



DEPARTMENT OF GENERAL
SERVICES

110 North Royal Street, Suite 300
Alexandria, Virginia 22314

Phone: 703.746.4770
FAX: 703.519.3332

www.alexandriava.gov

OLD TOWN ALEXANDRIA DEVELOPMENT OPPORTUNITY

REQUEST FOR PROPOSAL

For Development of the Following Parcels

912-920 King Street &
116 South Henry Street
Alexandria, Virginia



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INTRODUCTION

1. Scope of Contract

- 1.1. The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified firm for the acquisition and development of two parcels, owned by the City of Alexandria, located at 912-920 King Street (hereafter known as “King Street”) and 116 South Henry Street (hereafter known as “Henry Street”).
- 1.2. The Department of General Services is seeking firms that have a proven combination of experience, financial capacity, and expertise in the design, development and construction of infill developments including public-private partnerships, multi-family construction, commercial development involving both office and retail development and development in historic districts.

2. Pre-Proposal Conference

- 2.1. An optional pre-proposal conference will be held on Tuesday, May 2nd at 10:00 am located in the Sister Cities Conference Room at Alexandria City Hall, 301 King Street, Alexandria, VA 22314.
- 2.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this RFP. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to Alfred Coleman, Deputy Director, General Services.

3. Summary of Key Dates

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

RFP Issue Date	April 3 rd , 2017
Pre-Proposal Conference	May 2 nd , 2017
Closing Date for Receipt of Written Inquiries	June 5 th , 2017
Closing Date for Proposal Submission	July 24 th , 2017
Anticipated Date of Developer Selection	October 27 th , 2017

4. Project Oversight

- 4.1. Jones Lang LaSalle (JLL)
The City has engaged Jones Lang LaSalle (JLL) as real estate agent and advisor in the redevelopment of the King Street and Henry Street properties. JLL will assist the City in the evaluation of the proposals and certain business arrangements to be

reflected in the associated disposition and development agreement; however, all determinations and decisions on the selection of a Developer, the Project and disposition of the Properties will belong to the City.

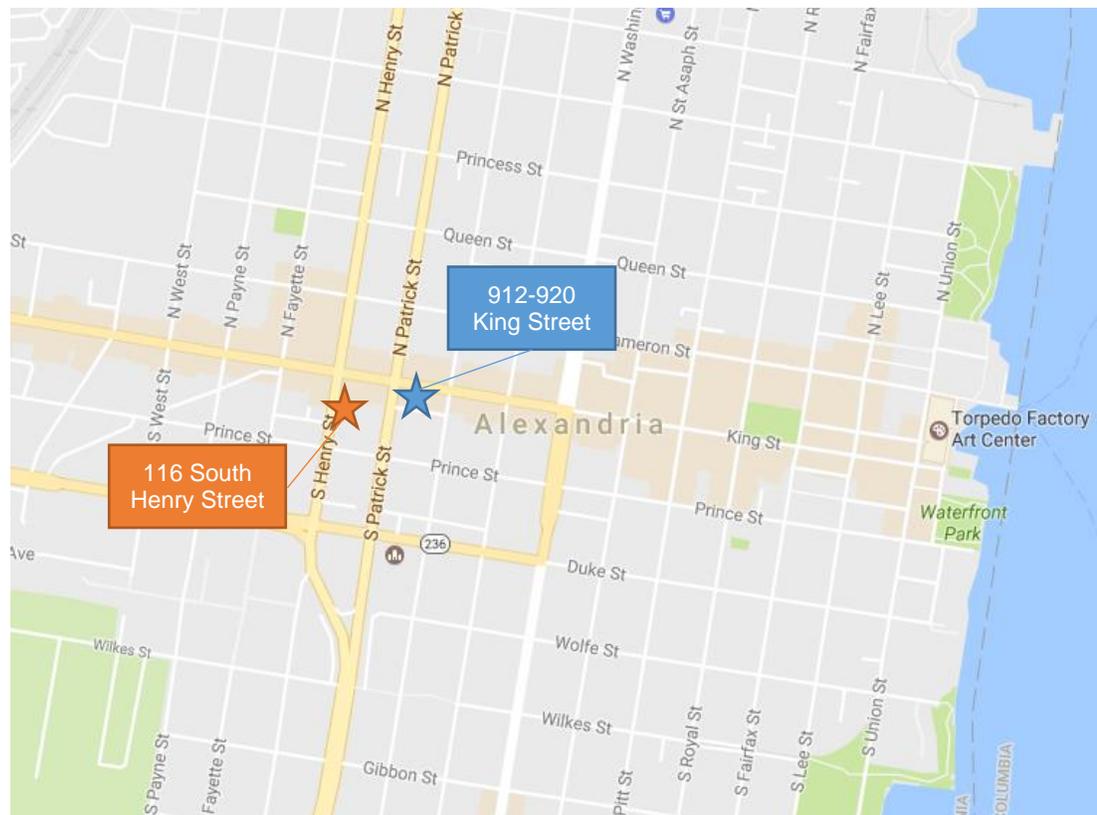
- 4.2. City of Alexandria, Virginia
Project oversight will be provided by:

Department of General Services (DGS)
110 North Royal Street, Suite 300
Alexandria, Virginia 22314

5. Site Characteristics

5.1. Location

Both the King Street and Henry Street properties are located along the greater King Street Corridor in Old Town Alexandria, the historic center of the city that features a concentration of restaurants, antique shops, boutiques, and theaters. The King Street property is located on the south side of King Street, just west of the intersection of King Street and North Patrick Street, and the Henry Street property is located on the east side of Henry Street, approximately halfway between King Street and Prince Street.



The two properties are located in the heart of Old Town Alexandria. They enjoy excellent access to Interstate 495, Interstate 295, and Interstate 395, as well as Route 1 (Jefferson Davis Highway). The King Street Metro Station, with access to the Blue and Yellow lines and the King Street Trolley, is within walking distance of both

properties. The sites benefit from exceptional proximity to an array of first-class retail, office, and hotel uses within the historic district. Specifically, the location is:

- 0.6 miles east of the King Street Metro Station
- 0.7 miles north of Interstate 495
- 2.7 miles west of Interstate 295
- 3.3 miles east of Interstate 395
- 3.3 miles south of the Ronald Reagan Washington National Airport (DCA)
- 4 miles west of both National Harbor and the new MGM Grand
- 9 miles south of both downtown Arlington and downtown Washington, D.C.
- 19 miles southeast of the Dulles Toll Road (VA Route 267) and the Dulles International Access Highway, and 33 miles southeast of Washington Dulles International Airport (IAD)

5.2. Description

The King Street property is currently improved with a public parking lot owned and operated by the City of Alexandria. It comprises three individual parcels of land – 912, 916, and 920 King Street – and is approximately 9,942 square feet in total. It fronts King Street and has access to the rear alleyway known as Downham Way.

The Henry Street property similarly functions as a City-owned public parking lot of approximately 15,332 square feet. The site spans the width of the city block and fronts both South Henry Street, South Patrick Street, and a public alley.

Plats of the parcels may be found on the City of Alexandria's Parcel Viewer tool.



5.3. Market

Old Town Alexandria is the third locally regulated historic district created in the United States. It offers a vibrant mix of commercial properties that are ideally suited for small to mid-sized businesses. These properties include historical townhouses and commercial buildings that contain an array of boutique shops, restaurants, and a growing concentration of creative and professional services firms located above the storefronts. Old Town maintains a healthy balance of independent retailers and national brands, with retailers ranging from clothiers and bookstores to art galleries and drug stores.

5.4. Zoning

The King Street property is zoned KR (King Street Urban Retail Zone), which allows a maximum FAR of 1.25 for multifamily residential uses and 1.5 for nonresidential uses. Special Use Permits may be sought in this zone. The maximum permitted height of a structure is 50 feet. See Alexandria Zoning Ordinance Section 6-700 for additional information.

The Henry Street property is zoned CD (Commercial Downtown Zone), which allows for a maximum FAR of 1.25 for multifamily residential uses and 1.5 for nonresidential uses. Special Use Permits may be sought in this zone. The maximum permitted height of a structure is 50 feet. See Alexandria Zoning Ordinance Section 4-500 for additional information.

Both properties are located within the old and historic Alexandria district and Board of Architectural Review approval is required for new construction. See Alexandria Zoning Ordinance Section 10-100 for additional information.

6. Project Vision, Goals and Requirements

6.1. Project Vision

The primary objective of the City of Alexandria's Old Town Master Plan is to preserve the historic identity of the area and to encourage additional public parking accommodation in the area. Accordingly, the redevelopment of the King Street and Henry Street properties is intended to incorporate new buildings into the existing fabric of Old Town. Projects are encouraged to be visually compatible with Old Town's historic character in terms of block faces and materials used.

It is expected that the redevelopment of the King Street and Henry Street properties will be a well-executed mixed-use development that will:

- Embrace the objectives of the City of Alexandria's Old Town Master Plan to create a development that compliments the historic identity of the area and increase public parking access
- Deliver a high-quality development in terms of building design and materials

6.2. Project Goals and Requirements

The City of Alexandria's primary goals for the King Street and Henry Street redevelopments include:

- Quality design
- Leverage the opportunity to provide the additional needed parking along the King Street Corridor
- Maximize amount of available public parking spaces throughout the Project construction period
- Explore opportunities to provide below-market rent housing options
- Receipt of market value

6.2.1. Design

The Old Town Master Plan encourages redevelopment that is cohesive with the unique character of the historically significant district. The design should:

- a. Provide the highest quality of materials and design features that are sensitive to, and preserve the character of Old Town.
- b. Incorporate features of sustainable design principles consistent with the City of Alexandria's green building standards.

6.2.2. Parking

Easily accessible parking spaces are vital to the continued economic viability of the King Street corridor. Accordingly, the Project should maintain, at a minimum, the 85 public parking spaces that currently exist throughout the properties in perpetuity plus parking to meet the new development's parking needs. Parking should be delivered with a sequenced phasing strategy, with publically accessible spaces delivered first at the Henry Street site and then at the King Street site.

6.2.3. Receipt of Market Value

The proposed amount and timing of payments should reflect current market value.

PROPOSAL SUBMISSION REQUIREMENTS

7. Structure

7.1. General

Proposals must be printed on 8.5 by 11 inch paper and bound in two separate binders. Binder 1 contains the Technical Proposal and Binder 2 contains the Financial Proposal. The Offeror must also submit one copy of the proposal on an electronic flash drive. Proposals must be marked as "Private and Confidential".

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

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

By submitting a response to this RFP, the Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

Each Offeror responding to this RFP must supply all the documentation required herein. Failure to provide documentation with the Offeror's response may result in the disqualification of the Offeror's proposal.

Unauthorized contact with any employee of any agency or department of the City, other than the employee listed below in Section 8, may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on the City. Proposers relying on unofficial information shall do so at their own risk.

7.2. Binder 1: Technical Proposal

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

7.2.1. Transmittal Letter

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

7.2.2. Table of Contents

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

7.2.4. Development Team Information

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

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

- 7.2.4.2. *Past Performance* – Offeror’s qualifications should demonstrate expertise, financial capacity and proven experience in the development of similar product types and public-private partnerships.

Offerors must provide illustrative materials on three (3) recent projects of similar or comparable size and scope in the region over the past 10 years. Past Performance examples shall include at a minimum:

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

- iv. Development fees
 - g. Project capital structure
 - h. Challenges associated with the project
- 7.2.4.3. A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy, and an explanation of each default or bankruptcy.
- 7.2.4.4. Detailed information regarding any criminal indictments or felony convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team.
- 7.2.5. Development Plan

The Development Plan should demonstrate an understanding of the site's opportunities and constraints and the optimal mix of uses for the site. The Development Plan must include at a minimum, the following:

 - a. Brief narrative description of the Offeror's vision for the Project
 - b. How the Development Plan addresses each of the City's vision, goals and requirements addressed in Sections 6.1 and 6.2 of this RFP
 - c. For a proposal that includes property in addition to the City-owned parcels which are the subject of this solicitation, Offerors must demonstrate the ability to include such property in the Project
 - d. A phasing plan that indicates the sequence in which the site(s) will be developed, and a plan to maximize the amount of available parking spaces throughout construction
 - e. Detailed description of the design / materials of the proposed building(s)
- 7.2.6. Site Plan and Renderings

Offerors must submit a proposed conceptual site plan and building renderings.
- 7.2.7. Project Schedule

Offerors must submit a Project schedule, detailing the duration (in number of months) and dates for key milestones beginning at initial selection through completion of construction and initial occupancy. Offerors must identify the anticipated time required for each governmental approval. The Project Schedule must address at a minimum, the following:

 - a. Local governmental approvals and actions (zoning, design review, etc.)
 - b. Schematic design, design development and construction drawing preparation and approval
 - c. Permitting process

- d. Project construction period
- e. Completion and initial occupancy

- 7.2.8. Community and Stakeholder Outreach Strategy
Each Offeror must describe their understanding and approach to soliciting feedback and obtaining support from the City, community groups and key stakeholders.

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

- 7.2.9. Additional Information
Any other information to assist the City of Alexandria in its evaluation of the Proposal including a statement of why the City should select the Developer and its Development Team.

- 7.3. Binder 2: Financial Proposal
The Offeror must submit the following information, arranged in the same order and identified with headings as presented herein. This information will be considered the minimum content of the Financial Proposal.

- 7.3.1. Table of Contents

- 7.3.2. Financial Plan
Offerors shall provide a description of their strategy and anticipated sources of Project financing. Anticipated financing costs, discussion of the risks and benefits of the proposed structure, and how it is the most advantageous to the City shall also be addressed.

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

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

- a. Development costs

- b. Payments to the City
- c. Project funding draws
- d. Rental or sales revenue
- e. Operating expenses
- f. NOI
- g. Debt service
- h. Proceeds from sale or refinancing
- i. Net cash flow available for distribution
- j. Return on equity

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

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

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

8. Copies and Submission

One (1) original (duly marked) and six (6) copies of the Technical Proposal binder, and one (1) original (duly marked) and six (6) copies of the Financial Proposal binder shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of General Services
Attention: Alfred Coleman, Deputy Director
110 North Royal Street, Suite 300
Alexandria, Virginia 22314
Telephone: 703-746-4770

Offerors are reminded that changes to the Request for Proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted to the Department of General Services before the time and date of the closing of the bid or must accompany the bid. Notice of addenda will be posted as soon as they become finalized by the Department of General Services.

A deposit of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) is required from each offeror. The deposit must be in the form of a certified check, bank draft or money order, made payable to the order of the City of Alexandria. The City will apply the deposit of the successful offeror toward the purchase price of the Property. The City will return promptly the deposits of unsuccessful offerors. The successful offeror will also be required to make a deposit of ten percent (10%) of the purchase price for the Property, upon execution of the Agreement for Sale and Redevelopment of the Property (the "Agreement") (a copy of the Agreement is attached as Form 7.) The City will apply this deposit toward the purchase price of the Property.

9. Late Proposals

Proposals received in the Department of General Services after the date and time prescribed shall not be considered for contract award and shall be returned to the Offeror.

PROPOSAL EVALUATION AND SELECTION PROCESS

10. Proposal Evaluation Criteria

The following evaluation factors will be used to evaluate Offerors:

- 10.1. Proposed amount and timing of payments to the City – preference will be given to Offerors who propose the greatest non-contingent payments
- 10.2. Total economic impact of the proposed Project, providing the greatest financial benefit to the City
- 10.3. Offeror qualifications and past performance
- 10.4. Feasibility of proposed the Project, including financing plan
- 10.5. Degree to which the Development Plan meets or exceeds the City's goals as set forth in Section 6.2 of this RFP
- 10.6. Community and Stakeholder Outreach Strategy
- 10.7. Additional consideration will be given to responses that go above and beyond the required 85 parking space minimum

11. Proposal Evaluation and Selection Process

- 11.1. An evaluation committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The committee will conduct a preliminary evaluation of the Technical Proposals based on the evaluation factors listed above and in the RFP.
- 11.2. Based on the results of the preliminary evaluation, one or more Offerors may be invited to make an oral presentation to the evaluation committee.
- 11.3. The City may request best and final offers from any or all Offerors at which point the evaluation committee will conduct a final evaluation and rank order the proposals.
- 11.4. The City may, at any time, request any additional information it deems relevant and/or necessary for the purposes of its evaluation and decision making process.
- 11.5. The City reserves the right to enter into competitive negotiations with one or more Offerors.
- 11.6. As part of the competitive negotiation process, Offerors may be requested to provide the City with more detailed designs, Project specifications and cost models or other information deemed necessary by the City. Any additional information provided to the City will be at the sole risk and expense of the Offeror.
- 11.7. The City reserves the right, at its sole discretion, to reject any or all proposals it deems incomplete or unresponsive to the submission requirements.
- 11.8. A final selection will be based on the quality, clarity and thoroughness of the proposal and the degree to which it meets or exceeds the City's stated vision, goals and requirements and

provides the City with the best value.

- 11.9. Upon the City's acceptance of an offer, the offeror selected will be required, within fourteen (14) days of the City's acceptance of its offer, to execute the Agreement. Thereafter, the Agreement shall be subject to the following approvals:
 - 11.9.1. By the City Council, pursuant to an ordinance approving the sale of the Property, adopted following a public hearing thereon, acting pursuant to Article VII, Section 9 of the Constitution of Virginia and § 15.2-1800 of the Code of Virginia, respectively (such ordinance will itself be contingent upon the approval of the Planning Commission pursuant to § 9.06 of the City Charter). If such hearing and approval does not take place within sixty (60) days of execution of this Agreement, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement;
 - 11.9.2. By the Planning Commission, approving the sale of the Property, pursuant to § 9.06 of the City Charter; and
 - 11.9.3. Approval of a development plan consistent with the solicitation, by City Council and/or Planning Commission, as may be required.

RFP APPENDICES

APPENDIX A – INFORMATIONAL EXHIBITS

- Exhibit 1, “Agreement for Sale and Redevelopment of 812-920 King Street and 116 South Henry Street, Alexandria, Virginia” (the “Agreement”);
- Exhibit 2, “Photographs of Subject Sites”

APPENDIX B – REQUIRED SUBMISSION FORMS

- Form 1, “Request for Proposals Request Form;”
- Form 2, “Required Business and Financial References;”
- Form 3, “List of Proposer’s Officers , Directors, Partners, or Owners;”
- Form 4, “Equal Employment Opportunity Agreement;”
- Form 5, “Certified Statement of Non-Collusion;” and
- Form 6, “Disclosures Relating to City Officials and Employees.”

Appendix A

Informational Exhibits

EXHIBIT 1

AGREEMENT FOR SALE AND REDEVELOPMENT 912-920 KING STREET AND 116 SOUTH HENRY STREET, ALEXANDRIA, VIRGINIA

This Agreement for Sale and Redevelopment of 912-920 King Street and 116 South Henry Street, Alexandria, Virginia (“Agreement”) is made this _____ day of _____, 2017, by and between the City of Alexandria, a municipal corporation of Virginia (hereinafter “Seller”) and _____(hereinafter “Purchaser”).

NOW, THEREFORE, in consideration of payment of _____Dollars (\$_____) and the performance of certain requirements detailed below, Seller, pursuant to Section 2.03(g), Charter of the City of Alexandria, agrees to sell, and Purchaser agrees to purchase, for the purchase price of \$ _____(hereinafter “Purchase Price”) to be paid in cash, certified check or money order to the City of Alexandria, and other good and valuable consideration, that land together with improvements thereon, known as 912-920 King Street, Alexandria, Virginia, being approximately 9,942 land square footage, and 116 South Henry Street, Alexandria, Virginia, being approximately 15,332 of land square footage (hereinafter the “Property”), all upon the following terms and conditions of sale:

A. CONVEYANCE OF PROPERTY

- (1) Form of deed. Seller shall convey to Purchaser title to the Property by special warranty deed, containing such covenants as are set forth in this Agreement. Such covenants shall be covenants running with the land. Such deed will provide for a Seller’s right of first refusal to purchase the Property if Purchaser should be in default with respect to this Agreement for the redevelopment of the Property. The Property shall be sold in “as is” condition, with no warranties or guarantees (including, without limitation, warranties or guarantees concerning the environmental condition of the Property) other than as to title to the realty. The Property is to be sold free of liens or other encumbrances, subject, however, to easements, covenants, conditions and restrictions of record, if any.
- (2) Time and place for delivery of deed. Settlement is to be held on or before the date which is sixty (60) days after such development approval which, as determined by the Seller, is required to proceed with development, such as, without limitation, a preliminary development site plan, development special use permit, or building permit (“Closing Date”). Settlement is to be held at a mutually agreeable location within the City of Alexandria. At such time and place, Seller shall deliver the deed and possession of the Property to Purchaser, and Purchaser shall accept the conveyance and pay the Purchase Price to Seller. Possession of the Property shall be given at settlement. All settlement charges including but not limited to examination of title, title policy, conveyance, recording and recordation tax for all documents required in this Agreement shall be at the expense of Purchaser.
- (3) Apportionment of current taxes. Current taxes, if any, shall be apportioned between Seller and

Purchaser as of the date of delivery of the deed. If the amount of the current taxes on the Property is not ascertainable on that date, the apportionment between Seller and Purchaser shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but the apportionment shall be subject to final adjustment within ten (10) days after the date the actual amount of current taxes is ascertained.

- (4) Recordation of deed. Purchaser shall promptly deliver the deed to the Clerk of the Circuit Court of the City of Alexandria for recordation among the land records. Purchaser shall pay all the costs for recording the deed.
- (5) Maintenance of the Property and demolition of structures. Purchaser shall, upon conveyance of the property to Purchaser, keep any grass mowed at the Property and keep the Property clear until such time as substantial construction commences, and shall, within sixty (60) days of conveyance of the property to Purchaser, demolish any and all structures that may be then existing on the Property.

B. DEPOSIT

Purchaser has, prior to or simultaneously with the execution of this Agreement by Seller, delivered to Seller a deposit of ten percent (10%) of the Purchase Price of this Property (cash or a certified check satisfactory to Seller) in the amount of \$___(hereinafter "Deposit"). The Deposit shall be credited to the Purchase Price at the time of settlement. Failure of Purchaser to proceed to settlement as herein agreed shall result in forfeiture of this Deposit.

The offer deposit of \$1,500.00 previously submitted with Purchaser's offer shall be applied as a credit to this Deposit.

C. PLANS AND SPECIFICATIONS

- (1) Purchaser shall redevelop the Property by developing and following plans and specifications which are in accord with the statement of design concept contained in Purchaser's offer, incorporated herein by reference, and acceptable to Seller. Such plans and specifications must be in conformity with all applicable federal, state, and local laws and regulations.
- (2) Within thirty (30) days after execution of this Agreement, Purchaser agrees to furnish to the City's Department of Planning and Zoning a schedule of redevelopment, outlining the stages of redevelopment to be completed, in accordance with all Alexandria code and regulatory requirements, and the approximate date by which each stage is to be completed.

D. TIME FOR COMMENCEMENT AND COMPLETION OF REDEVELOPMENT

- (3) Substantial construction must be commenced, and pursued thereafter by due diligence, on the redevelopment referred to in this Agreement, within thirty-six (36) months following approval of the development of the Property, as such approval is determined by the Seller to have taken place.
- (4) Redevelopment referred to in this Agreement shall be completed within eighteen (18) months

of commencing substantial construction. On or before this date, a certificate of occupancy is to be obtained by Purchaser and furnished to Seller as more particularly described in herein this Agreement.

- (5) Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, the deed shall contain covenants on the part of Purchaser for itself and its successors and assigns, that Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment of the Property, and the redevelopment shall in any event be completed within the period specified herein. It is intended and agreed, and the deed shall so expressly provide, that these agreements and covenants shall be covenants running with the land, binding for the benefit of Seller, and enforceable by Seller against Purchaser and its successors and assigns to or of the Property or any part thereof or any interest therein.

E. CERTIFICATE OF COMPLETION

- (1) Promptly after completion of the redevelopment of the Property in accordance with the terms of this Agreement and in compliance with all regulatory requirements as evidenced by the issuance of a final certificate of occupancy, Seller will furnish Purchaser with an appropriate instrument so certifying. The certification by Seller shall be, and it shall be so provided in the deed and in the certification itself, a conclusive determination of satisfaction and termination of the covenants in this Agreement and the deed with respect to the obligations of Purchaser and its successors and assigns to redevelop the Property. The certification shall be in such form as will enable it to be recorded.
- (2) If Seller shall refuse or fail to provide the certification, Seller shall, within ten (10) days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the redevelopment of the Property in conformity with this Agreement and the proposal submitted, and what measures or acts will be necessary, in the opinion of Seller, for Purchaser to take or perform in order to obtain the certification.
- (3) Once the certification is obtained, Purchaser will not be subject to the Seller's (or any designee's) right of first refusal of title under this Agreement for subsequent violations of regulatory requirements.

F. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: DURATION

It is intended and agreed, and the deed shall so expressly provide, that the covenants contained herein, unless otherwise provided herein, shall be covenants running with the land binding to the fullest extent permitted by law and for the benefit and in favor of, and enforceable by, Seller and its successors and assigns against Purchaser, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

G. PROHIBITION AGAINST TRANSFER OF PROPERTY

Purchaser has not made or created, and will not prior to the completion of redevelopment of the Property as certified by Seller, make or suffer to be made (1) any sale, conveyance, lease or other transfer of the Property or any part thereof or interest therein, (2) any assignment of this Agreement or any part thereof, or (3) any contract or agreement to do any of the same, without prior written approval of Seller. For the purposes of this section, a transfer of the Purchase and Redevelop of 912-920 King Street and 116 South Henry Street, Alexandria, VA more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, shall be deemed a conveyance of an interest in the Property.

H. LIMITATION UPON ENCUMBRANCE OF PROPERTY

- (1) Prior to the redevelopment and issuance of the certificate of completion by Seller, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes of obtaining (1) funds only to the extent necessary for the redevelopment of the Property and (2) such additional funds, if any, in an amount not to exceed the Purchase Price paid by Purchaser to Seller; provided that, until issuance of the certificate of completion, Purchaser (or successor in interest) shall notify Seller in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of Purchaser or otherwise.
- (2) Purchaser shall not enter into any financing agreement that does not provide for notice to Seller of any default by Purchaser in the repayment thereof.

I. MORTGAGEES NOT OBLIGATED TO REDEVELOP

Notwithstanding any of the provisions of this Agreement, including but not limited to those that are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the Property or such part from or through such holder; or (2) any purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the redevelopment or to guarantee such redevelopment or completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder; provided, however, if such holder elects to redevelop the Property, it must do so in accord with the statement of design concept contained in Purchaser's offer.

J. ENFORCED DELAY IN PERFORMANCE

Neither Seller nor Purchaser, nor any successor in interest, shall be considered in breach or default of its obligations with respect to preparation of the Property for redevelopment or commencement and completion of redevelopment, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by Seller, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

K. REMEDIES

- (1) In general. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor, such party (or successor) shall, on written notice from the other, cure or remedy such default or breach no later than (10) Days after receipt of such notice. Said notice to the party in default or breach shall be given by certified mail or hand delivery. Purchaser agrees to notify Seller in writing of any changes in address. If the default or breach shall not be cured or remedied within ten (10) days of receipt of the notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
- (2) Prior to conveyance. In the event that Purchasers fails to use its best efforts to obtain approval of the development of the Property within twelve (12) months after execution of this Agreement, having submitted application materials within six (6) months after execution of this Agreement, or in the event Purchaser fails to pay the Purchase Price and to take title to the Property on tender of conveyance by Seller, then this Agreement and any rights of Purchaser in this Agreement may at the option of Seller be terminated by Seller and the Deposit may be retained by Seller as liquidated damages. In the event that Seller does not tender conveyance or possession of the Property as provided in this Agreement, then this Agreement shall at the option of Purchaser be terminated by Purchaser and the Deposit returned, without interest, to Purchaser. In the event that, prior to the conveyance of the Property, Purchaser desire to assign this Agreement or any rights hereunder, or a transfer of more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, is proposed, such assignment, transfer, or change is subject to approval by Seller. In the event that such assignment, transfer, or change takes place without approval by Seller, then this Agreement and any rights of Purchaser in this Agreement may at the option of Seller be terminated by Seller and the Deposit may be retained by Seller as liquidated damages.
- (3) Right of first refusal of Seller upon happening of events subsequent to conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to Purchaser, and prior to completion of redevelopment as certified by Seller:
 - a. Purchaser (or any successor in interest) shall default in or violate its obligations with

respect to the redevelopment (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend redevelopment, and any such default, violation, abandonment or suspension shall not be cured or ended within thirty (30) days after written demand by Seller so to do; or,

- b. Purchaser (or any successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any material man's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to Seller made for such payment, removal, or discharge, within thirty (30) days after written demand by Seller so to do; or,
- c. There is in violation of this Agreement, a transfer of more than 10% of the stock or other form of ownership interest in Purchaser, or any other similarly significant change in the ownership of Purchaser or with respect to the parties in control of Purchaser or the degree thereof, by any other method or means, which is not approved by Seller, and any such violation shall not be cured within (10) days after written demand by Seller to Purchaser; then Seller shall have a right of first refusal to buy the property back within ninety (90) days of such failure, at the original sale price less (1) the full deposit paid by the offeror, and (2) the amount of any encumbrances against the Property; provided that any repurchase of the Property hereunder by Seller shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way (1) the lien of any mortgage authorized by this Agreement, and (2) any right or interest provided in this Agreement for the protection of the holder of such mortgage.

L. CONDEMNATION

If there should be a divestment of title through condemnation, purchase under the threat of condemnation, or by other involuntary means, Purchaser, its successors and assigns, shall be entitled to receive the net proceeds of such involuntary divestment.

M. INSURANCE

- (1) Purchaser shall, at Purchaser's own cost and expense, provide and maintain and keep in force at all times until this requirement is waived in writing by Seller, fire and extended coverage insurance including flood insurance issued in the name of Purchaser with endorsements thereon naming the Seller as an additional named insured, protecting and covering its interest in the entire Property, an original copy of the policy to be furnished at settlement to, and approved by, Seller and the face amount of said policy shall at all times during the period of redevelopment be equal to 100 percent of the insurable value of the Property.
- (2) Purchaser will not in any manner do, permit or suffer any act or thing in or upon the Property which may make void or voidable any insurance required under the terms of this Agreement, and Purchaser shall deliver to Seller all policies of insurance required by the provisions of this Agreement, and Purchaser shall also furnish to Seller from time to time, and whenever Seller

may request the same, such evidence as Seller may require of the fact that such insurance is in full force and effect, and of the dates to which premiums therefor have been paid, and further all insurance policies may not be changed or canceled for any reason until thirty (30) days after written notice of such proposed change or cancellation has been received by Seller, or unless Seller shall expressly consent thereto.

N. INDEMNIFICATION

Purchaser will and by these presents does agree to indemnify and save harmless and continue to indemnify and save harmless Seller, its servants and employees from all penalties, claims and demands resulting from Purchaser's use, occupancy and tenancy in the Property, and it is expressly understood and agreed that Seller, its servants and employees shall not be liable to Purchaser or to any person or property while in, upon or about or entering or leaving the Property at any time during the term of this Agreement and all claims therefore are hereby released to Seller which may plead this release in bar thereof in any and every suit, demand and claim for same.

O. CONTINGENT UPON PLANNING COMMISSION AND CITY COUNCIL APPROVAL

This Agreement is contingent upon:

- (1) The City Council holding a public hearing concerning the sale of the Property and adopting an ordinance authorizing the sale of the Property according to the terms herein set forth (such ordinance will itself be contingent upon the approval of the Planning Commission pursuant to § 9.06 of the City Charter); if such hearing and approval does not take place within sixty (60) days of execution of this Agreement, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement; and
- (2) the Planning Commission holding a public hearing concerning the sale of the Property and approving the sale of the Property, according to the terms herein set forth, pursuant to § 9.06 of the City Charter; and
- (3) approval of the development of the Property, pursuant to state law and City ordinances generally applicable to the development of property in the City, within twelve (12) months after execution of this Agreement, the Purchaser having submitted such application materials within six (6) months after execution of this Agreement; if the offeror is unable to obtain approval of the development of the Property, notwithstanding its best efforts to do so, Seller shall refund to Purchaser any and all money received by Seller as a Deposit under this Agreement and Purchaser shall be relieved of any further obligation under this Agreement.

P. CONFLICT OF INTEREST; SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

- (1) No member, official, or employee of Seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interest of any corporation, partnership, limited liability company, or association in which he is directly or indirectly interested. No member, official or employee of Seller shall be personally liable to Purchaser

or any successor in interest in the event of any default or breach by Seller, or for any amount that may become due to Purchaser or successor, or any obligation under the terms of this Agreement.

(2) Purchaser and Seller represent, and it is a condition to acceptance of this Agreement, that no official of the government of the City of Alexandria shall be admitted to, or share any part of, this Agreement, or to any benefits that may arise therefrom.

Q. ENTIRE AGREEMENT

Purchaser and Seller agree that the entire and final accord between them is contained in this Agreement and the proposal submitted by Purchaser in response to the Solicitation, and that neither of the parties shall be bound by any other terms, conditions, or statements, oral or written.

R. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from Seller to Purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

S. NOTICES

Unless otherwise provided for in this Agreement, Purchaser shall send copies of all notices, requests for approval and other correspondence required by this Agreement to be sent to Seller to: Department of General Services, City of Alexandria, 110 North Royal Street, Suite 300, Alexandria, Virginia, 22314. Seller shall send copies of all notices, requests for approval and other correspondence required by this Agreement to be sent to Purchaser to:_____.

T. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

U. NO PARTNERSHIP

Notwithstanding anything to the contrary contained in this Agreement, it is not the intention of the parties hereto to create under any circumstances a partnership or a joint venture. The rights, duties, obligations and liabilities of Seller and Purchaser hereunder are separate and not joint or collective, and nothing herein shall ever be construed to create a partnership or joint venture under the laws of The Commonwealth of Virginia. For all purposes under this Agreement, the relationship of the parties hereunder shall be deemed to be a relationship of seller and purchaser.

V. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

W. TIME

Time is of the essence with respect to all matters set forth in this Agreement.

X. ACCESS

Purchaser agrees to permit Seller or its agent or other persons duly authorized by Seller at all reasonable times during the redevelopment period to have access to and enter upon the Property or any part thereof for the purpose of examining the same to determine Purchaser's compliance with this Agreement.

Y. FORBEARANCE BY SELLER NOT A WAIVER

Any forbearance by Seller in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused the same to be executed by their duly authorized representatives this _____ day of _____, 2017.

PURCHASER: _____

Name: _____

By: _____

Its: _____

SELLER: City of Alexandria, a municipal corporation of

Virginia By:
Name: _____

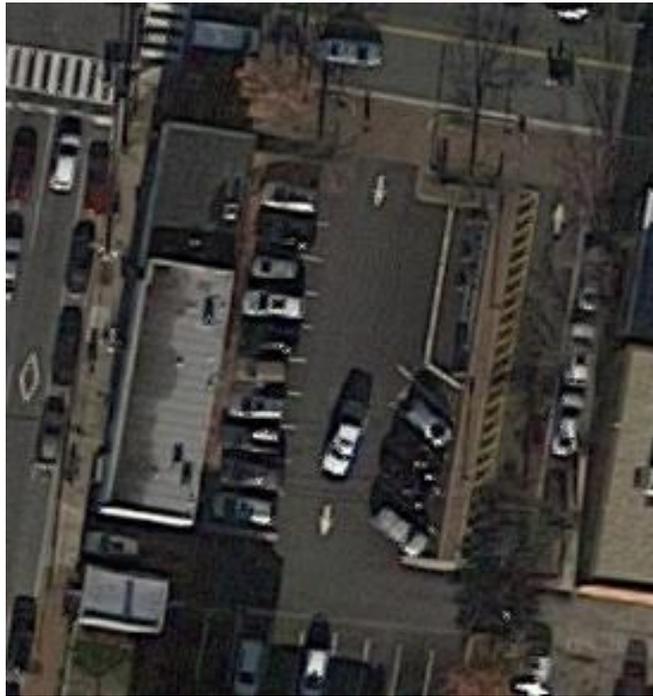
By: _____

Its: _____

EXHIBIT 2

Photographs of Subject Sites

912-920 King Street; Aerial



912-920 King Street; view from King Street



116 South Henry Street; Aerial



116 South Henry Street; view from South Henry Street



Appendix B



Required Forms

FORM 1

REQUEST FOR PROPOSALS RESPONSE FORM

In compliance with this Request for Proposals, the undersigned acknowledges that he/she has read and understands all of the conditions imposed herein and offers and agrees to perform in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation. The undersigned represents that he/she is authorized to submit the foregoing proposal on behalf of the proposer’s company or business entity and to offer the terms and provisions described therein.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Contact Person: _____

State Tax I.D. Number: _____

Federal Tax I.D. Number: _____

FOR EACH ITEM LISTED BELOW PROVIDE THE INFORMATION REQUESTED:

1. Purchase Price for Property: _____

2. Nature of Proposed Development:

3. Development Schedule:

4. Commencement Date: _____

5. Completion Date: _____

6. Attach information that demonstrates the proposer’s present ability and capacity to develop the Property as proposed.

7. Attach a list of commercial developments currently underway or completed within the past five (5) Years and the names, addresses, and telephone numbers of the landowners /lessors or other contact persons.

8. Attached Required Submittals

Name: _____ Date: _____

Signature: _____

FORM 2

REQUIRED REFERENCES

Attach a list of three (3) business and financial references, including the names, addresses and telephone numbers of the appropriate contact persons.

References shall be shown on this Request for Proposal form in the format provided below.

1) Name of Company _____
Contact Person and Title _____
Telephone Number _____
Describe Contract Work _____

2) Name of Company _____
Contact Person and Title _____
Telephone Number _____
Describe Contract Work _____

3) Name of Company _____
Contact Person and Title _____
Telephone Number _____
Describe Contract Work _____

FORM 3

REQUIRED LIST OF OFFICERS

Attach a list of the names and addresses of the officers, directors, partners, or owners, as applicable, of proposer's company or business entity.

References shall be shown on this Request for Proposal form in the format provided below.

1) Name of Officer _____
Title _____
Telephone Number _____
Describe Role _____

2) Name of Officer _____
Title _____
Telephone Number _____
Describe Role _____

3) Name of Officer _____
Title _____
Telephone Number _____
Describe Role _____

FORM 4

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, sexual orientation, age or handicap, except as is otherwise provided by law.
- (2) To implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.
- (3) To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
- (4) To notify each labor organization or representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
- (5) To submit to the city manager and the city's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the city manager.
- (6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business, factors to be considered include but are not limited to, the following;
 - a. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - b. the type of the contractor's operation, including the composition and structure of the contractor's work force; and
 - c. The nature and cost of the accommodation needed. Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- (7) To include the provisions in paragraphs hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (8) In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the city's human rights commission and certification of such finding by the city manager, the city council may terminate or suspend or not renew, in whole or in part, this contract.

SIGNATURE _____

FORM 5

CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting there from is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

- (1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person required submitting this statement who knowingly makes a false statement shall be guilty of a Class 6 felony.
- (2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.
- (3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE _____

FORM 6

DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

A. I hereby state that, as of this date (check one):

() Our firm has no reason to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value

() Our firm has reason to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

Name, title/position

Name, title/position

B. I hereby state that, as of this date:

() Our firm has no reason to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm

() Our firm has reason to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse Or other family member, if this contract were awarded to the firm:

Name, title/position

Company Name

Signature