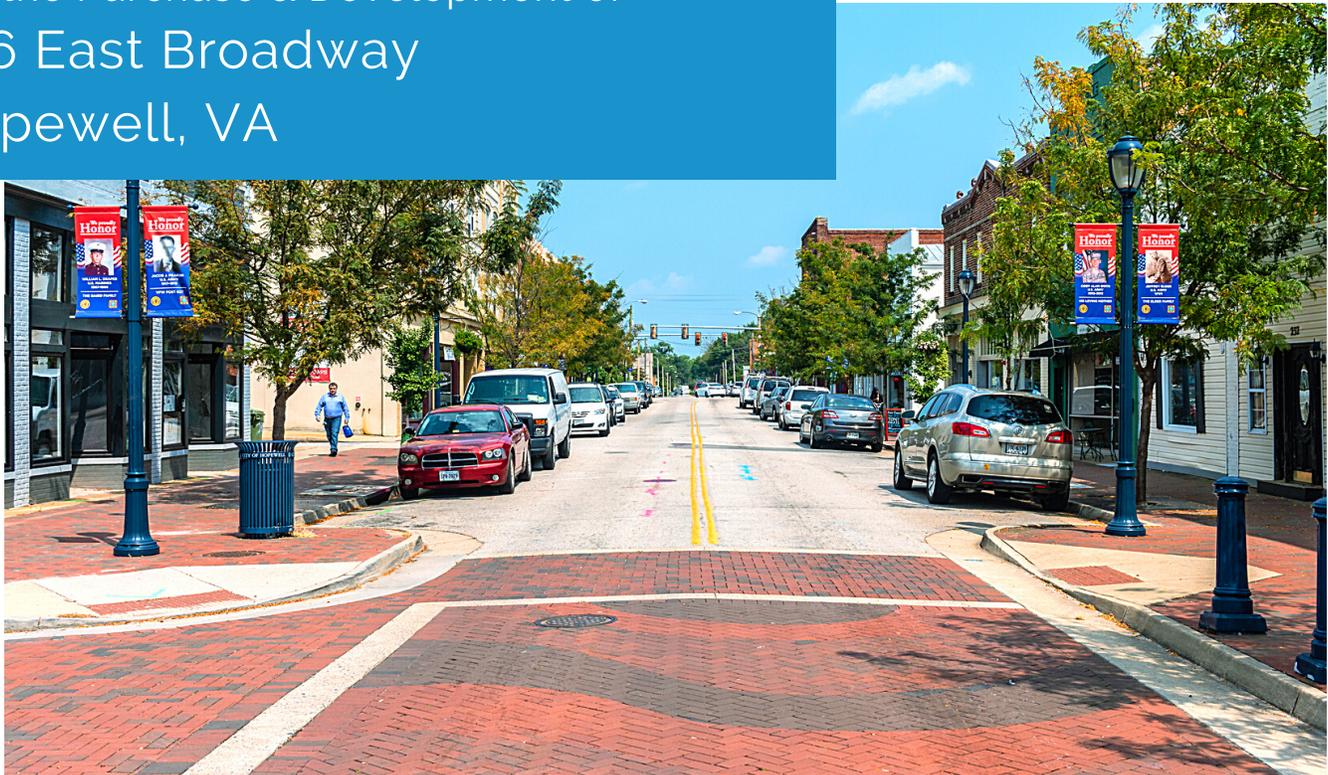




Request for Proposals

For the Purchase & Development of
246 East Broadway
Hopewell, VA



City of Hopewell

Economic Development Authority

RFP #: 06-21

Date: October 8, 2020

INVITATION TO BID

October 8, 2020

Dear Developer and Partner,

We're excited here in Hopewell, VA about the growth of our historic downtown district. The City of Hopewell and private partners have invested more than \$40 million since 2003 to grow the district into what you see today. The district is continuing to grow, with the additions of the Skrimp Shack, Haley's Honey Meadery, Paddy's Irish Pub, Roja Taco Joint, Wonder City Bakery, Legacy Coffee Roasting, Room ESC and more. As we like to say, "if you haven't seen Hopewell lately, you haven't seen Hopewell!"

On behalf of the EDA and the entire community, I invite you to respond to our Request for Proposals for 246 East Broadway. An RFP process is being used to select a developer in recognition of the need for sustained collaboration between the selected developer and City of Hopewell and Economic Development Authority representatives. This coordination is needed to formulate a feasible implementation plan that successfully accomplishes the development objectives.

The redevelopment of 246 East Broadway will add to the growing momentum of our downtown district. This property is one of the last available, vacant properties in our historic downtown district.

If you speak to anyone who has done business or development in Hopewell recently, you will know we are committed to helping you prosper. It is an important project and we in partnership with staff at City Hall are here to give you the support you need!

Welcome to Hopewell!

Sincerely,



Stephen Pettler, Chair
Economic Development Authority
City of Hopewell

IMPORTANT NOTICE

While the City of Hopewell government services are open the City offices are closed to the public, the following procedures will apply to all IFBs/RFPs. In the event the City is fully operational, the procedures will revert to those identified in the IFB/RFP.

Receipt of Bids/Proposals:

In-Person Delivery: Hand delivered bids/proposals will be received at 300 N. Main Street, left entry door marked DMV Select. Upon arrival at DMV Select, proceed to phone and follow instructions to contact the City Clerk's office.

PRIOR to Bid Opening: Bids/Proposals may be delivered between the hours of 9:00AM and 4:00PM.

Bid Opening Day: Bids/Proposals may be delivered between 9:00AM and 11:00AM only.

Bids/Proposals should be clearly identified on the outside of the package as designated in the solicitation.

Bids/Proposals via Carrier (i.e. USPS, FedEx, UPS): All packages will be accepted at same location as mentioned above. Bids/Proposals should be addressed/labeled as designated in the solicitation.

Bid Openings

Bids will be received until, but no later than the specified time and date of the opening as designated in the invitation for Bid. Bid openings will be held virtually via City of Hopewell website which is accessible to the public by clicking this link: <https://hopewellva.gov> and select view calendar and choose date of opening.

Please allow up to five minutes after the specified due date/time for the live bid opening to begin.

BID INSTRUCTIONS

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received by the City Clerk or her designee in Room 216, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not **later than Thursday, December 3, 2020 at 11AM.**

- In order to be considered for selection, Vendors must submit a complete response to this RFP. One (1) original, five (5) copies, and a portable document format (PDF) version of the proposal shall be submitted to the City of Hopewell, Virginia.
- Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: *(If Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

Office of the City Clerk
Room 216, Municipal Building
300 North Main Street Hopewell, VA 23860
Closing Date of Proposal: December 3, 2020 at 11AM
246 East Broadway
RFP# 06-21

- Proposals by telephone, telegraph, or facsimile will not be accepted.
- ANY PROPOSAL RECEIVED AFTER 11:00AM ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia and Section 2.2-4300 (Virginia Public Procurement Act) of the Code of Virginia.

All proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell's Economic Development Authority (EDA) reserves the right to cancel the RFQ/RFP, to award in part or in whole, or reject any and all proposals deemed to not be in the City's best interest. The EDA may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The EDA may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The EDA shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

If you desire not to quote on this invitation, please forward your acknowledgement of NO PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE QUALIFIED OFFEROR LIST.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

BID INSTRUCTIONS (Cont.)

All proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed. Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The EDA reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the EDA and the City of Hopewell. The EDA reserves the right to reject any or all response or to terminate development agreements at any time.

WITHDRAWAL OF PROPOSAL: No proposal may be withdrawn for a period of thirty (30) days from the date of opening unless the Offeror has made a clerical error. The Offeror shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the opening procedure and shall submit original work papers substantiating the error with such notice. The EDA reserves the right to reject any or all proposals, to waive all informalities, and to reject any or all items of any proposal.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the City of Hopewell Procurement Ordinance effective July 1, 2005, as amended; a copy of which is available for inspection at the office of the City Clerk.

Felicia Ashburn

Felicia Ashburn

Acting Procurement Officer



BID INSTRUCTIONS (Cont.)

Please return the Proposals to the City Clerk, Room 216, Municipal Building, 300 N Main Street Hopewell, Virginia 23860. Regardless of delivery method of Proposal, the outside of each envelope must clearly indicate the following: *(if Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of each envelope must also clearly indicate):*

**Office of the City Clerk
Room 216, Municipal Building
300 N Main Street Hopewell, VA 23860
Closing Date of Proposal: December 3, 2020
246 East Broadway
RFP# 06-21**

In compliance with the Invitation for RFP # 06-21 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if the proposal and conditions are accepted within ninety (90) calendar days from the date of opening, to furnish any and all of the items upon which prices are quoted, at the price set opposite each item, delivered at the points as specified and scheduled.

Note of Clarification:

All references to BID contained within this invitation should be referred to as PROPOSAL. NO QUOTED PRICES FOR SERVICES ARE TO BE INCLUDED.

Name of Organization

Street Address

City, State, Zip Code

Telephone Number

Fax Number

Name

Official Title

Signature

Date

State Corporation Commission ID #

IRS ID #

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- is a corporation or other business entity with the following SCC identification number:
_____ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) -OR-
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

SUMMARY OF PROJECT

The Hopewell Economic Development Authority is seeking developers for the adaptive reuse of 246 E Broadway within historic downtown Hopewell. The total site being offered consists of an approximate 4,800 square foot one story building with an optional adjoining patio measuring approximately .062 acres.



\$40M

INVESTMENT IN HISTORIC
DOWNTOWN HOPEWELL

The property is located in Hopewell's historic downtown district, and is zoned Downtown Central Business (B-1), and is located within the City's Enterprise Zone. **All proposals must contain a commercial retail, brewery, distillery or restaurant element.**

The redevelopment of this property is part of the overall Downtown Hopewell Vision adopted by the Hopewell City Council in January 2003 and the City of Hopewell's most recent Comprehensive Plan. The revitalization of the downtown is a major element of the City's overall strategy to redefine and improve the City's connection with the Appomattox River. The City's goal is to provide enhanced development opportunities that capitalize on the unique assets of the city's riverfront location and encourages the revitalization of the downtown and adjacent neighborhoods.

The City of Hopewell is a community of approximately 22,600 residents and is located at the confluence of the Appomattox and James Rivers within the Richmond Metropolitan Area. The City is conveniently located 20 miles southeast of the City of Richmond, Virginia.

REVITALIZING DOWNTOWN HOPEWELL

In 2003 Hopewell City Council adopted the Downtown Revitalization Plan as part of a proactive approach to strengthening the City's downtown. In May of 2003, the city increased the real estate tax rate by \$0.05 and dedicated those funds for the revitalization of Hopewell's historic downtown. This increase allowed the City to leverage \$20 million in bond financing to begin the implementation of the downtown plan, starting with the construction of the Appomattox Regional Library headquarters and supporting streetscape enhancements. The emergence of the City's downtown as a desirable redevelopment area is due in part to the city's commitment to invest in its future. Several of the major projects are outlined below:

DOWNTOWN REDEVELOPMENT PLAN

The City of Hopewell completed a comprehensive Downtown Redevelopment Plan to address key issues within the Downtown district, including: retail, housing, transportation, office space and the capacity for future development. The concept plan encouraged the development of a cultural arts district within downtown, centered on catalyst projects, including the construction of a new library, restoration of the Beacon Theatre, streetscape improvements, adaptive re-use of the Butterworth building, redevelopment of the Cornez Manor and Conway Apartments.

DOWNTOWN STREETScape IMPROVEMENTS (\$3.6M)

The city implemented the streetscape enhancement project in early 2005. This streetscape plan encompassed East Broadway, East Cawson Street, North Main Street and Appomattox Street, and the construction of Library Street. This phase of streetscape enhancements focused on the core redevelopment area within the downtown, and included the installation of brick sidewalks, decorative crosswalks, ornamental street lighting, trees, and landscaping.

APPOMATTOX REGIONAL LIBRARY HEADQUARTERS (\$7.9M)

The Hopewell library serves as the headquarters for the Appomattox Regional Library System, serving several localities in Central Virginia. This 36,000 square-foot building features inspiring architectural designs both inside and out. Inside, you will find a replica of the Good Ship Hopewell, a 1600s frigate ship where children are able to access computers. This facility replaced the former 9,000 square foot library that was housed in a renovated grocery store.

BUTTERWORTH LOFTS DEVELOPMENT (\$3.8M)

This building was originally opened in 1916 as the Larkins Hotel, and then served as a furniture store for the Butterworth family. The City purchased the building in 2001 and entered into a Development Agreement with Monument Construction in 2009. The rehabilitation of this Beaux Arts, three-story, five-bay, 24,900 square foot building was completed by Monument Construction and Sensei Development. The three-story building is pet-friendly and contains 24 apartments. This building also houses Fast Katz Barber Shop and Wonder City Bakery.

THE BEACON THEATRE (\$4.1M)

The Beacon Theatre was built in 1928 by Fred Bishop, the same architect that built the Byrd Theatre in Richmond. The theatre featured live shows until the 1950s when it became a movie house until 1981. The city of Hopewell took ownership of the Beacon Theatre in 2011, when City Council took action to have the theatre repaired in time for the centennial celebration of Hopewell in 2016. The restoration included the first floor storefronts, the 2nd floor conference room, the 3rd floor ballroom and the theatre space. The theatre now seats approximately 640. The Beacon had their grand opening show on February 20th, 2014, featuring Delbert McClinton.

REVITALIZING DOWNTOWN HOPEWELL (Cont.)

THE BOATHOUSE AT CITY POINT (\$3.75M)

The Boathouse at City Point was opened by the HOUSEpitality Family Group in June of 2017 after years of anticipation. This restaurant was built upon the existing foundation of the old Navigator's Den restaurant owned by the Papanicolaou family. The restaurant features an indoor & outdoor bar, dining area, chef's table, patio, and indoor and outdoor event space. This is the fourth Boathouse location, joining locations in Short Pump, Rocketts Landing and Sunday Park.

SAUCY'S BBQ (\$800,000)

The location of Saucy's BBQ is known to most longtime Hopewell residents as the old Turner's Welding. The Saucy's Barbecue project took about 16 months to complete. Saucy's Barbecue began in Petersburg, and for five years, served their BBQ out of a shipping container. Saucy's BBQ was featured in Southern Living in 2012 for "the South's Best Butt," featuring the best BBQ sandwich in each state.

235 - 239 EAST BROADWAY (\$500,000)

This building was rehabbed by DeGratia Development in 2018, and currently houses Haley's Honey Meadery, Paddy's Irish Pub and Legacy Roasting Company. This building was formerly home to a wide array of businesses, including Victoria's Attic and Dr. Lebow's first downtown office. This building is a mirror image of the yellow building across the street.

238 EAST BROADWAY (\$1M)

The building located at 238 E Broadway was purchased in 2014 and opened as Guncotton Coffee and Gallery in March of 2018. This building was the recipient of an Industrial Revitalization Fund (IRF) grant totaling \$387,000 as well as other private and public investments totaling over \$1 million. Due to COVID-19, the coffee shop has not yet reopened, however the art gallery and event space will reopen soon.

HOPEWELL RIVERWALK AND CITY PARK (\$615,000)

The Hopewell Riverwalk is a 1,700-foot linear boardwalk that meanders along the shores of the Appomattox River through a tidal cove and emergent wetlands. The Riverwalk is part of FOLAR's proposed Appomattox River Trail, a 23-mile trail system that links City Point in Hopewell with Lake Chesdin in Dinwiddie. City Park is at the head of the Riverwalk and offers a nature-inspired playground, riverfront beach area, fishing pier, wildflower garden and off-street parking.

FREEDMAN POINT APARTMENTS (\$14M)

Freedman Point broke ground in August 2018 and cut the ribbon in early December 2019 on their 68-unit apartment building. Freedman Point offers affordable family rental units, a newly leased commercial space, and onsite parking. There is also a community room, outdoor gathering space and play area. The partners on this project include: the City of Hopewell, Virginia Housing Development Authority; Bank of America; JLL; and the Hopewell Redevelopment and Housing Authority.

ANTICIPATED FRANCISCO LANDING MIXED-USE DEVELOPMENT (\$70M)

Bowman Construction, based out of Richmond, VA, is in the final planning stages of a two-phased mixed-use development located across North Main Street from the Library. This development will consist of 300+ market-rate apartment units, multiple commercial units, a public event and green space, and a public amphitheater. Phase 1 of the project is projected to break ground in early 2021.

SOCIAL & DEMOGRAPHIC QUALITIES

DEMOGRAPHIC INFORMATION

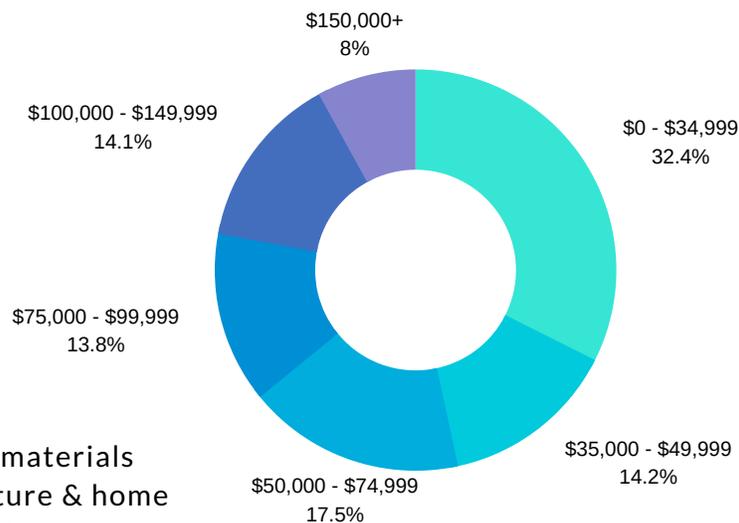
Population (2019 estimate): 155,743
Population between 18 - 65 Years of Age: 58.2%
Average Age of Population: 39.5
Households (2019 estimate): 57,731
Average Household Income (2019): \$69,665
Owner-Occupied Housing (2019): 59%
Median House Value (2018): \$221,974
Unemployment Rate (2019): 6.2%

*This information is based on a 10-mile radius from the property.

MARKET OUTLOOK (2019)

There are gaps in the market for many retail and restaurant categories for this area, including: building materials & home improvement, lawn & garden equipment, furniture & home furnishings, electronics & appliances, automotive, specialty retail, clothing & accessories, general merchandise, drugs & personal care, and full-service restaurants & bars.

HOUSEHOLD INCOME (2019)



SCHOOL INFORMATION

The Hopewell City Public School System includes three elementary schools: Dupont Elementary, Harry E. James Elementary, and Patrick Copeland Elementary; one middle school: Carter G Woodson Middle; and one high school: Hopewell High, all of which are accredited by the Virginia Department of Education.

TRANSPORTATION INFORMATION

Route 10 Corridor: The Route 10 corridor presents an opportunity to connect the Downtown area with the city's industrial area and the neighboring localities of Chesterfield County and Prince George County. Currently, the city is conducting a Complete Streets program to make the Route 10 corridor more pedestrian and bike friendly.

Public Transportation: The Petersburg Area Transit (PAT) bus system accesses downtown with one bus stop at the corner of East Cawson Street and Library Street, one block away from the property.

Downtown Parking: There are numerous free parking lots within a two-block radius of 246 East Broadway, as well as free on-street parking in front of the building.

REGIONAL INFORMATION

Hopewell neighbors Fort Lee, a US Army base home to multiple major military and defense organizations and Army Units. Fort Lee supports an on-post population of 28,580 and an off-post population of 62,920. Fort Lee has 9,564 troop housing spaces, and 1,506 family housing units. Fort Lee adds over 90,000 in population and is just 5 miles away from 246 East Broadway. Also, many servicemen & women and employees of Fort Lee live in and around the downtown Hopewell district.

Hopewell is part of a large metropolitan area including Virginia's state capital of Richmond. This area offers a lifetime's worth of amenities to explore. Hopewell is just a day trip away from Charlottesville, Jamestown, Norfolk, Raleigh, NC, the Shenandoah National Park, Virginia Beach and Washington DC, and Williamsburg.

PURPOSE OF THE REQUEST FOR PROPOSALS

The Economic Development Authority (EDA) is soliciting qualification proposals from the development community for the adaptive reuse of 246 East Broadway. The RFP includes two parcels:

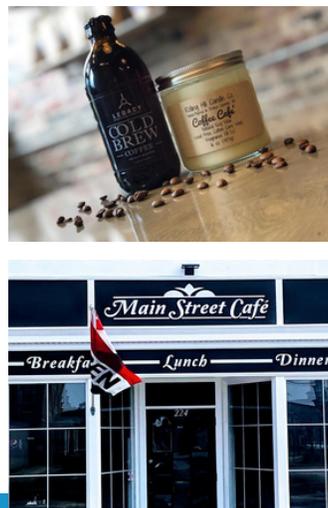
- #0800470 (appr. 4,800 sf): LOTS 28 & 29 BLK 5 SUBDIVISION: WEST CITY POINT
- #0800465 (appr. 0.06 acres): LOT 27 BLK 5 SUBDIVISION: WEST CITY POINT
 - If the developer does not address parcel #0800465 (the adjoining patio) in the proposal, then the EDA will maintain ownership of this parcel and only convey Parcel #0800470 in the final contracts.

The redevelopment of this property should meet the following development objectives:

- Enliven the public realm with pedestrian activity.
- Contribute to downtown as a destination.
- All uses should serve, complement and be part of the adjoining neighborhoods as well as the greater community.
- Permit appropriate uses which cultivate civic pride and encourages a sense of responsibility and a sense of place.
- Provide emphasis on local entrepreneurs and businesses with a unique local and regional flavor. Examples of ideal shops include: recreational retail to support river and biking activities, boutique and specialty retail with unique local interest, and unique dining and/or entertainment venues.

The EDA places high value on developers or teams that have worked together on projects with a similar scope and complexity. The developer should provide evidence of previous commercial experience and a high level of energy and the financial capacity to implement the project. The EDA will also place high value on pre-leases or Letters of Commitment from businesses that will occupy the space. The evaluation process will take into account whether developers have their own at-risk cash at stake.

The selected developer teams will be responsible to oversee the development of the property and carry out the vision of the EDA.



INFORMATION TO BE SUBMITTED

DEVELOPER INFORMATION

1. Complete & sign page 4 of this RFP and return with your proposal
2. Identification: Provide the name, address, telephone and fax numbers, and email address of developer and contact person for this proposal and that of the representative authorized to act on the developer's behalf and who is available to respond to questions or requests for additional information. Provide the organizational form of developer (individual, company, corporation, partnership, other).
3. Design Team: Provide the names and information about the architect, engineer, construction contractor, financial advisor, minority participation plans and/or other principal associates who would work with the developer on the project. Also include a statement of the relationship between the developer/development team and any parent companies or subsidiaries that might also take part in the development.
4. Current Workload: Please provide the development team's current workload and the projected workload over the anticipated project schedule.
5. Authorization Statement: Please provide a statement authorizing the EDA to verify financial and any other qualifications.



PROPERTY INFORMATION

1. Purchase Price for Land and Building: Please provide specific information as to amount offered and what you expect to be purchasing. Also, indicate when and by what means you intend for the transaction to take place.
2. Targeted Uses: Please provide a list of the types of businesses that would be considered for the retail/commercial storefronts. Pre-leases or Letters of Commitment from businesses will be viewed favorably.
3. Construction Details and Build Out: Please describe planned quality of build out including fixtures, furniture and equipment.
4. Timeline: Please include a redevelopment timeline from initial construction to business(es) opening. The length of the time from award to functioning, occupied space is very important to the EDA.
5. Marketing Plan: Please describe your marketing plan for the project including targeted population and demographics.
6. Project Budget: Please provide a detailed project budget and operating pro forma for the first two years of operation. Include total investment amount and estimated taxes generated by the project.

INFORMATION TO BE SUBMITTED Cont.

STATEMENT OF QUALIFICATIONS

1. Provide at least three descriptions of projects you and/or your firm has developed related to commercial or entertainment uses. Please provide a contact name and telephone number for each project listed.
2. Resumes of key personnel from the developer's company, and of any other sub-development or joint-venture partners.

FINANCIAL CAPACITY

1. Provide bank references and a contact name and phone number.
2. List equity partners or joint venture partners if any.
3. If the purchase and build-out is to be financed, evidence of the support from the funding institution is required.
4. If the purchase and build-out are not to be financed, evidence of the cash availability for project from the developer is required.

REFERENCES

Provide at least three professional references. Please include names, titles and telephone numbers.

The proposing firm must specifically and clearly identify what it considers to be trade secret information and confidential commercial and financial information, and must so mark the information in accordance with the Virginia Public Procurement Act, §2.2-4342(F). Information correctly identified shall not be made public except as otherwise required by law. The entire response may not be marked confidential. All responses prepared by the respondents under this request will be for the exclusive and deliberate use of the City of Hopewell.



EVALUATION CRITERIA

The evaluation of developers responding to the Request for Proposals will be completed in a systematic manner using the following evaluation criteria (in no order of priority):

- The qualifications and experience of the developer and/or development team.
- The degree to which the proposal would achieve such development objectives outlined in "The Purpose of the Developer Request for Proposals."
- Financial capacity of Developer, ability to finance the proposal and if the developer has any case at-risk in the project.
- Purchase price of the property.
- Timeline and phasing.
- Completeness and quality of the proposal.
- Proposed or pre-leased end use.



SELECTION CRITERIA

Development proposals in response to this RFP will be evaluated by the Economic Development Authority (EDA). It is anticipated that the EDA will conduct interviews with as many as three (3) to five (5) developers.

The EDA is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate development negotiations at any time. If an agreement cannot be successfully negotiated in a timely manner, the EDA has the right to terminate negotiations with that developer and move onto another developer. Responses to this RFP will be initially reviewed and evaluated by an Ad-Hoc Advisory Committee, consisting of City staff, organizational staff and other relevant stakeholders. The Advisory Committee will issue recommendations to the EDA. The EDA is not bound by the recommendations of the committee. The EDA reserves the right to request clarification or additional information from individual respondents and to request some respondents to make presentations to the EDA, City staff, community groups or others.

The EDA will select a developer with the experience, commitment, vision, financial ability, and technical competence necessary to complete the successful redevelopment of 246 E Broadway Avenue. The primary basis for the selection committee's consideration of response to this RFP will be in the contents of the development team's submission materials, and the results of the EDA's due diligence and reference checks.

SELECTION PROCESS

A four-phase process has been established for soliciting developer participation in the finance, design, development, construction and operation of the properties. The Economic Development Authority (EDA) reserves the right to modify the process as it determines. If and when such changes in the schedule were to occur, notice will then be provided to developers still involved in that stage of selection process.

PHASE 1 Request for Proposals

The intent of this phase is to identify teams that have a proven capacity, track record, interest and creativity to design and develop the properties. Specifically, the intent is to obtain substantiated evidence of performance capacity to complete an undertaking of this magnitude, along with verification of prior or present involvement in the finance, development and operation of this type of development (or highly related type of development).

PHASE 2 Developer Pre-Proposal Conference

The primary purpose of the Pre-Proposal Conference is for the EDA to present the development opportunities and to provide a forum to discuss this request. The Pre-Proposal Conference will be held on Thursday, October 29, 2020 at 11AM via Zoom video meeting software. To join the virtual Pre-Proposal Conference, please visit www.zoom.com and enter the following information: Meeting ID: 950 2796 7369 Passcode: 478945. Although attendance by developers is not mandatory, all questions regarding submissions and the project will be addressed during this meeting or in follow-up correspondence. All written questions must be received by the City of Hopewell's Acting Procurement Officer, Felicia Ashburn at (804) 541-2342 ext. 164 or fashburn@hopewellva.gov no later than Thursday, November 5, 2020. Responses to all written questions will be issued by an addendum after Thursday, November 12, 2020.

PHASE 3 Developer Interviews

The selected short-list of developers will be required to present their qualifications and proposed finance and development plans.

PHASE 4 Ranking the Top Developers

The Economic Development Authority will prepare a Developer Evaluation form describing the basis for ranking developers and recommendations. This form will be based on the Statements of Qualifications and the Proposals submitted by the developers. The EDA will use these forms to decide the final ranking of developers. Immediately after determining final ranking, the EDA will schedule interviews with up to the top three (3) to five (5) developers. Once the EDA conducts the interviews and selects a developer, the EDA will begin negotiations of the Development Agreement and conveyance of the property. If an agreement cannot be successfully negotiated in a timely manner, the EDA has the right to terminate negotiations with the highest ranked developer, and begin negotiations with next highest ranked developer. The developers ranked below the second highest developer would only be contacted if negotiations failed with the developer ranked immediately above them.

RFP TIMELINE

October 8, 2020 City Issues Request for Proposals.

October 29, 2020 Pre-Proposal Conference at 11AM via Zoom.

November 5, 2020 Final Day to Submit Questions to the Acting Procurement Officer at 5:00PM.

December 3, 2020 RFP Submission Deadline, and Proposal Opening, both at 11AM.

December 3 - 18, 2020 Acting Procurement Officer & EDA Reviews Submissions.

TBA Potential Candidate Interviews.

TBA EDA Meeting with Recommended Respondent.

TBA EDA to Negotiate Development Agreement.

To view the proposal opening, please visit www.hopewellva.gov; select view calendar; choose the date of the opening.

The selected firm is required as part of the Bid Proposal to provide a timeline for completing the project. The EDA reserves the right to alter the schedule at any point in the process, but agrees to provide adequate notice to respondents should the schedule be amended.



TECHNICAL ASSISTANCE

Questions regarding proposal submissions should be directed to the City of Hopewell's Acting Procurement Officer, Felicia Ashburn (804) 541-2342 ext. 164 or fashburn@hopewellva.gov. Technical questions regarding the project should be directed to:

Stacey English

Economic Development Specialist

Office of the City Manager

300 N Main Street Suite 216

Hopewell, VA 23860

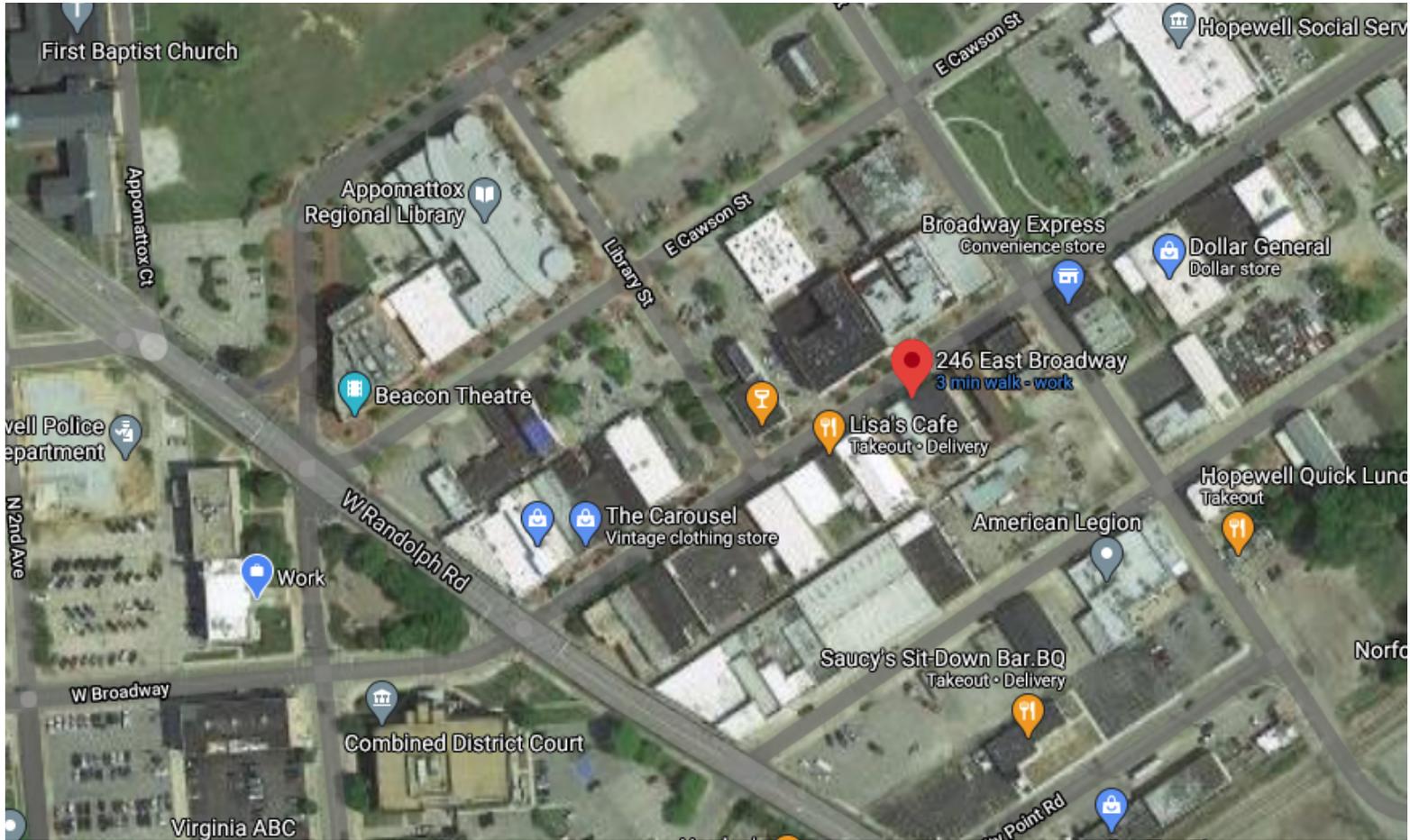
Telephone: (804) 541-6008

Fax: (804) 541-2412

Email: senglish@hopewellva.gov

In order to maintain equal access to information, we request that you not contact anyone other than the individuals named above. If there are any changes to the scope of work, addenda will be issued by the Purchasing Agent to all known participants.

ATTACHMENT A - Location and Pictures



ATTACHMENT B - Resource Links

For a copy of the City of Hopewell's 2028 Comprehensive Plan, please visit this link: <https://hopewellva.gov/2028-comprehensive-plan-now-ready-for-public-view/>.

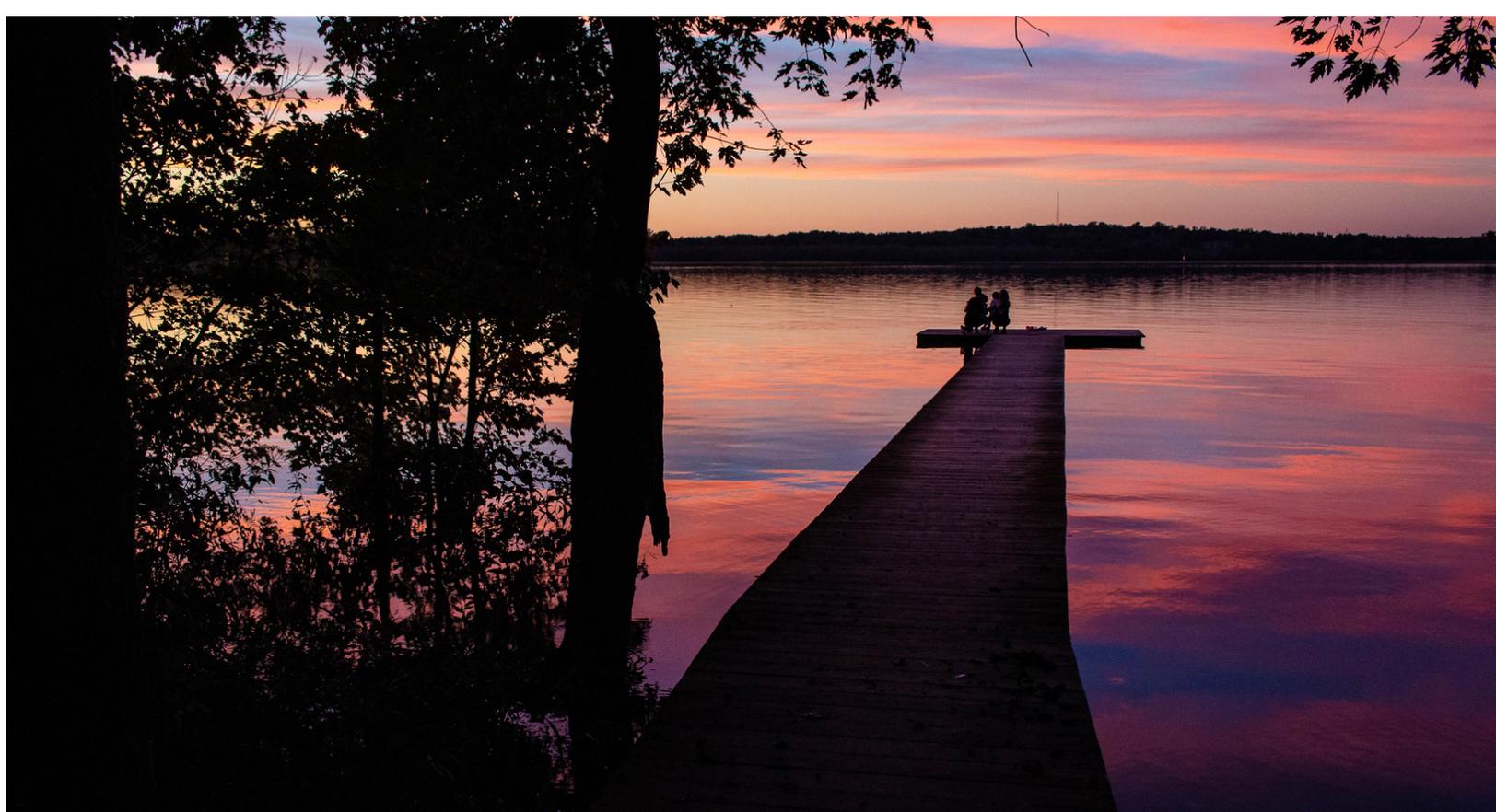
For a copy of the city of Hopewell's Downtown Master Plan, please contact Stacey English at senglish@hopewellva.gov.

For the City of Hopewell's B-1 Zoning Ordinance, please visit this link: https://library.municode.com/va/hopewell/codes/code_of_ordinances?nodeId=COCI_APXAZOOR_ARTIXDOCEBUDIB-.

For more information on the Hopewell Downtown Partnership and Hopewell's National & Virginia Main Street accreditation, please visit this link: <https://hopewelldowntown.com/>.

For more information on the Hopewell / Prince George Chamber of Commerce, please visit this link: <https://www.hpgchamber.org/>.

For more information on Hopewell's Tourism efforts, please visit this link: <https://www.visithpg.com/>.



ATTACHMENT C - GENERAL TERMS & CONDITIONS

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.

B. EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR: By submitting the bids/proposals, the bidders/offerors certify to the City 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. 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 the City 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 City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. 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.
6. To 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 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.

ATTACHMENT C - GENERAL TERMS & CONDITIONS

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

C. DIRECT TAXES: All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.

D. INDEMNITY: The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise. Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.

E. SALES TAXES: The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

F. QUOTATION FORM: The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.

G. CONTRACTOR'S DEFAULT: In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.

H. COMPUTATION OF TIME FOR DISCOUNTS: Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.

I. ETHICS IN PUBLIC CONTRACTING: By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/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.

J. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

ATTACHMENT C - GENERAL TERMS & CONDITIONS

K. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. DEBARMENT STATUS: By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.

M. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia 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 the City of Hopewell, Virginia under said contract.

N. PAYMENT: Payment by the City is due thirty days (30) after delivery is made to the City of Hopewell and inspection unless otherwise specifically provided: subject to any discounts allowed.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

ATTACHMENT C - GENERAL TERMS & CONDITIONS

2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

O. PRECEDENCE OF TERMS: Paragraphs A N of these General Terms and Conditions 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 Special Terms and Conditions shall apply.

P. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Q. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

R. 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. The Purchasing Department 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 the Purchasing Department 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 the Purchasing Department'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. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any

ATTACHMENT C - GENERAL TERMS & CONDITIONS

claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. 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 accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.

S. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 the City may have.

T. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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 the City 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

U. INSURANCE: The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

ATTACHMENT C - GENERAL TERMS & CONDITIONS

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$500,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates. Executed copies of the performance bond shall become a part of all copies of the contract.

SPECIAL TERMS AND CONDITIONS

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.

ATTACHMENT C - GENERAL TERMS & CONDITIONS

B. 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 City of Hopewell, 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.

C. AWARD OF CONTRACT: An award will be made to the lowest responsive and responsible bidder/offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids/proposals in whole or in part, to waive any informality, and to delete items prior to making an award.

D. BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. CANCELLATION OF CONTRACT: The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. EXTRA CHARGES NOT ALLOWED: The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

G. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

H. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS: Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

I. WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS: Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid/proposal form itself, on the envelope in which the

ATTACHMENT C - GENERAL TERMS & CONDITIONS

bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

J. RECEIPT AND OPENING OF BIDS/PROPOSALS: It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

K. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.