.1.  Selection Process

RRHA shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal(s) and all information developed in the selection process to this point, RRHA shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a Development Agreement, satisfactory and advantageous to RRHA cannot be negotiated that is considered fair and reasonable, negotiations with the Offeror ranked first shall be formally terminated and RRHA will begin negotiations with the Offeror ranked second, and so on, until such an agreement can be negotiated with fair and reasonable terms and conditions. Should RRHA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, an agreement may be negotiated and awarded to that Offeror. RRHA reserves the right to formally terminate negotiations and/or cancel the procurement program at any point.

5.2.  Communication During the Procurement Process

During the solicitation and subsequent evaluation process, Offerors may not make any contact regarding this RFP with Board Members, residents, or RRHA staff other than the Contract Officer. The activities of the Evaluation Panel are confidential and any contact with members of the above groups will create the impression of unfair access or conflict of interest. Contact prior to selection may lead to a nullification of the results of the RFP, or a dismissal of the offending Offeror’s submission, or it may result in the contacted party being required to recuse himself or herself from consideration of the Offeror’s submission.

5.3.  Pre-proposal Conference

A Pre-proposal Conference will be held at **2:00 PM EST, October 29, 2018**, at the Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration, 918 Chamberlayne Parkway, Richmond, Virginia 23220.

Although attendance at this conference is not mandatory, it is encouraged. The conference will provide Offerors with a briefing on the proposed development program and the opportunity to discuss the project with RRHA staff and consultants.
5.4. Questions Regarding RFP

Questions regarding this RFP must be directed in writing, via email by **November 09, 2018** to Mr. Kerry L. James, Director of Procurement and Contract Administration, [Kerry.james@rrha.com](mailto:Kerry.james@rrha.com).
6. GENERAL INFORMATION

6.1. RRHA Options

RRHA reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- Cancel and/or reissue the RFP, and/or reject all proposals;
- Reject, in whole or in part, any or all proposals received in response to this RFP which are incomplete and/or non-responsive;
- Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFP or any subsequent negotiation process;
- Request that certain or all Offerors to this RFP supplement or modify certain aspects of the information or proposals submitted;
- Modify the selection procedure, the scope of the proposed project or the required responses; and
- Select more than one co-developer to perform duties outlined in the RFP.
- Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of RRHA and its Board of Commissioners. Protests of the bid and/or award process shall be handled in accordance with the “RRHA Statement of Procurement Policy.”

RRHA will accept only one proposal from each Offeror. However, sub consultants may participate as members of more than one Offeror’s development team.

No award will be made to any Offeror that is determined not responsible to perform or if the Offeror or any member of its team are suspended, debarred or otherwise determined ineligible to receive an award from HUD. Prior to award, RRHA will review the proposed Offeror’s ability to perform the contract successfully, considering such factors as the Offerors’ integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Offeror’s clients), and financial and technical resources.
6.2. No Claim Against RRHA

Offerors shall not obtain, by submitting a proposal in response to this RFP, any claim against RRHA or RRHA’s property by reason of all or any part of any of the following:

- Any aspect of this RFP;
- The selection process;
- The rejection of any or all offers;
- The acceptance of any offer;
- Entering into any agreements or the failure to enter into any agreements;
- Any statements, representations, acts or omissions of RRHA to any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and
- Any other matters arising out of the foregoing

6.3. Key Personnel

In submitting their proposals, Offerors are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the development firm under its sole direction, and not employees or agents of RRHA.

6.4. Contract Form and Issues

This RFP will lead to a Development Agreement, the exact terms of which will be negotiated between RRHA and the successful Offeror. No contractual rights shall arise out of the process of negotiation until such time as the RRHA and the selected Developer have signed the Agreement.
6.5. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract.

A. Insurance and Indemnification

Contractor shall obtain and maintain during the term of this Contract professional liability insurance coverage in a minimum amount of at least $1,000,000 with an insurance carrier having a Best "B+" or better rating or equivalent and which is authorized to conduct business in the Commonwealth of Virginia ("State"). A certificate of such insurance must be on file with RRHA prior to Contractor commencing work hereunder. At RRHA's request, Contractor shall cause RRHA to be named as an additional insured under such professional liability policy. So long as the Contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to RRHA. Such professional liability policy shall continue to be enforceable for a minimum period of five (5) years following termination of this Contract. Any subcontractor engaged by Contractor to perform services related to this Contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this Paragraph.

Contractor shall also obtain and maintain worker's compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by Contractor to satisfy such requirement as well. Contractor shall also obtain and maintain commercial automobile liability insurance (either under a separate policy or as an endorsement to a commercial general liability policy) for any automobiles owned by Contractor.

Contractor shall indemnify, hold harmless and defend RRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by Contractor or its agents, servants or employees;

- any conduct or misconduct of Contractor not included in the above subparagraph hereof and for which RRHA, its agents, servants or employees are alleged to be liable;
• the negligence or other actionable fault of any subcontractors; or

• claims, suits, actions or proceedings of whatsoever nature that are brought by Contractor’s employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

The execution of the Contract by Contractor shall obligate Contractor to comply with all the terms and conditions hereof. Notwithstanding any other term or condition of this Contract, the indemnification shall survive the expiration or earlier termination of this Contract for a period of five (5) years.

6.6. Rules, Laws and Regulations

The Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the services.

The Development Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond and any litigation with respect thereto shall be brought in the courts of the Commonwealth. This contract is made, entered into, and shall be performed in the jurisdiction of the City of Richmond, Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.
I. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

B. Applicable Laws and Courts:
This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. This contract is made, entered into, and shall be performed in the jurisdiction of the City of Richmond, Commonwealth of Virginia. The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

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

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

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

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 these requirements.

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

D. Ethics in Public Contracting:
By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. Immigration Reform and Control Act of 1986:
By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. Debarment Status:
By submitting their proposals, offerors certify that they are not currently debarred by RRHA, The Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
G. Antitrust:

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

H. MANDATORY USE OF RRHA FORM AND TERMS AND CONDITIONS FOR RFPs:

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

I. Clarification of Terms:

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Precedence of Terms:

The following Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Code of Virginia, Virginia Public Procurement Act and the HUD Handbook 7460.8 Rev 2 shall apply.

K. Qualifications of Offerors:

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

L. Testing and Inspection:
RRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. Assignment of Contract:
A contract shall not be assignable by the contractor in whole or in part without the written consent of RRHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of RRHA, which may be withheld by RRHA in its sole discretion. The contractor shall be as fully responsible to RRHA for acts and omissions of the contractor’s subcontractors and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of goods and services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.

N. Changes to the Contract:
Changes can be made to the contract in any of the following ways:
1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2) RRHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRHA a credit for any savings. Said compensation shall be determined by one of the following methods:
   a. By mutual agreement between the parties in writing or
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to RRHA’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for
overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. RRHA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RRHA within thirty (30) days from the date of receipt of the written order from RRHA. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in the accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

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

P. Taxes
Sales to the Richmond Redevelopment and Housing Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

Q. Insurance:
By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certified that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract.

a) Contractor shall obtain and maintain, during the term of this contract, professional liability insurance coverage in a minimum amount of $1,000,000 with an insurance carrier have an AM Best rating of “B+” (or equivalent) or better and which is authorized to conduct business in the Commonwealth of Virginia (“State”). A certificate of such insurance must be on file with RRHA prior to Contractor commencing work hereunder. At RRHA’s request, contractor shall name RRHA as additional insured under such professional liability policy. So long as the contract is in effect, such professional liability insurance policy shall provide for thirty (30) days’ prior written notice of
cancellation to RRHA. Such professional liability policy shall continue to be enforceable for a minimum period of five (5) years following termination of this contract. Any subcontractor engaged by the contractor to perform services related to this contract shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this paragraph.

b) Contractor shall obtain and maintain worker’s compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by contractor to satisfy such requirement as well. Contractor shall also obtain and maintain commercial automobile liability insurance (either under a separate policy or as an endorsement to a commercial general liability policy) for any automobiles owned by the contractor.

c) Contractor shall indemnify, hold harmless and defend RRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by contractor or its agents, servants or employees;
- any conduct or misconduct of contractor not included in the above subparagraph hereof and for which RRHA, its agents, servants or employees are alleged to be liable;
- the negligence or other actionable fault of any subcontractors; or
- claims, suits, actions or proceedings of whatsoever nature that are brought by contractor’s employees, candidates for employment, and statutory employees, as determined under the State workers’ compensation laws.

d) The execution of the contract by contractor shall obligate contractor to comply with all the terms and conditions hereof. Notwithstanding any other term or condition of this contract, subparagraph “O” hereof shall survive the expiration or earlier termination of this contract for a period of five (5) years.

R. Announcement of Award:
Upon the award or the announcement of the decision to award a contract over $50,000, as a result of the solicitation, RRHA will publicly post such notice on RRHA website (www.rrha.org) and DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. The notice is also posted in the Division of Procurement Services.

S. Drug-Free Workplace:
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

T. Smoke-Free Workplace
RRHA “smoke-free” policy bans the use of all prohibited tobacco products at any location upon any RRHA property, whether indoors or outdoors, if such location is within 25 feet of any building, door, or window on such property, including public housing units, administrative office buildings, community centers, and common areas. Contractors, vendors, and all employees and agents thereof, may not use prohibited tobacco products in violation of RRHA’s “smoke-free” policy.

For the purpose of this agreement, “prohibited tobacco product” means:

a. Any item or device that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, pipes, and water pipes (“hookahs”); and

b. Any electronic device that provides a vapor of liquid nicotine, with or without other substances, which device simulates the use of lit tobacco products, including any such device whether manufactured or referred to as “e-cigarettes,” “e-cigars,” “e-pipes,” or any other product or trade name.

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

V. Personnel:

1) The contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of RRHA not shall they have any contractual relationship with RRHA. All commitments made by the contractor in the proposal (as modified herein) with respect to (i) the contractor’s qualifications and its satisfaction of mandatory requirements in the RFP and (ii) the number and qualifications of its personnel to be assigned to this contract, shall be incorporated herein by this reference.

2) All the required services will be performed by the contractor or under its supervision, and all personnel employed by the contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The contractor shall not reassign any personnel specifically designated in the proposal to perform services under this contract without RRHA’s prior approval. The contractor certifies that it will comply with RRHA’s request for the reassignment of any employee of contractor performing the required services hereunder when RRHA determines, in its own reasonable opinion that such employee is not suited to work on this contract.

3) No person who has been previously convicted of a criminal act (whether misdemeanor or felony) or is serving a sentence in a penal or correctional institution shall be employed by the contractor or otherwise be allowed to work under this contract.

W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or
as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. No Waiver:
No failure or delay by a party to insist on the strict performance of any term of this contract or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this contract are cumulative and not exclusive of the remedies provided by law or in equity.

Y. Minority Business Participation:
The contractor shall use its best efforts to comply with the commitment it has made in the proposal relative to the participation of businesses primarily (at least 51%) owned by minorities, women, public housing residents, or small businesses (collectively, “Disadvantaged Business Enterprises) in the performance of this contract. By executing this contract, the contractor accepts the right of RRHA to appoint an RRHA employee to monitor the contractor’s compliance with the commitments and requirements of this paragraph. The contractor agrees to promptly submit reports to RRHA on request detailing the level of participation by Disadvantaged Business Enterprises in the contract. RRHA shall have the right to review all relevant documents of the contractor relating to the participation of Disadvantaged Business Enterprises in the contract on an ongoing basis. RRHA reserves the right to evaluate the contractor’s performance with regard to the commitments and requirements of this paragraph n an annual basis.
II. SPECIAL TERMS AND CONDITIONS

A. Audit:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. AWARD TO MULTIPLE OFFERORS:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

C. Notices:

1. Any notice, instruction, request or demand required to be given or made to the contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, by the contractor.

2. Any notice, request, information, or documents required to be given or delivered hereunder by the contractor to RRHA or any of its representatives, unless stated otherwise elsewhere in this contract, shall be signed and approved in writing by the contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

   Richmond Redevelopment and housing Authority
   Purchasing Department
D. Ownership of Intellectual Property:
All copyright and patent rights to all papers, reports, forms, deliverables, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of RRHA. On request, the contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to RRHA to evidence RRHA’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

E. Proposal Acceptance Period:
Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

F. Security Requirements:
All employees of the contractor working on this project may be required to submit to fingerprinting and a fingerprint based criminal history check conducted by RRHA at the expense of the contractor and in accordance with the procedures applicable to RRHA’s employees. The eligibility of contractor’s employees to work on this project may be contingent upon satisfactory results of the criminal history check which are subject to the standards of review applicable to RRHA’s employees.

The contractor will be required to obtain from its employees working on this project the appropriate information release forms completed and signed by each employee giving his/her consent to the fingerprinting and criminal history check. Such completed and signed forms must be submitted by the contractor to RRHA prior to the criminal history check. Employees of the contractor who refuse to consent to the criminal history check will not be permitted to work on this project.
G. Subcontracting:
Notwithstanding anything contained herein to the contrary, contractor agrees that it shall be solely responsible for the performance of the services required hereunder and that RRHA shall be entitled to deal solely with contractor on all matters pertaining to this contract.

Except as otherwise provided by, none of the services covered by this contract shall be subcontracted by contractor without RRHA’s prior written consent, which may be withheld by RRHA in its sole and unfettered discretion.

Contractor shall be fully responsible to RRHA for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by any such subcontractor, as it is for the acts and omissions of persons directly employed by contractor. Contractor shall insert in each subcontract appropriate provisions of this contract.

H. Termination for Cause:
Each of the following shall constitute an “event of Default” hereunder, the occurrence of which shall give RRHA the right, at its option, to immediately terminate this contract:

1) The occurrence of any act or omission on the part of contractor that materially deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities required to be performed by it hereunder;

2) The filing by or against contractor of a petition in bankruptcy, which petition is not dismissed within sixty (60) days of the filing thereof. The failure of contractor to pay its bills when due or the adjudication of contractor as bankrupt.

3) The abandonment, discontinuance, or insufficient performance by contractor without the written consent of RRHA of any or all of the services required to be performed by it hereunder.

4) The indictment of contractor or any of its employees, contractors, agents, or representatives for a criminal or fraudulent act committed while performing the services called for hereunder.

5) The failure of contractor to maintain and keep in force any insurance policy required hereunder.

6) The failure by contractor to comply with any of the terms or conditions hereof or to timely and properly fulfill its obligations hereunder.
Upon occurrence of an Event of Default hereunder, RRHA shall have the right to terminate this contract by giving ninety (90) days written notice to contractor of such termination and specifying the reasons for termination and the effective date thereof. After the termination of this contract due to an Event of Default, RRHA may, at its discretion, assume the work and services that were to be provided by contractor hereunder and see that the same are completed by agreement with another party, all without liability to RRHA, and contractor shall be liable for any additional cost incurred by RRHA in obtaining such replacement services. Under no circumstances shall contractor be relieved of liability to RRHA for damages sustained by RRHA after an Event of Default by contractor hereunder, and RRHA may withhold any payments due to contractor for the purpose of setoff until such time as the exact amount of damages incurred by RRHA are determined. If, after termination of this contract based on an Event of Default by contractor, it is determined that such Event of Default had not actually occurred, the termination shall be deemed to have been effected for the convenience of RRHA.

I. Termination for Convenience:
Notwithstanding anything contained in the contract to the contrary, RRHA may terminate this contract for RRHA’s convenience at any time by delivering 90 day written notice thereof to contractor. If the contract is so terminated, in addition to RRHA’s obligation to make payment of legitimate and reimbursable expenses hereunder not theretofore paid, contractor will be paid for the services performed hereunder within 90 days of the date of termination, based on the hourly rates set forth in the contract. Contractor acknowledges and agrees that it shall not be entitled to any other form of compensation whatsoever in the event this contract is terminated for the convenience of RRHA.

J. Termination Notice:
Upon the effective date of a termination notice issued by RRHA (whether for convenience or after an Event of Default hereunder), contractor shall (i) promptly discontinue all services provided by it hereunder (unless the notice directs otherwise) and (ii) deliver or otherwise make available to RRHA (or its employees, agents, or contractors, including any successor contractor) all documents, data, studies, summaries, reports, and other such information and materials as have been accumulated or prepared by contractor in performing its obligations hereunder, whether completed or in process, unless contractor considers such information proprietary and shall provide RRHA with an explanation of why it reasonably considers the information to be proprietary. RRHA shall have the right to challenge contractor’s designation of any
information as proprietary. To the extent that contractor has not previously received compensation hereunder for its preparation of such documents, contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Contractor shall provide usual and customary professional courtesy and responses to any inquiries made by a successor contractor employed by RRHA, all without additional charge to RRHA or such successor contractor. Any disputes related to the termination by RRHA of this contract (whether for convenience or after an Event of Default hereunder) shall be resolved in accordance with the procedures outlined in the RFP.’

K. Interest of Members of RRHA & Local Public Officials:
The following persons shall not have any personal interest, direct or indirect, in this contract during his/her tenure or for one year thereafter: (a) members of the RRHA board; (b) member, officers, employees, or agents of RRHA; (c) any public official of the City of Richmond (“City”) who exercises any functions or responsibilities with respect to RRHA; or (d) members of City Council.

L. Warranties:
The selected contractor will furnish a warranty period guaranteeing that their software will function in accordance with the requirements as documented in the RFP responses to the Comprehensive System Questionnaire and in accordance with the system documentation.

M. Source Code:
The selected contractor will either provide RRHA copies of the source code or will escrow the source code with an independent organization to ensure its availability in the event of failure to satisfy the terms of this contract.

III. PRICING SCHEDULE (COST PROPOSAL):
It is important for RRHA to gain a reasonable clear understanding of your firm’s total pricing for goods/services described in the RFP. Provide detailed pricing information for all software, special hardware, and subsequent maintenance support.

The pricing information should be for total cost for the project. All additional costs should be included in your price proposal.
ATTACHMENT A

EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all offerors will be considered to have accepted all the terms of the RFP and any addendum as issued without exception. In addition, offerors should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.
ATTACHMENT B

SECTION 3
COMPLIANCE CLAUSE AND COMMITMENT FORM

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every Subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the Subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Definitions

Low Income Person as used above means a resident of the Richmond Metropolitan Area at or below 80% of medium income as shown in the Income Table below.

Economic Opportunities as used above means contracts with (a) that is fifty-one percent (51%) or more owned by Section 3 residents; (b) whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (a) or (b).

Applicability

This Contract plus all Subcontracts.

Reporting

The Contractor will be required to report all new hires employed as a result of this Contract and to determine and report whether or not any of these new hires may be defined as low income persons based upon the above stated definition and by employing the income table below. For Subcontracts the Contractor will be responsible for requiring the Subcontractor to (a) report all new hires employed as a result of this Contract and to determine and report whether or not any of these new hires may be defined as low income persons based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a low income person or a Section III Business based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.
**INCOME TABLE**

This table shows 80% of median income for Richmond Metropolitan Area for the designated number of persons in a family.

<table>
<thead>
<tr>
<th>Income Limit Category</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Low (50%) Income Limits</td>
<td>$29,150</td>
<td>$33,300</td>
<td>$37,450</td>
<td>$41,600</td>
<td>$44,950</td>
<td>$48,300</td>
<td>$51,600</td>
<td>$54,950</td>
</tr>
<tr>
<td>Extremely Low (30%) Income Limits</td>
<td>$17,500</td>
<td>$20,000</td>
<td>$22,500</td>
<td>$25,100</td>
<td>$29,420</td>
<td>$33,740</td>
<td>$38,060</td>
<td>$42,380</td>
</tr>
<tr>
<td>Low (80%) Income Limits</td>
<td>$46,600</td>
<td>$53,250</td>
<td>$59,900</td>
<td>$66,550</td>
<td>$71,900</td>
<td>$77,200</td>
<td>$82,550</td>
<td>$87,850</td>
</tr>
</tbody>
</table>
Minority Business and Section 3 Participation
Commitment Form

Project Name:

It is the policy of Richmond Redevelopment and Housing Authority (“RRHA”) to encourage Minority and Section 3 participation in all contracts. To implement this policy, RRHA shall encourage Minority and Section III participation through subcontracting, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that will be subcontracted to Minority and Section 3 Businesses and Section 3 Individuals.

Minority Participation:
For the purpose of this commitment, the term “Minority Business” means a business at least 51 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

______________ Percent *

To be considered a “minority business”, the business must be so certified by the Commonwealth of Virginia Department of Minority Business Enterprise, City of Richmond or any other local, state, or federal agency that certifies businesses as a minority business.

Section 3 Participation:
For the purpose of this commitment, the term “Section 3” refers to Section 3 businesses and Section 3 individuals based on the definitions below:

Definitions:
Low Income Person as used above means a resident of the Richmond Metropolitan Area at or below 80% of medium income as shown in the Income Table below.

Economic Opportunities as used above means contracts with (a) businesses owned 51% or more by residents of Richmond metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Richmond metropolitan area at or below 80% of medium income. Such businesses are referred to as Section 3 Business.
**Income Table**
This table shows 80% of median income for Richmond Metropolitan Area for the designated number of persons in a family.

<table>
<thead>
<tr>
<th></th>
<th>1 person</th>
<th>2 persons</th>
<th>3 persons</th>
<th>4 persons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$46,600</td>
<td>$53,250</td>
<td>$59,900</td>
<td>$66,550</td>
</tr>
<tr>
<td>5 persons</td>
<td>$71,900</td>
<td>$77,200</td>
<td>$82,550</td>
<td>$87,850</td>
</tr>
</tbody>
</table>

To be considered a “Section 3 business or Section 3 individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section 3 participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section 3 opportunities.

______________ Percent *

*RRHA will consider Minority and Section 3 participation in awarding this Contract. RRHA reserves the right to approve or disapprove any subcontractor list or individual.

**FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

The undersigned hereby certifies that he or she has read the terms of this commitment form and is authorized to bind the prospective bidder/offeror to the commitment herein set forth.

__________________________  ________________________________
Firm’s Name  Name of Authorized Officer – printed

__________________________  ________________________________
Date  Signature of Authorized Officer – signed
SECTION 3 COMPLIANCE FORM

__________________________________________
Contractor

__________________________________________
Address

__________________________________________
City, State, Zip Code

Subject: Statement of compliance with Section 3 Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Richmond Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

__________________________________________
Typed Signature and Title

__________________________________________
Signature

__________________________________________
Date signed
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business

Address of Business

Type of Business:  
___Corporation  ___Partnership
___Sole Proprietorship  ___Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:
___Copy of resident lease  ___Copy of receipt of public assistance
___Copy of evidence of participation in a public assistance program  ___Other evidence

For Business entity as applicable:
___Copy of Articles of Incorporation  ___Certificate of Good Standing
___Assumed Business Name Certificate  ___Partnership Agreement
___List of owners/stockholders and % ownership of each  ___Corporation Annual Report
___Latest Board minutes appointing officers
___Organization chart with names and titles and brief function statement  ___Additional documentation

For Business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to Section 3 business:
___List of subcontracted Section 3 business (es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

List of all current full-time employees  List of employee claiming Section 3 status
PHA/PHA Residential lease less than 3 years from day of employment  Other evidence of Section 3 status less than 3 years from date of employment
Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

___Current financial statement
___Statement of ability to comply with public policy
___List of owned equipment
___List of all contracts for the past two years

_________________________   __________________________
Authorizing Name (Business)   Date

_________________________
Authorizing Signature (Business)

_________________________   __________________________
Authorizing Name  
(Attested by)   Date

_________________________
Authorizing Signature  
(Attested by)
ATTACHMENT C

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in its files.

Date____________________, 20________

____________________________________
(Name of Bidder)

Official Address

____________________________________

By ________________________________

Title ________________________________
ATTACHMENT D

STATEMENT OF OFFEROR’S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he desires.

1. Name of Bidder.

2. Permanent main office address, including City, State, Zip Code, Phone Number and Fax Number.

3. When organized?

4. If incorporated, where incorporated?

5. How many years have you been engaged in business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). See attached

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.

11. List your major equipment available for the performance of this Contract.
12. Describe your experience in work similar in nature to this project. Provide a listing of at least three (3) current or recent accounts, either commercial or government (e.g., another public or housing project of similar dollar value) that your company is servicing, has serviced, or has provided similar services. Include a short description of the project, timeline, and dollar value. Also provide contact information including the company name, contact person name, telephone number and email address.

1. Project Description: ________________________________
   Timeline/Dates of Service: ________________________________
   Dollar Value: __________________
   Company Name: ________________________________
   Contact Person Name: ________________________________
   Contact Person Telephone Number: ________________________________
   Contact Person Email Address: ________________________________

2. Project Description: ________________________________
   Timeline/Dates of Service: ________________________________
   Dollar Value: __________________
   Company Name: ________________________________
   Contact Person Name: ________________________________
   Contact Person Telephone Number: ________________________________
   Contact Person Email Address: ________________________________

3. Project Description: ________________________________
   Timeline/Dates of Service: ________________________________
   Dollar Value: __________________
   Company Name: ________________________________
   Contact Person Name: ________________________________
Contact Person Telephone Number: ________________________________

Contact Person Email Address: ________________________________.

13. List the background and experience of the principal members of your organization including the officers.

14. You are required, upon request, to fill out a detailed financial statement and furnish any other information that may be required by the Richmond Redevelopment and Housing Authority (RRHA). Do you agree to provide such information upon request?

15. Have you ever been a party to or otherwise involved in any action or legal proceedings involving matters related to allegations of discrimination based on race, color, nationality, sex, or religion? If so, give full details.

16. Have you ever been accused of discrimination based upon race, color, nationality, sex, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at this _____ day of _________________, 20______.

__________________________________
(Name of Contractor)

By: __________________________________

Title: ________________________________

State of _____________ )
     ) ss.
County of _____________ )

____________________________________, being duly sworn, deposes and says he is ____________________________
(Title)
of ___________________________ and that the answers to the
(Name of Organization)
foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this __________ day of _________________ , 20____

My Commission Expires ___________________________
ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of ______________________ \(\) County of ______________________\(\)

______________________________________________________________________, being first

duly sworn, deposes and says that:

(1) He is ____________________________________________________

(Owner, Partner, Officer, Representative or Agent)

of _________________________________________________________, the Bidder that has submitted
the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and

of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,

representatives, employees or parties in interest, including this affidavit, has in any way colluded,

conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit
a collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by unlawful agreement or collusion or communication or conference
with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any
other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the Richmond Redevelopment and Housing Authority or any person interested in
the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any

collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

__________________________________________

(Name)

__________________________________________

(Title)

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

__________________________________________

__________________________________________

My Commission Expires _____________________
AN ORDINANCE No. 2018-211

To conditionally rezone the properties known as 700 North 3rd Street; 200, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, and 218 Maggie L. Walker Place; and 701, 703, 705, 707, 709, 723, and 745 North 2nd Street from the R-53 Multifamily Residential District to the B-7 Mixed-Use Business District (Conditional), upon certain proffered conditions.

Patron – Mayor Jones (By Request)

Approved as to form and legality by the City Attorney

PUBLIC HEARING: SEPT 10 2018 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That, as shown on the survey entitled “Plat of Boundary Survey Showing Several Parcels of Land Situated between Interstate 64 and Jackson Street and between 2nd and 3rd Street (Relocated),” prepared by Timmons Group, and dated December 28, 2017, a copy of which is attached to, incorporated into, and made a part of this ordinance, the following properties, with tax parcel numbers as shown in the 2018 records of the City Assessor, are excluded from the R-53 Multifamily Residential District and shall no longer be subject to the provisions of sections 30-418.1 through 30-418.8 of the Code of the City of Richmond (2015), as amended, and that the

AYES: 8  NOES: 0  ABSTAIN: 

ADOPTED: SEPT 10 2018  REJECTED: STRICKEN: 

same are included in the B-7 Mixed-Use Business District and shall be subject to the provisions of sections 30-446.1 through 30-446.8 and all other applicable provisions of Chapter 30 of the Code of the City of Richmond (2015), as amended:

<table>
<thead>
<tr>
<th>Address</th>
<th>Parcel Number</th>
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<tbody>
<tr>
<td>700 North 3rd Street</td>
<td>Tax Parcel No. N000-0041/060</td>
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<td>200 Maggie L. Walker Place</td>
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<td>207 Maggie L. Walker Place</td>
<td>Tax Parcel No. N000-0041/113</td>
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<td>208 Maggie L. Walker Place</td>
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<td>209 Maggie L. Walker Place</td>
<td>Tax Parcel No. N000-0041/114</td>
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<td>Tax Parcel No. N000-0041/119</td>
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<td>705 North 2nd Street</td>
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<td>707 North 2nd Street</td>
<td>Tax Parcel No. N000-0041/121</td>
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<td>709 North 2nd Street</td>
<td>Tax Parcel No. N000-0041/122</td>
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<tr>
<td>723 North 2nd Street</td>
<td>Tax Parcel No. N000-0041/110</td>
</tr>
<tr>
<td>745 North 2nd Street</td>
<td>Tax Parcel No. N000-0041/062</td>
</tr>
</tbody>
</table>

§ 2. That the rezonings set forth in section 1 of this ordinance shall be conditioned upon the compliance by the owner or owners with all of the proffered conditions contained in the agreement entitled “Amended and Restated Proffered Conditions” and dated May 24, 2018, a copy of which is attached to, incorporated into, and made a part of this ordinance. These conditions, having been proffered by the owner or owners and accepted by the City, shall continue in full force and effect until a subsequent amendment to the City’s zoning ordinance.
changes the zoning of the parcels rezoned by this ordinance and specifically repeals such conditions.

§ 3. This ordinance shall be in force and effect upon adoption.
O & R Request

DATE: June 25, 2018

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor
(This is no way reflects a recommendation on behalf of the Mayor.)

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer for Economic Development and Planning

FROM: Mark A. Olinger, Director, Department of Planning and Development Review

RE: To conditionally rezone the properties known as 700 North 3rd Street and 200, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 Maggie L. Walker Place and 701, 703, 705, 707, 709, 723, 745 North 2nd Street from the R-53 Multifamily Residential District to the B-7 Mixed Use Business District.

ORD. OR RES. No. ___

PURPOSE: To conditionally rezone the properties known as 700 North 3rd Street and 200, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218 Maggie L. Walker Place and 701, 703, 705, 707, 709, 723, 745 North 2nd Street from the R-53 Multifamily Residential District to the B-7 Mixed Use Business District.

REASON: With this application, the owners of the subject properties are petitioning the City Council to rezone twenty-six (26) properties from the existing zoning regulations with certain conditions. This will allow for the development of the existing, unimproved parcels to be developed at higher densities and a mix of uses currently not permitted within the R-53 zone.

RECOMMENDATION: In accordance with the requirements of the City Charter and the Zoning Ordinance, the City Planning Commission will review this request and make a recommendation to City Council.
This item will be scheduled for consideration by the Commission at its September 4, 2018, meeting. A letter outlining the Commission's recommendation will be forwarded to City Council following that meeting.

BACKGROUND: The properties within this application combined are approximately 146,604 sq. ft. of land (3.4 acres) within the Jackson Ward/Biotech/VCU Health area. The properties are located in the blocks bound by East Jackson Street, North 3rd Street, Maggie L. Walker Place, and North 2nd Street, and by Maggie L. Walker Place, North 2nd Street, and Interstate 95/64.

The properties are primarily unimproved, accept for 700 N 3rd Street which has a 6,649 sq. ft. building constructed, according to city assessment records, in 1998. This property is subject to a special use permit (Ord. No. 97-288-290) authorizing a lodge and reception facility.

The properties are located in the Downtown Planning District. The City of Richmond's Pulse Corridor Plan designates the property for Neighborhood Mixed-Use land use, within the Convention Center Station Area.

Neighborhood Mixed-Use areas are recommended to be “...cohesive districts that provide a mix of uses, but with a larger amount of residential uses than other mixed-use districts. They are an urban, walkable environment with limited neighborhood-oriented uses incorporated along key commercial corridors and at corner sites.

- The building size, density, and zoning districts for these areas will vary depending on historic densities and neighborhood characteristics. New development should be in scale with existing context.
- Regardless of use, buildings should have street-oriented facades with windows and door openings along street frontages. Appropriate setbacks and open space should be provided for residential uses.
- New driveway entrances prohibited on priority streets. Vehicular access to parcels should use alleys where possible.
- Parking lots and parking areas should be located to the rear of street-facing buildings.
- The density and size of development should be low to medium density, between 2 to 8 stories, with single- and multi-family uses being the primary uses. Secondary uses include retail, office, personal service, cultural, institutional and governmental uses, plazas, squares, pocket parks, and open space. Appropriate zoning districts for Neighborhood Mixed-Use areas are R-7, R-8, R-63, B-5, B-6, B-7, RF-1, UB-2” (Pulse Corridor Plan, p. 31).

The vision for the Convention Center Station Area, as stated by the Pulse Corridor Plan, is as follows:

“The gap in vibrant uses between the Arts District and the Government Center Stations is filled as vacant and underutilized parcels around the Convention Center are developed to include uses that enhance the Convention Center visitor experience and also provide for the daily needs of residents and workers in the area. Monroe Ward transforms into a denser, more complete neighborhood and more uses along Broad Street are created to serve these future residents. City-owned property fosters mixed-income redevelopment.” (p. 93).

A recommendation for the Convention Center Station Area is to use “City-owned lots...[to] develop affordable housing with a mix of uses” (p. 94).

Properties to the west of the subject property are located in the same R-53 district. Properties to the east are located in the RO-3 Residential Office District and RP Research Park District. Properties to the south are located in the B-2 Community Business District.
Office uses pertaining to the Biotech/VCU Health area are located to the east of the property across 3rd Street. A proposed mixed-use development is intended for the vacant parcels to the west of the subject property. Interstate 95/64 is located to the north of the property. A mix of commercial, institutional, vacant, multifamily, and public-open space land uses are present to the south of the subject property.

**FISCAL IMPACT / COST:** The Department of Planning and Development Review does not anticipate any impact to the City’s budget for this or future fiscal years.

**FISCAL IMPLICATIONS:** Staff time for processing the request; preparation of draft ordinance; and publishing, mailing and posting of public notices.

**BUDGET AMENDMENT NECESSARY:** No.

**REVENUE TO CITY:** $1,800 application fee.

**DESired EFFECTIVE DATE:** Upon Adoption.

**REQUESTED INTRODUCTION DATE:** July 23, 2018

**CITY COUNCIL PUBLIC HEARING DATE:** September 10, 2018

**REQUESTED AGENDA:** Consent.

**RECOMMENDED COUNCIL COMMITTEE:** None.

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** City Planning Commission, September 4, 2018

**AFFECtED AGENCIES:** Office of Chief Administrative Officer  
Law Department (for review of draft ordinance)  
City Assessor (for preparation of mailing labels for public notice)

**RELATIONSHIP TO EXISTING ORD. OR RES.:** None.

**REQUIRED CHANGES TO WORK PROGRAM(S):** None.

**ATTACHMENTS:** Application Form, Applicant’s Report, Draft Ordinance, Proffers, Survey, Map

**STAFF:** Matthew Ebinger, Principal Planner  
Land Use Administration (Room 511) 646-6308
Project Name/Location
Property Address: Jackson Place. See attached property information
Tax Map #: SEE ATTACHED PROPERTY INFORMATION
Fee: $1,500.00
Total area of affected site in acres: 3.37

(See page 6 for fee schedule, please make check payable to the "City of Richmond")

Zoning
Current Zoning: R-53 MULTIFAMILY RESIDENTIAL
Existing Use: UNDEVELOPED, PRIVATE CLUB

Proposed Zoning/Conditional Zoning
(Include a detailed description of the proposed use and benefits in the required applicant's report)
B-7 MIXED USE BUSINESS DISTRICT WITH ATTACHED PROPERTIES
Existing Use: UNDEVELOPED PARCELS AND PRIVATE CLUB

Is this property subject to any previous land use cases?
Yes [ ] No [X] If Yes, please list the Ordinance Number:

Applicant/Contact Person: BRIAN K JACKSON
Company: Hirschler Fleischer
Mailing Address: P. O. BOX 500
City: RICHMOND
State: VA
Zip Code: 23218-0500
Telephone: (804) 771-9545
Fax: (804) 544-0957
Email: bjackson@fj-law.com

Property Owner: RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, and CLUB 533, a Virginia corporation

If Business Entity, name and title of authorized signee: ORLANDO ARTIZE, interim Chief Executive Officer, and CARLTON SOUSSEAU, President

(The person or persons executing or attesting the execution of this Application on behalf of the Company certify that he or she has or have been duly authorized and empowered to so execute or attest)

Mailing Address: SEE ATTACHED SIGNATURE PAGES
City: 
State: 
Zip Code: 
Telephone: 
Fax: 
Email: 

Property Owner Signature: SEE ATTACHED SIGNATURE PAGES

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. Handwritten or photocopied signatures will not be accepted.
RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: [Signature]

Name: Orlando Artze

Title: CEO

Mailing Address
Richmond Redevelopment & Housing Authority
Attention: Orlando Artze, Interim Chief Executive Officer
901 Chamberlayne Parkway
Richmond, VA 23220
Signature Page to Conditional Rezoning Application for Richmond Redevelopment and Housing Authority and Club 533, A Virginia Corporation, dated February 9, 2018

CLUB 533, a Virginia corporation

By: Carlton L. Boisseau Jr.

Name: 

Title: President

Mailing Address
CLUB 533
Attention: Carlton Boisseau, President
700 N. 3rd Street
Richmond, Virginia 23219

9304789.1 040153.00006
Attachment to Conditional Rezoning Application for Richmond Redevelopment and Housing Authority and Club 533, A Virginia Corporation, dated February 9, 2018

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
APPLICATION/PROPERTY INFORMATION

Property Owner Information:

Club 533
Harrell & Chambliss LLP
Eighth and Main Building
707 East Main Street, Suite 1000
Richmond, VA 23219
(804) 915-3220
gpinn@hclawfirm.com

Richmond Redevelopment and Housing Authority
c/o: Orlando Artze, Interim Chief Executive Officer
901 Chamberlayne Parkway
Richmond, VA 23220
(804) 780-4023
k.somanath@rrha.com

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<tr>
<th>Property Owner</th>
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AMENDED AND RESTATED APPLICANTS' REPORT
FOR CONDITIONAL REZONING APPLICATION

Richmond Redevelopment And Housing Authority and
Club 533, a Virginia Corporation

25 Vacant parcels on N. 2nd Street and
one parcel at 700 N. 3rd Street, Richmond, Virginia
(hereinafter the "Subject Property")

RF-53 Multifamily Residential to B-7 Mixed Use Business District

Case No: RZON-030930-2018

June 4, 2018

I. Proposed Rezoning

In compliance with the administrative policy of the Department of Planning and Development Review, Richmond Redevelopment And Housing Authority and Club 533, a Virginia corporation (hereinafter referred to collectively as the "Applicant"), hereby submit the following report in connection with the enclosed rezoning application for the above referenced Subject Property from RF-53 Multifamily Residential to B-7 Mixed Use Business District.

II. The Property

The Subject Property consists of 700 N. 3rd Street, the location of a private club (Club 533) and 25 vacant parcels on N. 2nd Street and Maggie L. Walker Place, comprising 3.37 total acres for all of the subject properties, located in the Jackson Ward neighborhood bound by North 3rd Street, East Jackson Street, North Second Street and East Duval Street, all zoned R-53 Residential (multifamily).

The Applicant’s vision for the Subject Property and the area known as “Jackson Place,” is a vibrant mix of uses that attract residents, downtown employees and visitors to Jackson Ward including uses that serve the immediate area and reinforce Jackson Ward’s identity as one of the most historical and culturally rich areas in the country, and a key downtown residential community.

III. The Downtown Plan

The properties are located in the Downtown Planning District. The City of Richmond’s Pulse Corridor Plan designates the property for Neighborhood Mixed-Use land use, within the Convention Center Station Area. Neighborhood Mixed-Use areas are recommended to be “…cohesive districts that provide a mix of uses, but with a larger amount of residential uses than other mixed-use districts. They are an urban, walkable environment with limited neighborhood-
oriented uses incorporated along key commercial corridors and at corner sites. "... The density and size of development should be low to medium density, between 2 to 8 stories, with single- and multi-family uses being the primary uses. Secondary uses include retail, office, personal service, cultural, institutional and governmental uses, plazas, squares, pocket parks, and open space. Appropriate zoning districts for Neighborhood Mixed-Use areas are R-7, R-8, R-63, B-5, B-6, B-7, RF-1, UB-2" (Pulse Corridor Plan, p. 31).

IV. Proposed Uses

The Applicant is seeking to rezone the Subject Property from RF-53 Multifamily Residential to the B-7 Mixed Use Business Zoning District to permit a mixed use development to include a hotel, commercial uses, and the existing private club. The proposed rezoning is consistent with the Downtown Plan designation as Urban Center Area and is an appropriate infill opportunity.

V. Future Development Opportunity

The development of the Subject Property will be a continuation (phase II) of an overall redevelopment plan that includes an adjacent site to the West of the Property generally bounded by Jackson Street, East Duval Street, Third Street, Chamberlayne Parkway, and the alley between North 1st Street and Saint James Street which is currently being developed by RRHA in partnership with Community Preservation and Development Corporation (CPDC). That project is a mixed-use development planned for approximately 154 units to be built, 72 of which will house elderly residents from RRHA’s Frederick A. Fay Towers.

Today, Jackson Ward is experiencing a revitalization. The neighborhood is sandwiched between a flourishing downtown and major economic drivers such as the VCU Health System, and the Bio-Technology and Research Park which are spurring commercial development in the area. Additionally, the City’s Neighborhood in Bloom program invested significant Community Development Block Grant, and HOME funding for housing revitalization in this area.

VI. Rezoning Conditions (Proffers)

The Developer hereby proffers, as conditions of the rezoning, those proffers set forth on the attached document entitled “Amended and Restated Proffered Conditions,” dated May 24, 2018.

VII. Suitability of Rezoning

Future development pursuant to the proposed rezoning classification with proffered conditions will not be detrimental to the neighborhood. As a mixed use project, the proposed rezoning will not generate activities that are harmful to the health, safety, morals and general welfare of the area, and it will provide the opportunity for needed housing stock constructed in compliance with all applicable local, state and federal building codes and energy conservation requirements. Additionally, the development is likely to attract residents of diverse backgrounds and age groups so as not to adversely impact area schools, parks, playgrounds, water supplies, sewage and storm water systems, transportation or other governmental service. The development will add residential density and pedestrians in the area in a location with ample air, light and space components. Future development on the Property will increase revenue to the City of Richmond in the form of an expanded real estate tax base, construction revenue, bringing jobs to the area, as
well as bringing more consumers to the area. It will be a highly visible symbol of Jackson Ward’s transformation and will thereby further the City’s aspiration for this emerging neighborhood.

VIII. Community Support for Rezoning

The Applicant presented the rezoning proposal, proffers and related information to the Historic Jackson Ward Association. The Applicant will be providing letters of support from Historic Jackson Ward Association and other community stakeholders.

IX. Conclusion

The proposed rezoning is consistent with the Downtown Plan designation as Urban Center Area and is an appropriate land use to enhance the opportunity for long awaited infill development of a mixed-use project in Jackson Ward. A mix of uses for the Subject Property will bring much needed community services and amenities in the commercial spaces and quality housing options. Starting with the rezoning, RR1A’s program plan for Jackson Place is to implement a comprehensive development plan for the creation of a high quality mixed-use and mixed-income development in the Jackson Ward neighborhood. The goal is to create a dynamic residential and commercial environment that successfully integrates residential units with uniquely sized commercial uses.
AMENDED AND RESTATE PROFFERED CONDITIONS

Applicants: Richmond Redevelopment And Housing Authority ("RRHA") and Club 533, a Virginia corporation

Property: 25 Vacant parcels on N. 2nd Street and one parcel at 700 N. 3rd Street, Richmond, Virginia (collectively, the parcels shall be hereinafter referred to as the "Subject Property")

Project Name: Jackson Place and Club 533

Case No: RZON-030930-2018

Rezoning Request: Conditional Rezoning from RF-53 Multifamily Residential to B-7 Mixed Use Business District

Date: May 24, 2018

RRHA and Club 533 (the property owners) pursuant to the Code of Virginia (1950 as amended) and the Zoning Ordinance of the City of Richmond, for themselves and their successors or assigns, proffer and agree the Subject Property will be developed according to the following proffers if, and only if, the rezoning request submitted herewith is granted with only those conditions agreed to by the owners. In the event this request is denied or approved with conditions not agreed to by the owners, the proffers shall immediately be null and void and of no further force or effect.

1. Prohibited Uses.
   a. The following uses shall not be permitted on the Subject Property:
   b. Auto service centers;
   c. Building materials and contractors' sales and storage yards;
   d. Dry-cleaning or laundering establishments, except as accessory to other permitted uses (i.e., facilities that are part of a hotel);
   e. Funeral homes;
   f. Laundromats, except as accessory to multifamily housing and not prohibiting dry-cleaning pickup stations;
   g. Marinas;
   h. Breweries, excluding a microbrewery accessory to a restaurant;
   i. Manufacturing uses of under 15,000 square feet of area excluding small scale accessory manufacturing/warehousing/distribution establishments such as a coffee house that roasts coffee beans on premises and distributes roasted coffee beans therefrom;
j. Wholesale, warehouse and distribution establishments excluding small scale accessory manufacturing/warehousing/distribution establishments such as a coffee house that roasts coffee beans on premises and distributes roasted coffee beans therefrom; and

k. Uses permitted in the M-1 and M-2 districts and not otherwise listed as permitted uses in the B-7 Zoning District.

2. **Compatibility.**

Any development on the Property shall be generally contextual with buildings in the Jackson Ward neighborhood and its historical architecture and materials.

The developer of the Property shall be responsible for notifying in writing, of the submission of a site plan, to the last known President on file with the City Planning Department, of the Historic Jackson Ward Association, prior to or no later than fourteen (14) days after filing the plan. The developer shall provide a copy of the notification letter to the Planning Department.

**SIGNATURES APPEAR ON FOLLOWING PAGES**
Signature Page to Amended and Restated Proffers for Conditional Rezoning Application for Richmond Redevelopment and Housing Authority and Club 533, A Virginia Corporation, dated May 24, 2018. Case No: RZON-030930-2018

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: __________________________

Name: Orlando Artze

Title: Interim Chief Executive Officer
Signature Page to Amended and Restated Proffers for Conditional Rezoning Application for Richmond Redevelopment and Housing Authority and Club 533, A Virginia Corporation, dated May 24, 2018. Case No: RZON-030930-2018

CLUB 533, a Virginia corporation

By: Carlton L. Boisseau, Jr. 5.29.18

Name: Carlton L. Boisseau, Jr.

Title: President
Establish a new context for reinvestment.

Gilpin Neighborhood Strategy

June 2015
Development Program
Jackson Place

Parcel A - R63 Zoning
Parcel B & C - R53 Zoning

Test market rate rental; seniors housing (68 RAD units); corner commercial; hotel
Development Program -1
Jackson Place

Parcel A
68 Senior units (4 stories)
9 historic renovation (Convent)
33 multi-family units
2500 sf. commercial

Parcel B & C - R53 Zoning
96 Multi-family units
Development Program - 2

Jackson Place

Re-zoning Required

Parcel A
68 Senior units (4 stories)
9 historic renovation (Convent)
61 multi-family units
2500 sf. commercial

Parcel B & C - R53 Zoning
63 Multi-family units
2500 sf of commercial
115 room Hotel