December 3, 2006

Request for Proposals
Design Competition Management
Water Street Parking Lots

The City of Charlottesville is soliciting proposals for the management of a Design Competition for the Water Street Parking Lots (site bounded by Water Street, South Street, Second Street East and Second Street West). The successful proposer will design the competition in consultation with the City, will prepare the solicitation, and will manage the competition through prize award.

Proposals will be accepted by the City until 2:00 p.m. on December 20, 2006. Proposals not to exceed twelve (12) pages must be submitted to the attention of:

James E. Tolbert, AICP
Director
Neighborhood Development Services
610 East Market Street
Charlottesville, VA 22902

Call with questions at (434) 970-3182.

SCOPE OF SERVICES

The successful proposal will manage an "open ideas" competition for the Water Street Parking Lots. An "open ideas" competition is defined as follows:

> An open ideas competition invites architectural and urban design teams locally or nationally to submit creative ideas for the development of a site. The competition can be national or local and the cost is closely tied to that decision. The program requirements are crafted and vetted by a group of local stakeholders and the winners are selected through a facilitated jury process. The composition of the jury generally reflects diverse perspectives including architects, landscape architects, green building experts, urban designers, developers, transportation professionals, City officials, and citizens. The winner of the competition generally receives a cash prize.

An open ideas competition generates excitement and publicity for a project while bringing the highest degree of creativity to the process. Some proposals stretch the boundaries, but aim to provoke thought and provide a vast array of alternatives. A good example of an open ideas competition is the Urban Habitats Design Competition for the Sunrise Trailer Park, organized jointly by the Charlottesville Community Design Center and Habitat for Humanity (see www.urban-habitats.org).

The considerations guiding this process are as follows:

- Prioritizing the highest and best use of a limited public and private asset.
- Increased connectivity in the rapidly-developing corridor south of the mall and with the mall.
- A demonstration of the city's commitment to affordable services and workforce housing.
- Continued public desire for a civic space south of the mall.
- The critical need for a comprehensive parking plan for downtown.
- Accommodating current and future public transit possibilities.
- A commitment to architectural excellence and multi-use, environmentally-friendly building.

Services required for the Water Street Open Ideas Competition are described below. The City anticipates that these may be modified somewhat during contract negotiation based on the prior experience of the successful proposer.

3 Phases: Development, Launch/Maintenance, Judge & Exhibit/Promote

Development:

- Develop competition program with participation from the agreed-upon stakeholders.
- Research; including, but not limited to: existing conditions, zoning, economics, urban agriculture, built examples of similar programs, green building requirements.
- Graphic design and web development
- Secure jury commitments
- Begin PR campaign → general media and design focused to attract entrants.

Launch & Maintenance:

- Launch website
- Manage competition registration
- Plan & manage site tours
- Arrange for jury travel & accommodations

- Manage competition question & answer period
- Continue PR campaign to publicize the competition
- Secure locations, materials & catering for jury process
- Secure location & catering for public exhibit
- Develop plan for competition exhibit
- Graphic design and web maintenance

Judge, Exhibit & Publicize results

- Receive & log entries; print & mount international entries
- Carry out jury process
- Execute plan for the competition exhibit
- Publicize competition results.

BUDGET

A draft budget in the format below will be included with the proposals.

Human Resources		
General & Administration Project Management and Marketing & Publicity Management Graphic Design Management Project Management		
Competition		
Jury Entertainment (Incidentals Fund) Competition Exhibition Photography & Documentation		
Technology		
Web Design, Hosting & Maintenance – Main Contest Website Technology Hardware		
Overhead Contingency		
Competition Operating Overhead Contingency		
SUB-TOTAL		
Prize Money **Total**		

SELECTION

Proposals will be evaluated by a team consisting of Neighborhood Development Services and Economic Development professionals. Scoring will be based on the following criteria:

Prior Experience of the Proposer:
Prior Experience of Key Personnel:
Proposed Process:
Fee:
Schedule:

GENERAL CONDITIONS

Five (5) copies of the proposal, one original (clearly marked "ORIGINAL,) and one copy in WORD on either 3-1/2" disk or CD, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

RFP#
RFP FOR: Design Competition Management – Water Street Parking Lot
OPEN: December 20, 2006 – 2:00 p.m.

Proposal must be submitted to:

The City of Charlottesville
Purchasing Division
325 4th Street NW (zip – 22903)
PO Box 911 (zip – 22902)
Charlottesville, VA

Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.

All proposals must remain valid for 30 days from opening date.

Contract shall be for the period from award until September 1, 2007. The contract shall be subject to termination for cause or convenience by the City with written notice thirty (30) days prior to effective date.

Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information shall not be subject to public disclosure under the Virginia Freedom of

Information Act. The offeror must invoke the protections prior to or upon submission and must clearly identify materials to be protected, and state the reasons why the protection is required. In no case may proposals be identified in whole.

The contractor will include the following non-discrimination and drug free workplace provisions in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor:

> During the performance of this contract, the General Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
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> During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The City of Charlottesville does not discriminate against faith-based organizations.

The City will assume no responsibility for oral instruction or interpretation. Any questions regarding the proposal should be directed to the Purchasing Division. **Any questions related to this RFP MUST be submitted to the Purchasing Division no fewer than seven (7) work days prior to the bid opening date specified**. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any material change will be submitted to all offerors through issuance of an addendum.

Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of subsequent agreement or its rights, title or interest herein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the authorized representative of the city.

Offeror shall submit certificates indicating limits of professional liability insurance.

The successful offeror shall agree to indemnify and save harmless the City and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property by or from the said successful offeror or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of improvements, or by or on account of any act or omission, neglect, misconduct or negligence of the successful offeror.

The agreement entered into by the parties shall consist of the Form of Agreement, the proposal submitted by the contractor, all supplemental, general or special conditions, the original request for proposal submitted to the prospective offerors and any addendum to same, all of which shall be referred to collectively as the contract documents.

Offerors shall be prepared, if so requested by the city, to present evidence of their experience, qualifications and financial ability to carry out the terms of the contract.

The selection process shall be as per §2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all

the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of 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 City Manager or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their 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.

It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourage other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Bidders are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.

Unless specifically prohibited by the bidder, any resultant contract may be extended to the Charlottesville Public Schools, the general government and school systems of Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region 10 Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this bid at contract prices. The successful vendor shall deal directly with each agency with regard to order placement, delivery, invoicing and payment

The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

Any contact with any City representative, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement

The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent to or accept any substitution(s) if to do so would

require an increase in the compensation due to the Contractor under this Agreement, or a reduction in the quantity or quality of the Services required by this Agreement, as determined in the City's sole discretion.

All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.

This Contract shall be deemed to be entered into within Charlottesville, Virginia and it shall be interpreted and governed, in all aspects, under the laws of the Commonwealth of Virginia, notwithstanding choice of law provisions.

Notice of award, or intent to award, shall be by posting such notice on the City Bid Board located in the Purchasing Division.

The City reserves the right to accept or reject any or all proposals, in whole or in part, and to make an award as it deems in its best interest consistent with the law.