



**Philadelphia Parking Authority**

***Request for Proposal***

**Commercial Real Estate Broker Services**

**RFP No. 16-12**

**Issue Date: Wednesday, May 4, 2016**

**The Philadelphia Parking Authority is seeking proposals from qualified professional leasing agents or brokers for leasing retail space on the ground floor of both sides of 8<sup>th</sup> Street between Arch and Filbert Streets.**

**The Philadelphia Parking Authority requests that responses be submitted by:**

**2:00 PM EST on Wednesday, June 1, 2016**

**Delivery Instructions:**

<b>Proposals will be received by Mail, Hand Delivery or Courier Delivery</b>
All copies of the RFP must be submitted to: Mary Wheeler Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106 Email: Mwheeler@philapark.org
<b>Fax or email responses will NOT be accepted</b>

**THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET – SUITE 5400  
PHILADELPHIA, PA 19106**

**REQUEST FOR PROPOSALS COMMERCIAL REAL ESTATE BROKER SERVICES  
PROPOSAL No. 16-12**

**INSTRUCTIONS TO PROPOSERS**

**SUMMARY**

- When:** Proposals must be submitted by 2:00 PM, Wednesday, June 1, 2016.
- Where:** Philadelphia Parking Authority  
Attention: Mary Wheeler, Manager Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, PA 19106
- How:** All prospective proposers must complete and email the vendor registration form supplied with the RFP documents to [mwheeler@philapark.org](mailto:mwheeler@philapark.org) in order to be eligible to submit a proposal for this solicitation. Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendors name and be boldly and clearly marked (*not* typewritten) "Commercial Real Estate Broker Services - RFP No. 16-12". All proposals must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.

**1. Introduction:**

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified professional commercial leasing agents or brokers for the purpose of selecting an exclusive, licensed, qualified firm or individual to provide commercial real estate broker services for leasing retail space on the ground floor of both sides of 8<sup>th</sup> Street between Arch and Filbert Streets under a Contract with the Philadelphia Parking Authority.

The Authority is in the process of a complete transformation of our parking garage and retail space at 8<sup>th</sup> & Arch Streets in Center City Philadelphia. The facility, built in 1964, will be completely upgraded as described in the attached "Transformation Plan" (**Exhibit A**). Located in the heart of exciting changes on Market Street East, Chinatown, Franklin Square and the historic district, this property is poised to be a premier retail location.

There is 42,013 square feet of retail space. However, a portion of the space is under lease and additional space is in

the process of negotiation. At the time of execution of an agreement with a successful proposer, the Authority, at its sole discretion, will determine what portions of the space will be subject to the agreement. The remaining spaces will not be subject to the terms of the agreement and the successful proposer will have no claim to compensation for any fee or commission associated with those premises, unless added at the request of the Authority.

Individual tenant spaces with the corresponding areas are attached as **Exhibit B**. All retail spaces are vanilla boxes and can be fitted to the tenant's specifications. Fit-out costs will be the responsibility of the lessor, the terms of which will be subject to negotiation with the prospective tenant.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106 or via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). As a Request for Proposals (RFP), this is not an invitation to bid and although price is very important, other pertinent factors will be taken into consideration.

## **2. Procurement Questions:**

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than Wednesday, May 18, 2016 no later than 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "RFP No. 16-12 Commercial Real Estate Broker Services" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified proposers. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

## **3. Proposal Conditions:**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Wednesday, June 1, 2016. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

## **4. Signatures Required:**

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

## **5. Proposal Format:**

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Proposers upon request. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Proposal Security

Tab D Financial Statement  
Tab E Insurance Requirements  
Tab F Proposal Form  
Tab G Broker's License  
Tab H Vendor Questions  
Tab I Unacceptable Contract and Insurance Terms

**6. Proposal Qualifications:**

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form (Proposal Form, Section 12) attached hereto and proof of ability to furnish the items and services as outlined in the requirements.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for the duration of the contract period. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

**7. Proposing Equivalent Products:**

Not applicable for this solicitation.

**8. Executed Contract Required:**

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of Contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing commercial real estate broker services or be subject to any other liability whatsoever on any legal theory concerning the provision providing commercial real estate broker services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

A sample of the PPA standard contract is attached as **Exhibit C**. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal (**Tab I**) in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

**9. Rejection or Acceptance of Proposals:**

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to be awarded the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After the selection of the most responsible proposer(s) with the highest quality and best terms, the Committee will make a recommendation to the Authority's Board for the award of a contract. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience,

**COMMERCIAL REAL ESTATE SERVICES**

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**INSTRUCTIONS TO PROPOSERS**

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responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the proposers' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

#### **10. Unacceptable Proposals:**

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

#### **11. Clarification of Instructions:**

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). All clarification requests will be responded to via addendum to all proposers.

#### **12. Restriction of Contact:**

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

#### **13. Notification of Proposer Selection:**

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer. The selected proposer(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected proposer for any service or work

for any service or work performed or expenses incurred before the effective date of the Contract.

**14. Financial Statement (Tab D):**

The Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the proposer. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential".

**15. MBE/WBE/DBE/DSE Participation:**

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises ("DS-DBE) but not limited to; Design, Construction, Operations Management, etc.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

**16. General Warranty:**

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal.

**17. Contract Period:**

Commencing with the Effective Date, the term of the Contract shall be for a period of five (5) years.

**18. Executive Summary:**

The vendor will include in their proposal (**Tab B**), a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

**19. Document Disclosure:**

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, all proposers in the instant process are advised to review such disclosure issues.

**20. Business Licenses:**

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

**21. Evaluation of the Proposal:**

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the contract within the specified time line, the vendor's ability to meet the requirements, and the price proposed by the vendor. The Evaluation Committee will utilize the following rating system to evaluate all proposals submitted: 0= does not meet the requirements, 1= marginally meets the requirements, 2= fully meets the requirements, 3 = exceeds the requirements. Based on these

ratings, a composite rating will be determined for each proposal ("Rating"). While the Rating will be used by the Authority in the selection process, the award of the contract will be at the sole discretion of the Authority.

Based on the review of the written proposals, certain proposers may be asked to demonstrate their plan of operation for this solicitation.

**22. Site Visit:**

Prospective Proposers who would like to visit the site and see the individual spaces that are to be leased must make a written request to Mary Wheeler via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) to set up an appointment at a mutually agreed upon time. Proposers are not permitted to visit the site with any other Authority employee. Questions will not be considered during the site visit and must be submitted in writing prior to the question deadline.

**23. Standard Practices:**

All work performed under the contract shall be subject to inspection and final approval by the Authority.

**24. Statement of No Proposal:**

All Prospective Proposers that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

**25. Invoicing:**

All invoices must be accompanied by a Purchase Order Number and a description of services. The Authority will not be responsible for any invoices not delivered or mailed to:

Accounts Payable  
THE PHILADELPHIA PARKING AUTHORITY  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

**26. Shipping and Delivery:**

The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

**27. Proposal Security:**

Each proposal shall be accompanied by a certified check, cashier's check or bid bond acceptable to the Philadelphia Parking Authority, in an amount equal to ten (10) thousand dollars, payable without condition to the Philadelphia Parking Authority as a guaranty that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same. Proposal security will be returned to the unsuccessful proposers in a timely fashion after the award of the contract by the Philadelphia Parking Authority.

**28. Insurance Requirements:**

The successful proposer will be required to submit Insurance Coverage as outlined in the requirements. The proposer shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP (Tab E).

**THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET, SUITE 5400  
PHILADELPHIA, PA 19106**

**REQUEST FOR PROPOSALS – COMMERCIAL REAL ESTATE BROKER SERVICES  
PROPOSAL NO. 16-12**

**REQUIREMENTS**

The Philadelphia Parking Authority is seeking proposals from professional commercial leasing agents or brokers for the purpose of selecting an exclusive, licensed, qualified firm or individual to provide commercial real estate services for leasing retail space on the ground floor of both sides of 8<sup>th</sup> Street between Arch and Filbert Streets.

Proposers should have comprehensive sales and marketing knowledge of commercial, retail real estate, including strategies to provide the maximum marketing exposure to the property and strategies conducive to obtaining the optimal pricing and returns for the property. The Authority is seeking a five-year agreement contingent upon performance.

Proposers must be licensed to do business in the Commonwealth of Pennsylvania and the City of Philadelphia. A copy of the broker's license must be submitted with the response to this RFP **(Tab G)**.

Parties interested in submitting a proposal must submit a detailed response to the following questions **(Tab H)**. You may provide additional information that distinguishes you and your firm from other prospective proposers.

1. Describe your marketing program in detail, including the production and distribution of materials by use of printed, social media, and multi-media.
2. Describe what marketing costs you would bear and what costs would be borne by the Authority.
3. Describe your commission structure, including the commission rate, when commissions are paid, how cooperating brokers are paid, and how you handle renewal options. It is the Authority's preference to pay commissions annually, on the lease anniversary.
4. Please list other Center City Philadelphia retail spaces for which you are the exclusive listing agent, the length of time you have represented them and the total square feet you have leased on their behalf.
5. Please supply a list of five references, including contact person, company name, address, phone numbers, email addresses, and space you have leased on their behalf.
6. Identify the name, title and experience of each member of your proposed marketing team.
7. Describe your role in lease negotiations.

Proposals will be evaluated based on the response to the factors listed above at the Authority's sole discretion. Some or all proposers may be invited to make oral presentations if the Authority determines that is necessary in making a decision. The Authority may terminate this request at any time and will be under no obligation to accept any proposal.

**THE PHILADELPHIA PARKING AUTHORITY**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**RFP No. 16-12**

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
  - a) Workers' Compensation Coverage: Statutory Requirements
  - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
  - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 10,000
  - b) General Aggregate must apply on a Per Location Basis
  - c) Owner must be named as additional insured as shown in requirement #10.
3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
  - a) Coverage to include:
    - (1) All Owned, Hired and Non-Owned Vehicles
    - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
  - b) Per Accident Combined Single Limit: \$1,000,000
  - c) Owner must be named as additional insured as shown in requirement #10.
4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, employers liability & cyber liability as required by this contract. Owner must be named as additional insured as

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shown in requirement #10. If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$5,000,000.

5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #10. Claims-made is acceptable.
7. If any work involves web-based or cyber services – Cyber Liability Insurance, including 3<sup>rd</sup> party privacy, with minimum limits of \$1,000,000 per claim and excess limits as described in requirement #4 above. Owner must be named as additional insured as shown in requirement #10.
8. Deductibles or Self Insured Retention's: "if applicable"  
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. \_\_\_\_\_ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. Financial Rating of Insurance Companies:
  - a) A.M. Best Rating: A- (Excellent) or Higher
  - b) A.M. Best Financial Size Category: Class VII or Higher
10. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and \_\_\_\_\_ collectively, shall be added as ADDITIONAL INSUREDs on the policies as noted above even for claims regarding their Sole Negligence. \_\_\_\_\_'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
11. It is agreed that \_\_\_\_\_ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) \_\_\_\_\_ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by \_\_\_\_\_ pursuant to this Contract.
  - b) \_\_\_\_\_ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by \_\_\_\_\_ Pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.

13. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the \_\_\_\_\_.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with \_\_\_\_\_, or otherwise provided by law.

14. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.

15. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.

16. Prior to the commencement of work or use of premises, \_\_\_\_\_ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of \_\_\_\_\_ to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of \_\_\_\_\_ who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

17. Failure of \_\_\_\_\_ to obtain and maintain the required insurance shall constitute a breach of contract and \_\_\_\_\_ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides \_\_\_\_\_ with a written waiver of the specific insurance requirement.

18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

19. \_\_\_\_\_ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of \_\_\_\_\_. The subcontractor's insurance must name the PPA as additional insured. \_\_\_\_\_ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

20. Failure of \_\_\_\_\_ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify \_\_\_\_\_ of any breach by \_\_\_\_\_ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of \_\_\_\_\_ to defend, indemnify, and hold harmless the indemnified parties as required

**COMMERCIAL REAL ESTATE BROKER SERVICES**

herein. The obligation to procure and maintain any insurance required is a separate responsibility of \_\_\_\_\_ and independent of the duty to furnish a copy or certificate of such insurance policies.

21. \_\_\_\_\_ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including \_\_\_\_\_ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of \_\_\_\_\_ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or \_\_\_\_\_. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by \_\_\_\_\_ employees / volunteers. It is further expressly agreed \_\_\_\_\_ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

NAME OF PRIME PROPOSER .....

**THE PHILADELPHIA PARKING AUTHORITY**  
**701 MARKET STREET—SUITE 5400**  
**PHILADELPHIA, PA 19106**

**REQUEST FOR COMMERCIAL REAL ESTATE BROKER SERVICES**  
**PROPOSAL NO. 16-12**

**PROPOSAL FORM**

1. The undersigned, having familiarized \_\_\_\_self/selves with the proposal documents to provide commercial real estate broker services, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide commercial real estate broker services.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Attached hereto is a security check or bid bond in the amount of ten (10) thousand dollars for this project.
5. Proposer acknowledges receipt of the following addenda:

Addendum

Date

_____	_____
_____	_____
_____	_____

NAME OF PRIME PROPOSER .....

6. Proposer agrees to provide commercial real estate broker services for the terms described below.

Item:	Total Amount:
Vendor commission rate	
Cooperating broker commission rate	
Vendor marketing cost	\$
Marketing cost to Authority	\$

	Expense amount	Type of Expense
Any cost for which the vendor will seek reimbursement from the Authority. (Please indicate the type of expense and the anticipated amount. The Authority will pay only the cost expended by the vendor, without vendor mark-up, for approved reimbursable expenses.)	\$	
	\$	
	\$	
	\$	
	\$	

7. **Contract Period:** Commencing with the Effective Date, the term of the Final Contract shall be for a period of five (5) years. The Authority at its sole discretion, shall have the right to terminate the Contract upon thirty (30) days written notice.

NAME OF PRIME PROPOSER .....

8. **Delivery Schedule:** Not applicable for this solicitation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NAME OF PRIME PROPOSER .....

9. **Requirement Statement:** The undersigned vendor agrees to provide commercial real estate broker services as specified in the Requirements and any Addenda if issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NAME OF PRIME PROPOSER .....

**10. Proposer Signatures:**

If offer is by an individual or partnership, form must be dated and signed here:

\_\_\_\_\_  
Signature of Owner of Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

NAME OF PRIME PROPOSER .....

11. Affidavit of Non-Collusion:

STATE OF .....

COUNTY OF .....

\_\_\_\_\_, being first duly sworn, deposes and says:

.....That the bidder is a

.....  
(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

\_\_\_\_\_  
Signature of Proposer, if proposer is an individual

\_\_\_\_\_  
Signature of Officer, if proposer is a corporation

Subscribed and sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_ 2016.  
My commission expires on  
\_\_\_\_\_, 20\_\_\_\_

NAME OF PRIME PROPOSER .....

12. Proposer's Qualifications:

- a. Type of business: Individually owned ☐  
Check one Partnership ☐  
Corporation ☐  
Other ☐
- b. Number of employees: Under 25 ☐  
Check one Under 50 ☐  
Under 100 ☐  
Over 100 ☐
- c. If you have had previous contracts with the Authority, list date and product or service provided:
- i. ....
- ii. ....
- iii. ....
- iv. ....
- iii. ....
- .....

**NAME OF PRIME PROPOSER .....**

INTENTIONALLY

LEFT BLANK

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS)				THE PHILADELPHIA PARKING AUTHORITY	
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES				MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
Proposal Number		Name of Proposer		No. of Copies Submitted Page __ of	
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE					
For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. Photocopy this form as necessary.					
<b>Disadvantaged Business Information</b>		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name			Phone	Yes (Date)	
Address			Mail	No	
Contact Name			Quote Received	Amt Committed to	
Telephone No.	Fax No.		Yes	\$	%
MBEC Certification No.			No	percentage of total bid	
<b>Disadvantaged Business Information</b>		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name			Phone	Yes (Date)	
Address			Mail	No	
Contact Name	Telephone No.		Quote Received	Amt Committed to	
MBEC Certification No.			Yes	\$	%
			No	percentage of total bid	
<b>Disadvantaged Business Information</b>		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name			Phone	Yes (Date)	
Address			Mail	No	
Contact Name	Telephone No.		Quote Received	Amt Committed to	
MBEC Certification No.			Yes	\$	%
			No	percentage of total bid	



**Proposal Decline Form:** RFP No. 16-12 – Commercial Real Estate Broker Services

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

Name: \_\_\_\_\_

- ☐ Requirements too "tight" (explain below)
- ☐ Unable to meet time period for responding to this RFP
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet Requirements
- ☐ Unable to meet Bond/Insurance Requirements
- ☐ Requirements unclear (explain below)
- ☐ Unable to meet Insurance Requirements
- ☐ Unable to meet Contract Requirements (explain below)
- ☐ Other (specify below)

Comments:


Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

# ***Exhibit A***

# TRANSFORMATION



8TH & FILBERT STREET GARAGE

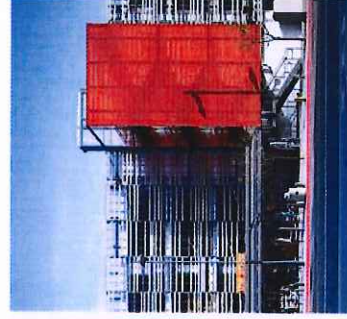
PHILADELPHIA, PA  
30 MAY 2013

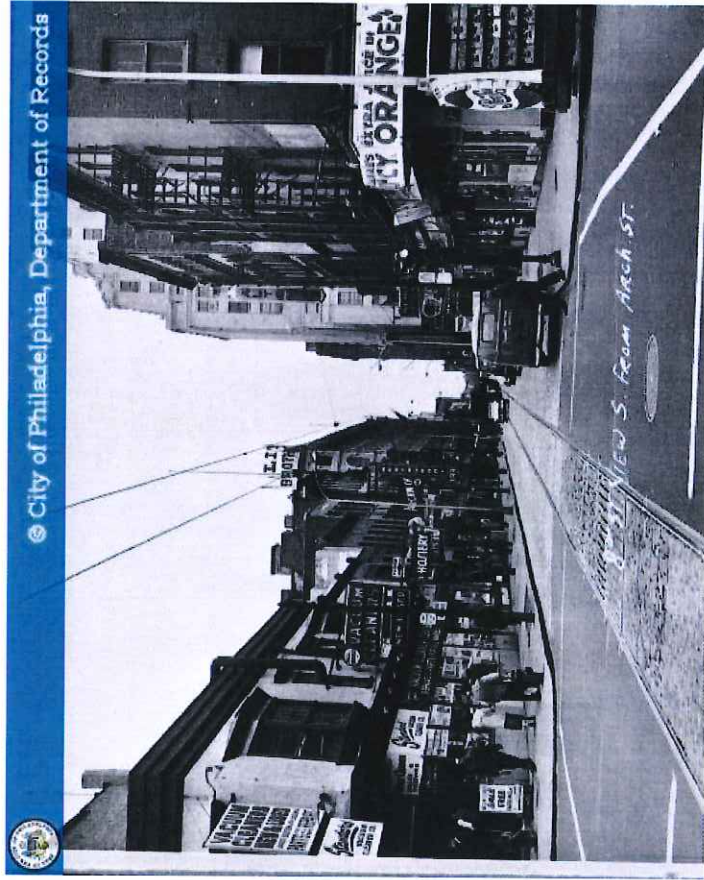
O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

# PROJECT CRITERIA:

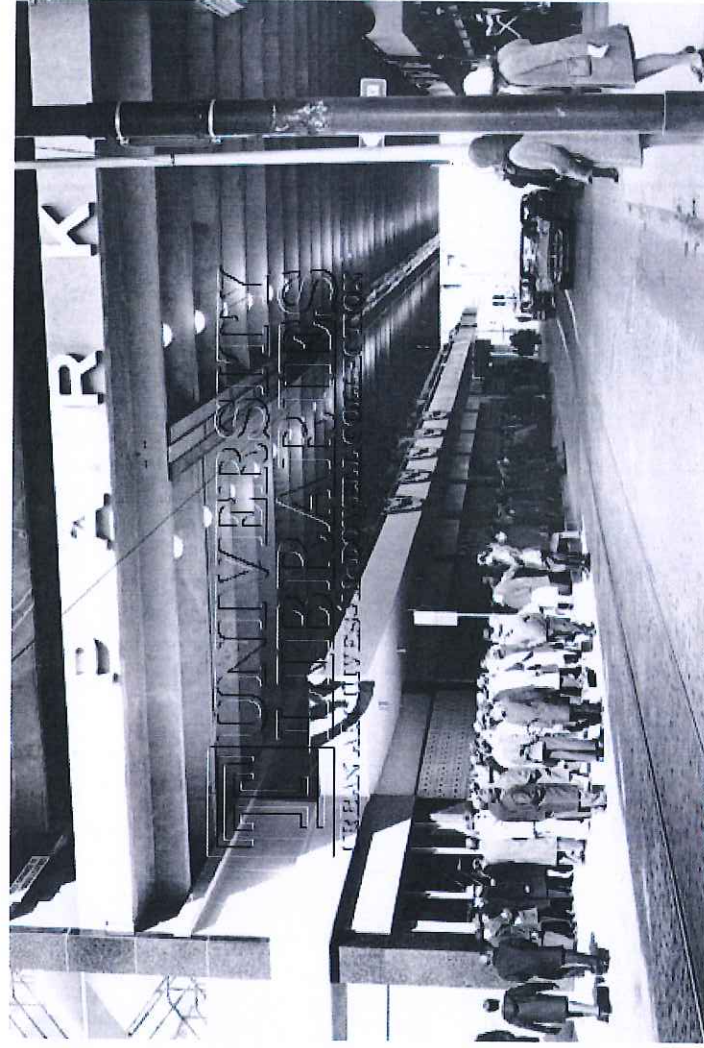
The Authority sought the following criteria and competency for:

- **effective and esthetically pleasing** renovation of concrete structures.
- effective rehabilitation, **modernization** and **beautification** of the existing parking facility within tight **budgetary** constraints.
- designing and implementing **innovative solutions** that contribute to **alleviating urban blight**.
- designing and implementing **energy** consumption **saving** technologies appropriate for urban public garages.
- successful and creative rehabilitation of this blighted urban structure and associated spaces creating an **exciting destination** for residents and visitors alike.





VIEW FROM ARCH STREET - 1958



VIEW FROM FILBERT STREET - mid 1960's



## ARCHIVAL PHOTOS OF GARAGE

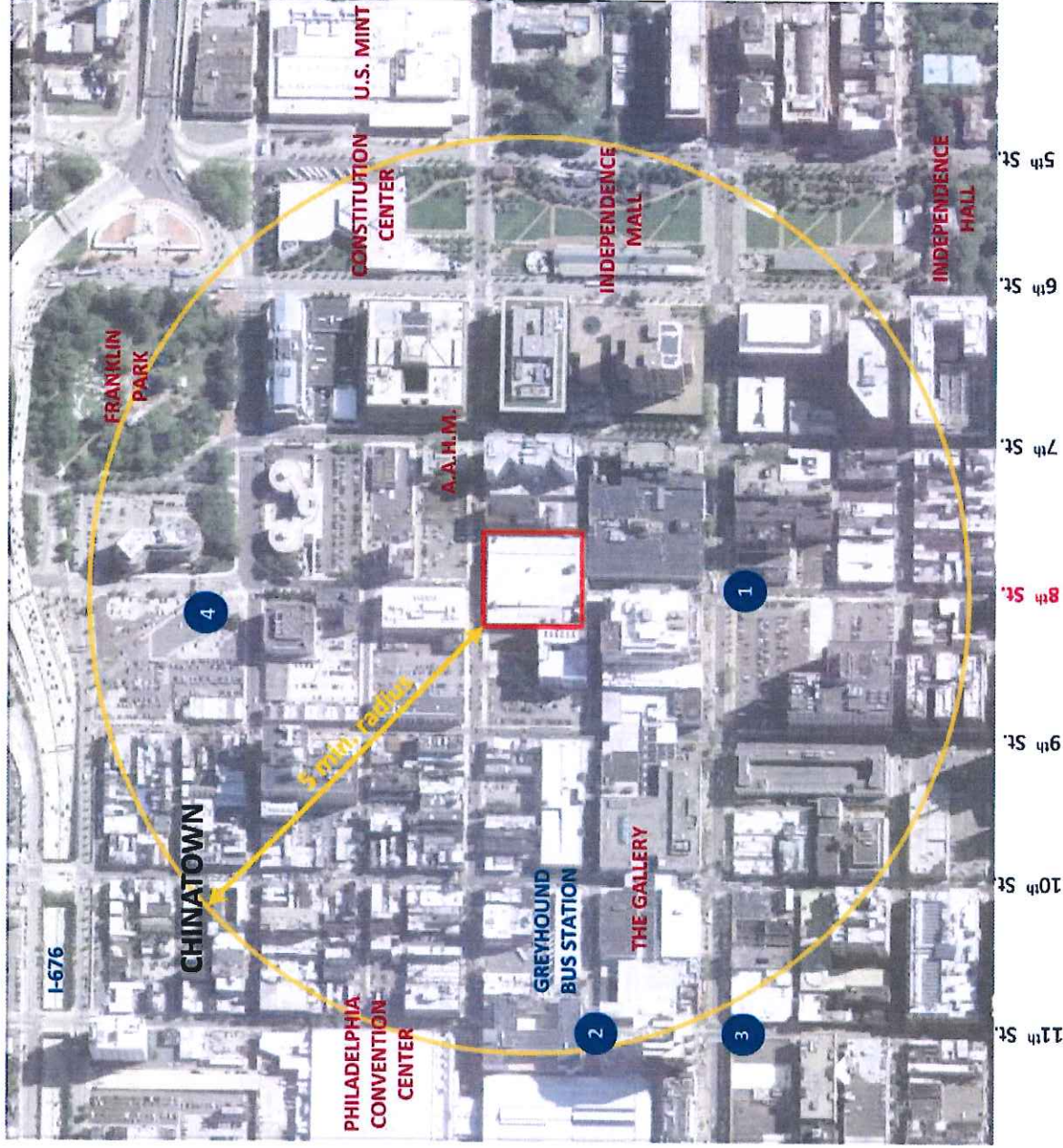


## 8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

# SITE CONTEXT: SITE ANALYSIS



- Transit Stations:  
SEPTA / PATCO / RR
- 1 8<sup>TH</sup> Street Station:  
SEPTA / PATCO
  - 2 MARKET EAST  
Regional Rail (RR)
  - 3 11<sup>TH</sup> Street Station:  
SEPTA
  - 4 Ridge Ave. Spur  
SEPTA

Market Street:  
Market Frankford Line /  
SEPTA 11<sup>TH</sup> & 8<sup>TH</sup> Street  
Stations/ SEPTA Bus Routes / NJ  
TRANSIT / PATCO

Chestnut Street

BALCONY OPPORTUNITY FOR LIGHTING

INFORMATION- YOU ARE HERE!

CLOSE 8TH ST FOR EVENTS

CHINATOWN COLLABORATION UTILIZE WIDE SIDEWALKS

MODERN RETAIL FAÇADE

CORNER RETAIL - CRITICAL ESPECIALLY SE CORNER OF ARCH AND 8TH

**SIGNAGE GUIDELINES**

RELATE TO CONVENTION CTR AND CONSTITUTION CTR. MULTIMODAL TRANSIT

PARKLETS ON ARCH CYBER CAFÉ?

"CRAFTING CORRIDORS" INTERACTIVE STOREFRONT

**BIKE CORRAL** CCD SERVICE DISTRICT

TREE AND PLANTERS

SCREENING

**SAFETY**

**BICYCLE PARKING**

BICYCLE FRIENDLY

COMMUTER VS. TOURIST

ART INSTALLATIONS

**DECORATED PARKING**

**SCREENS**

ADVERTISEMENTS FOR PHILLY ELEC. SIGNAGE FEATURE **"PARK"** SIGN REDESIGN

URBAN RETAIL CONSULTANT

**STREET BLOCK PARTIES**

EXTENDED HOURS TO IMPROVE STREET ACTIVITY VIDEO MAPPING BREAK UP THE TUNNEL INTO SMALLER ZONES

**FIX DRIVING LANE GATES**

NEED TO DISARM BUILDING - MORE INVITING

**SLOW DOWN VEHICLES**

CHARRETTE FEEDBACK

**LIGHT SHOW**

EXTEND FROM MARKET TO ARCH - FIX IT!

BUSINESS FOCUS

**LOCAL ARTISTS**

SUSPENDED FEATURE! WIND

**PUBLIC ART UNDERNEATH**

NO RAMPS

**GATEWAY**

**PRECEDENT SETTING**

FARMERS MARKET

SOLAR PANELS ON ROOF REMOVE STREET PARKING

OCCUPANCY SENSORS LIMIT # OF CURB CUTS INTO GARAGE

ADVERTISING TO GENERATE \$\$\$ **TOP LEVEL BRANDING AND DECK SURFACE**

**GROUND FLOOR ARTS SHELTER**

**ANNOUNCE WHO'S THERE!**

KEYBOARD EFFECT - "BIG" MOVIE **MURAL**

PLACE-MAKING MARKERS @ SIDEWALK

LIGHTING - TIMING, BLINKING

**DIGITAL MESSAGING**

**LARGE BANNERS OR FLAGS IN THE WIND**

**WELCOMING GRAPHICS ON NORTH FAÇADE**

INCORPORATE GLASS FAÇADE



8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA

30 MAY 2013

O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.



# 8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.



# 8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.



O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013





O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

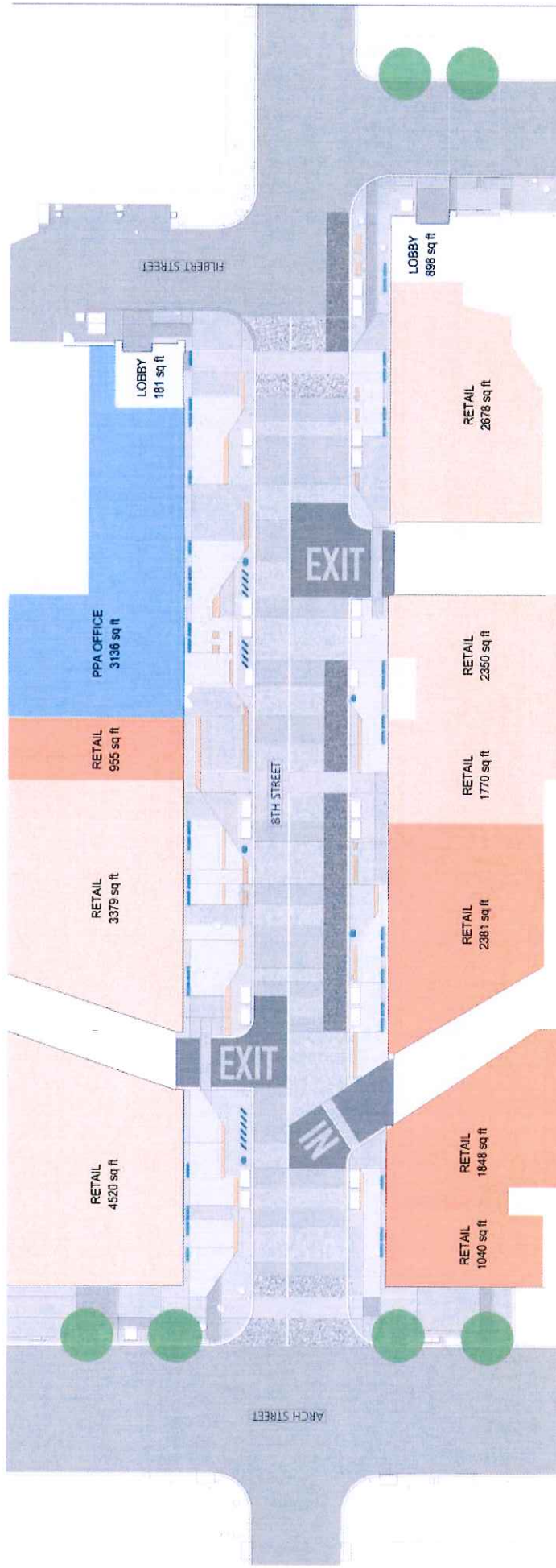




O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

8TH & FILBERT STREET GARAGE  
PHILADELPHIA, PA  
30 MAY 2013





## 8th STREET PAVING PLAN



O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

# 8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013





8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

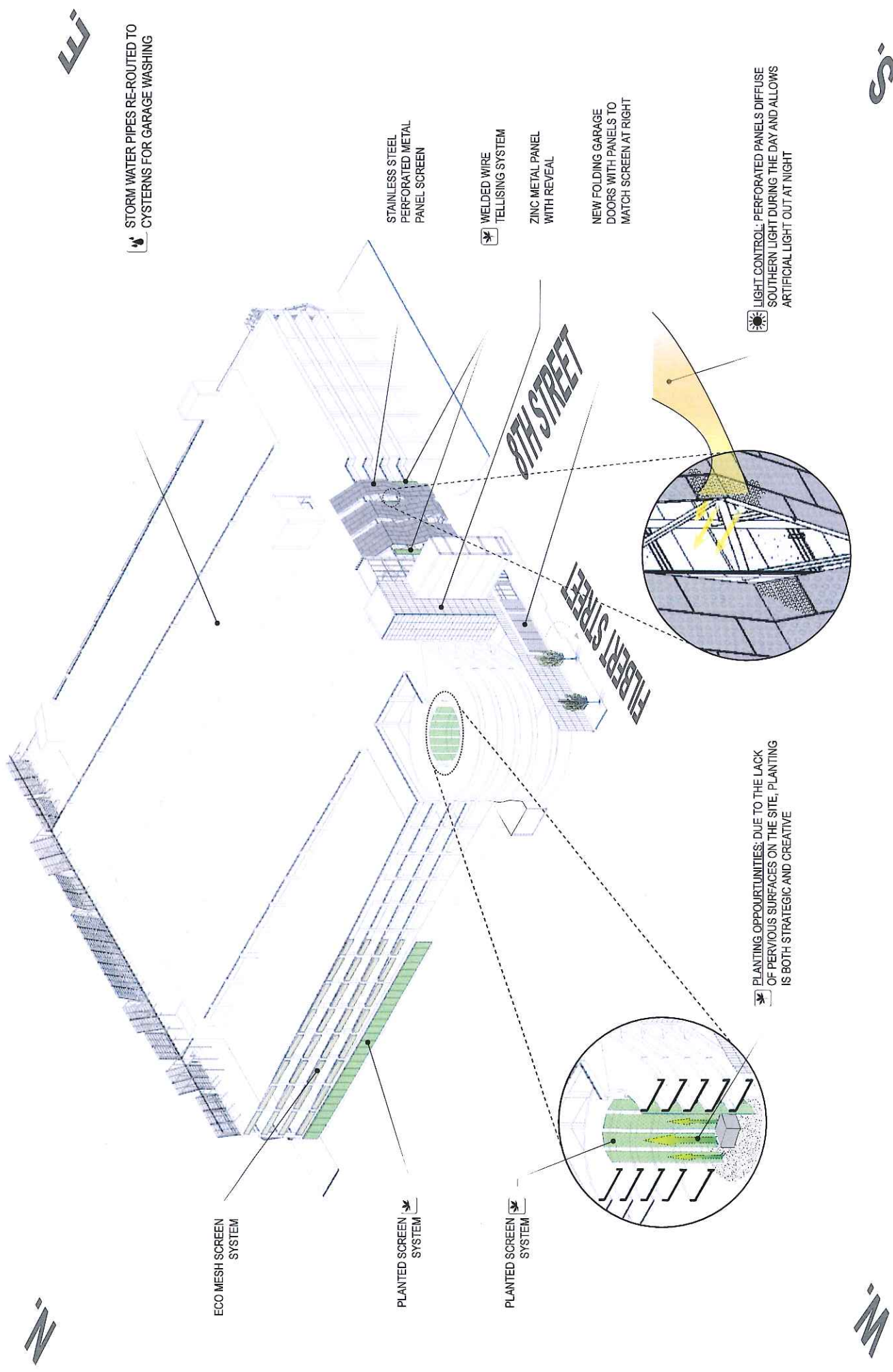
O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.



8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA

30 MAY 2013



STORM WATER PIPES RE-ROUTED TO CYSTERNS FOR GARAGE WASHING

STAINLESS STEEL PERFORATED METAL PANEL SCREEN

WELDED WIRE TELLISING SYSTEM

ZINC METAL PANEL WITH REVEAL

NEW FOLDING GARAGE DOORS WITH PANELS TO MATCH SCREEN AT RIGHT

LIGHT CONTROL: PERFORATED PANELS DIFFUSE SOUTHERN LIGHT DURING THE DAY AND ALLOWS ARTIFICIAL LIGHT OUT AT NIGHT

PLANTING OPPORTUNITIES: DUE TO THE LACK OF PERVIOUS SURFACES ON THE SITE, PLANTING IS BOTH STRATEGIC AND CREATIVE

ECO MESH SCREEN SYSTEM

PLANTED SCREEN SYSTEM

PLANTED SCREEN SYSTEM

8TH STREET

FILBERT STREET



GRANITE FACADE RECYCLED;  
BECOMES STOREFRONT BASE

1/2" LAMINATED GLASS SCREEN

NEW FOLDING GARAGE DOORS WITH  
PANELS TO MATCH SCREEN ABOVE

WATER COLLECTION SCUPPER

EXISTING GARAGE STRUCTURE  
HIGHLIGHTED

LARGER BAND OVER 8TH STREET  
SIGNIFIES GATEWAY

ARCH STREET

GATEWAY

BANDS THAT MOVE BELOW MEZZANINE  
SIGNIFY GARAGE ACCESS POINTS  
RAINWATER CYSTERN LOCATION  
AT EACH FLOOR

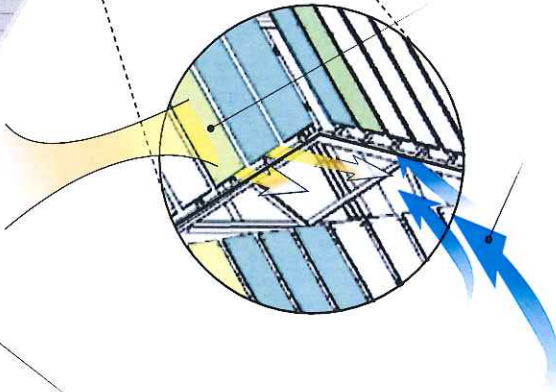
NATURAL GLOW: GLASS BLADES DIFFUSE NORTHERN  
LIGHT DURING THE DAY AND PROJECT GARAGE  
ARTIFICIAL LIGHT OUT AT NIGHT

VENTILATION BY DESIGN: FOLDS WITHIN THE ARCH STREET  
FACADE MAXIMIZES OPEN AREA OF GARAGE AND CATCHES  
NORTHWEST WIND AND PUSHES IT INTO THE GARAGE

STAINLESS STEEL  
PERFORATED METAL  
PANEL SCREEN

HORIZONTAL BLADE  
SCREEN

ECO MESH SCREEN  
SYSTEM



# 8TH & FILBERT STREET GARAGE

PHILADELPHIA, PA  
30 MAY 2013

O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.

## 8TH & FILBERT STREET GARAGE

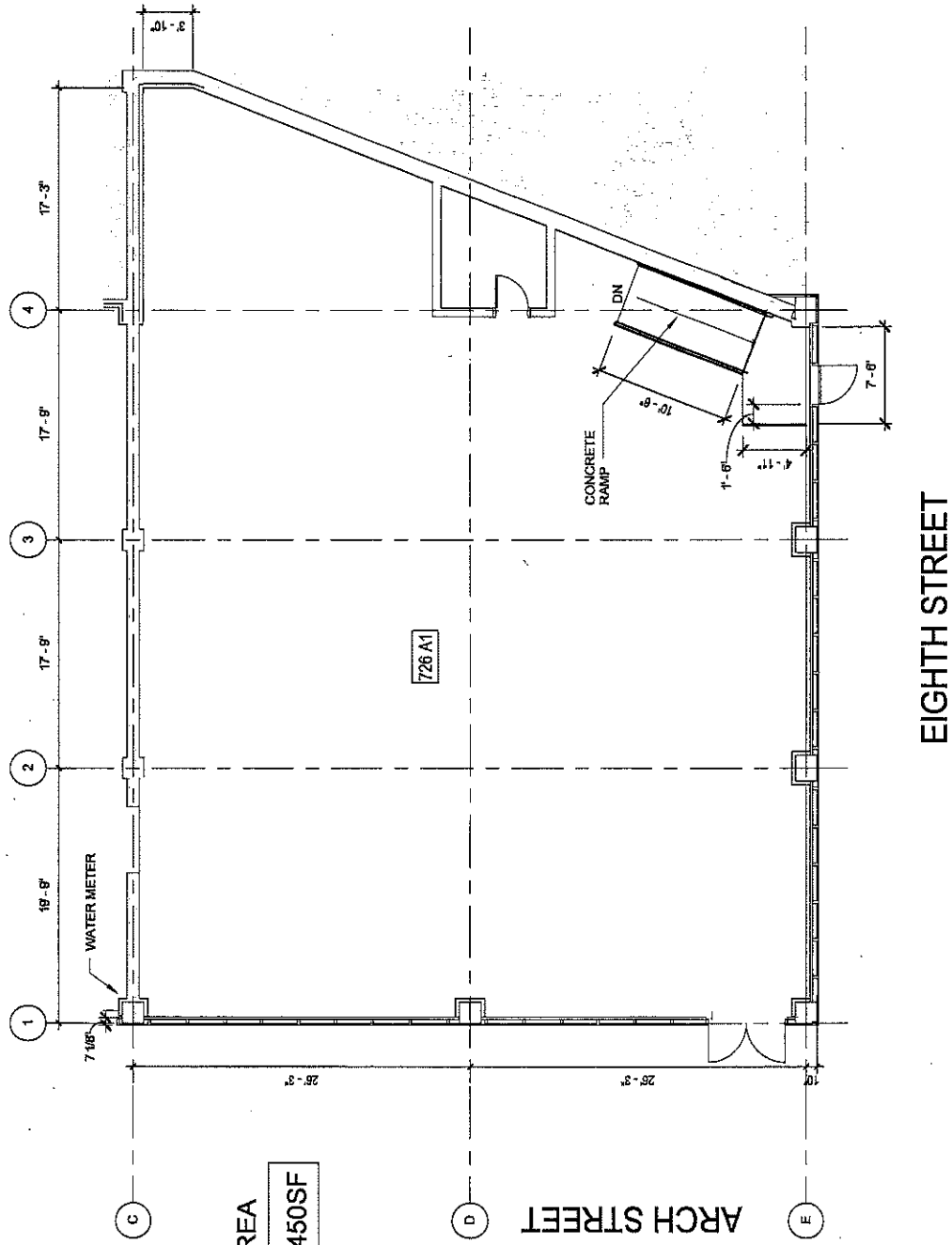
PHILADELPHIA, PA

30 MAY 2013

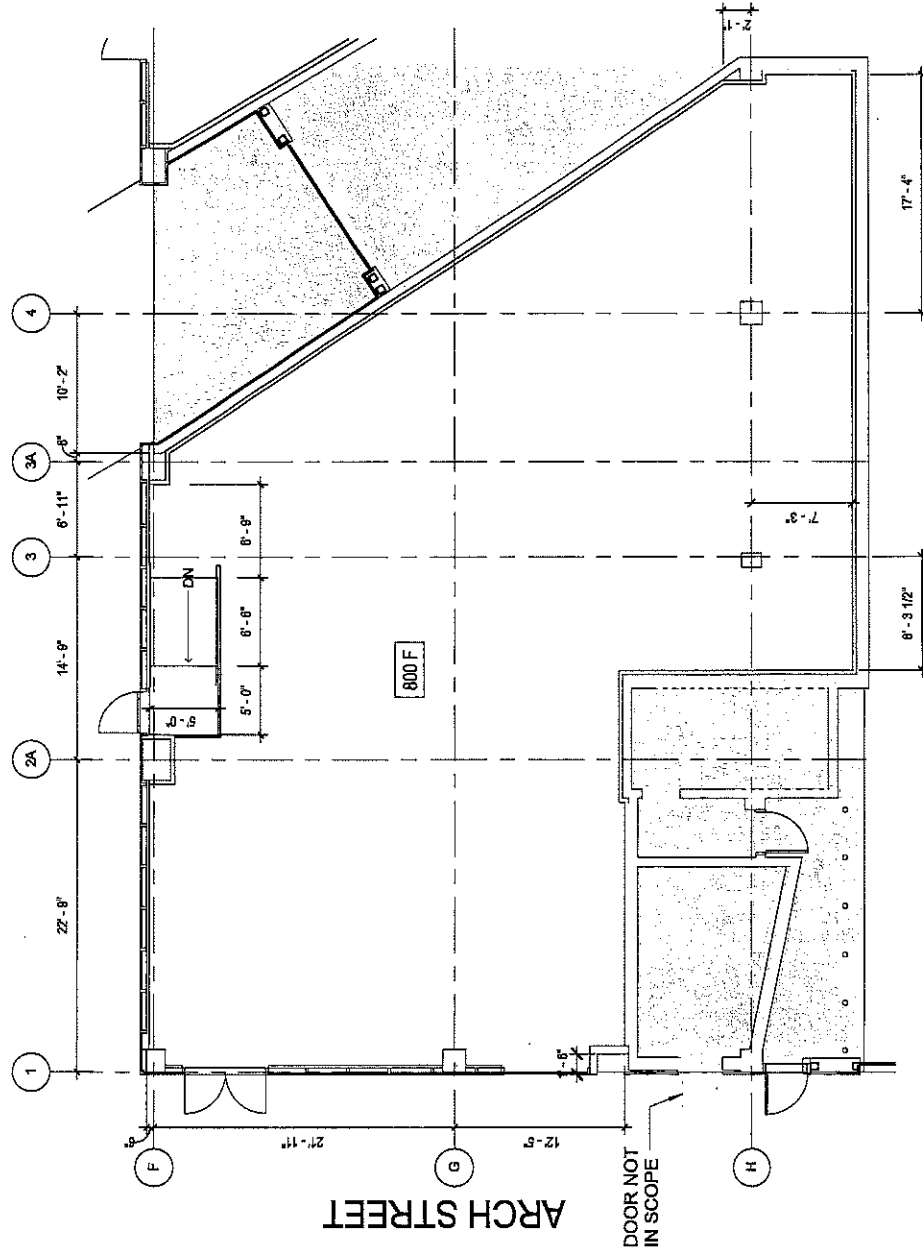
O'DONNELL & NACCARATO, INC.  
WALLACE ROBERTS & TODD, LLC.



# ***Exhibit B***

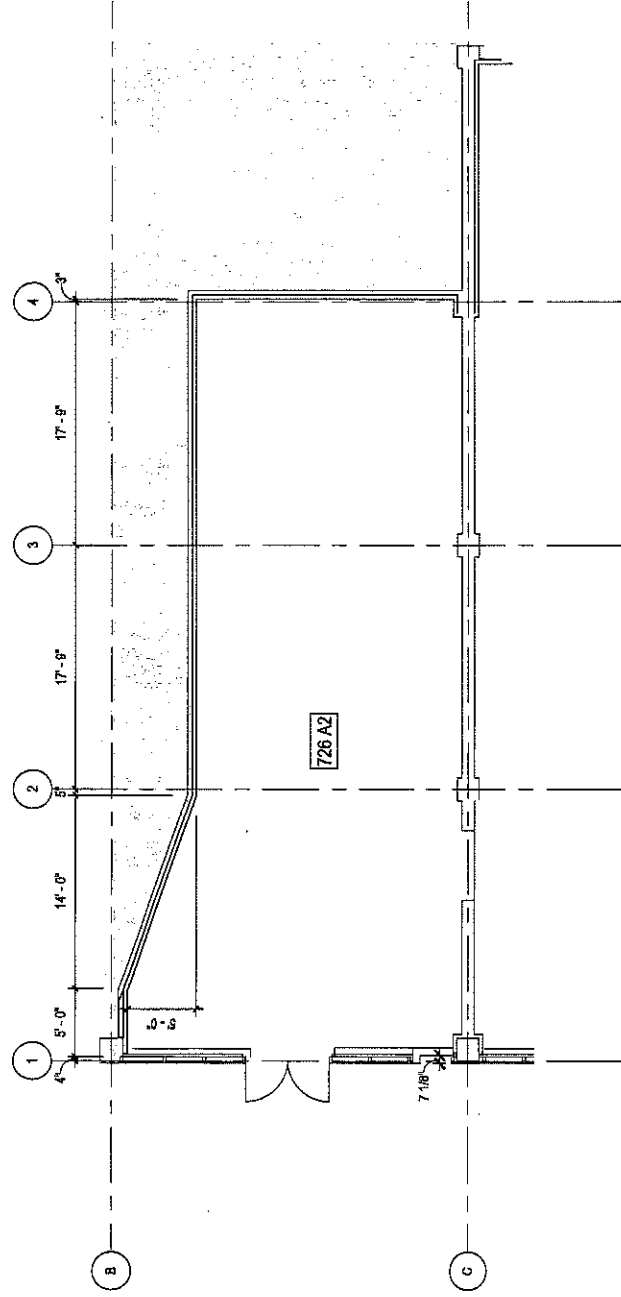


EIGHTH STREET

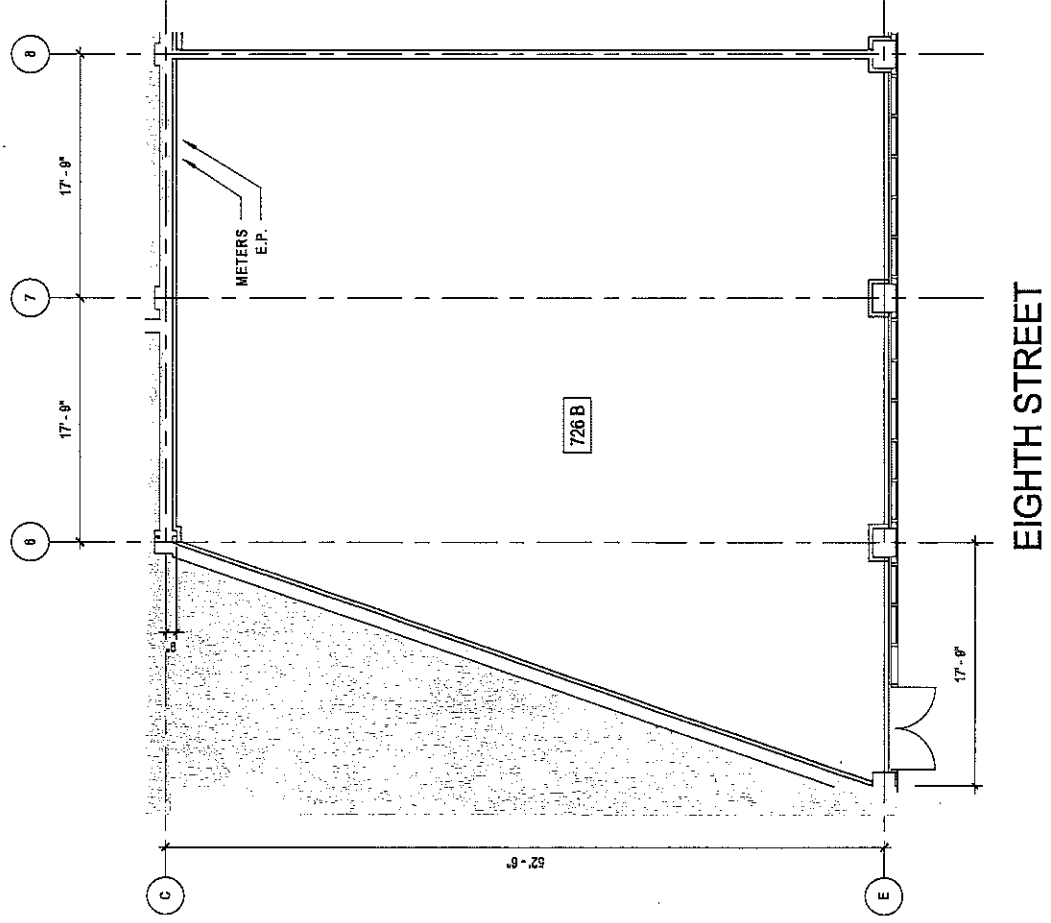


TENANT	AREA
VACANT	800-F 2,758SF

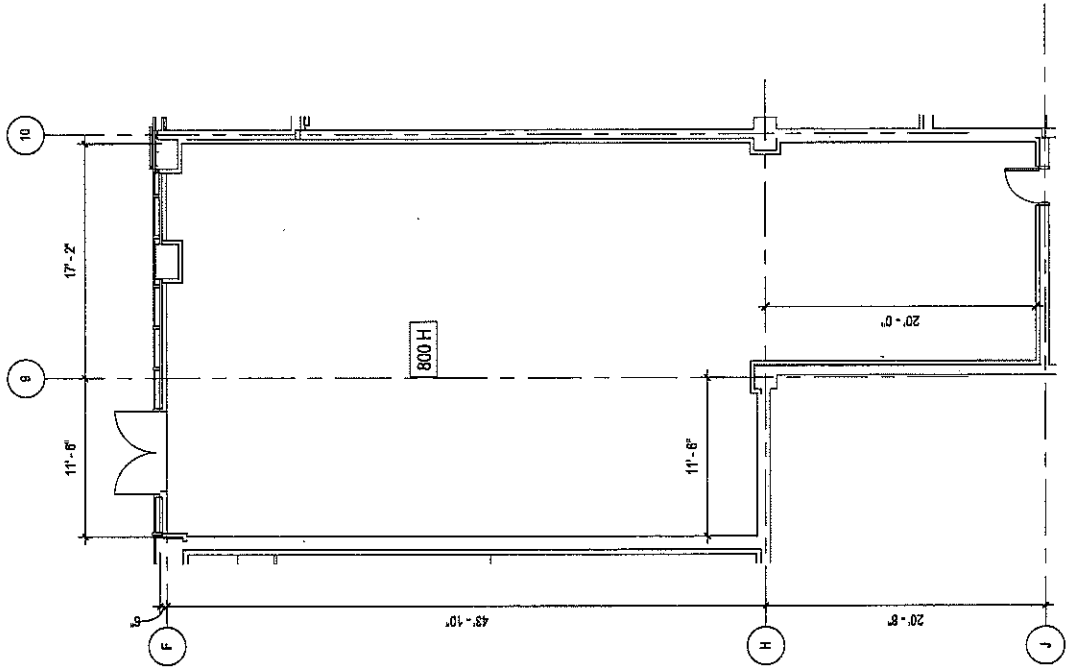
TENANT	AREA	
VACANT	726-A2	1,210SF



TENANT	AREA
VACANT	726 <del>819</del> -B 2,406SF

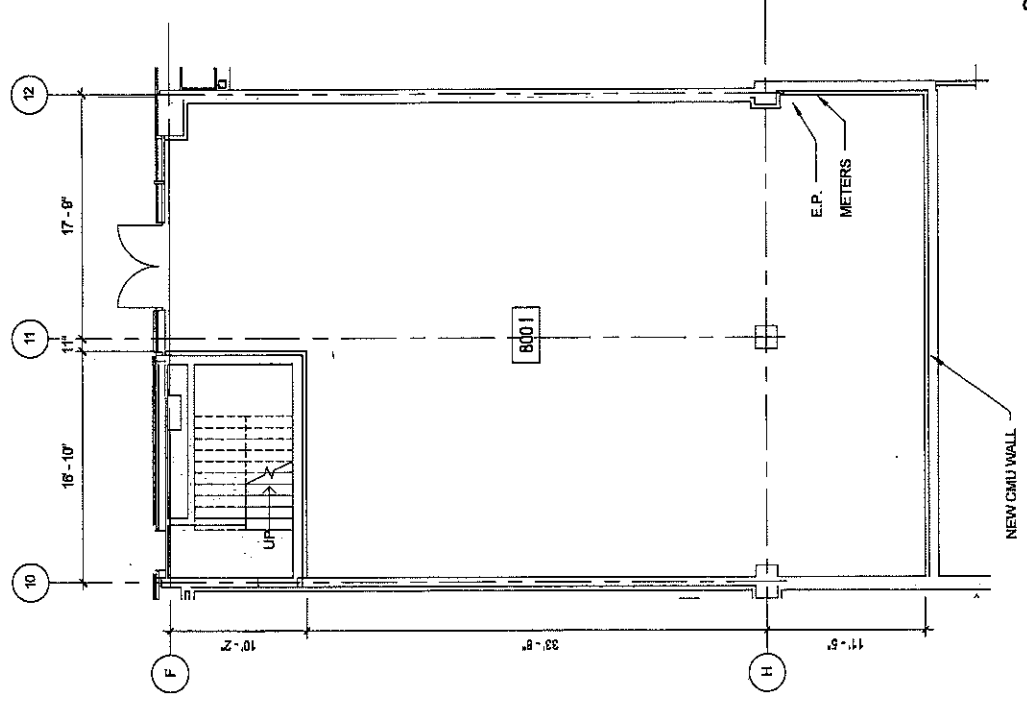


EIGHTH STREET



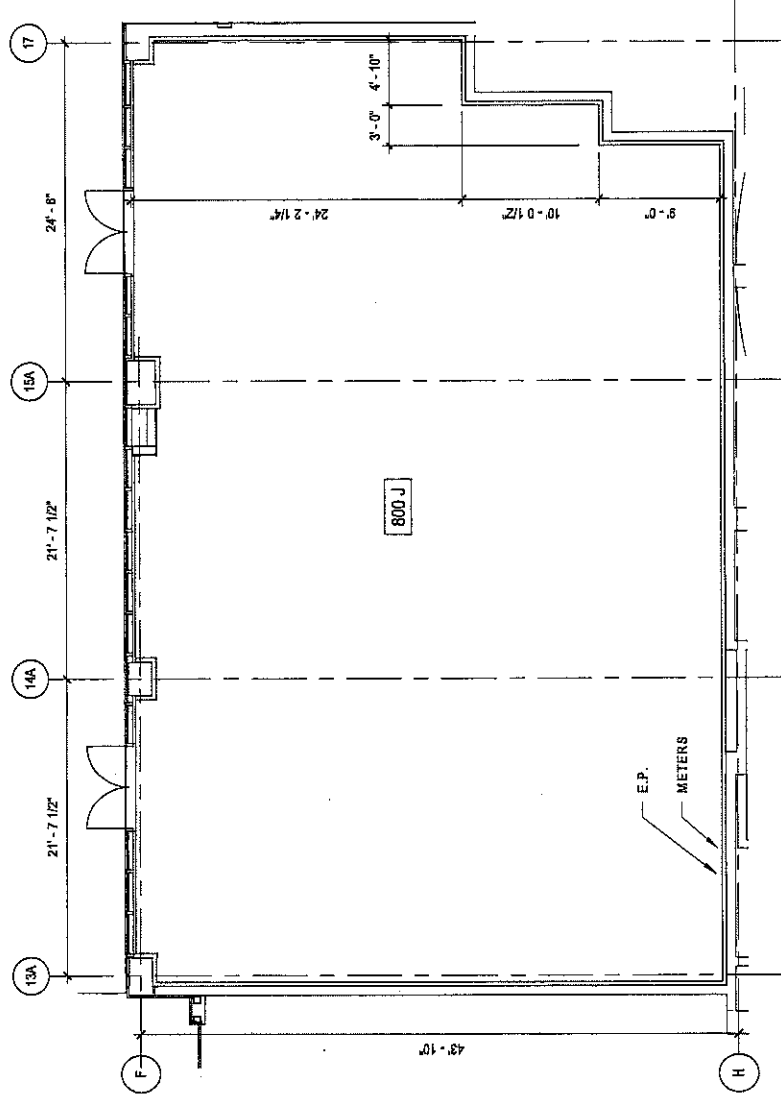
TENANT	AREA
VACANT	800-H 1,692SF

EIGHTH STREET



TENANT	AREA
VACANT	800-I 1,851SF

# EIGHTH STREET



TENANT	AREA
VACANT	800-J 2,971SF

# **Exhibit C**

**AGREEMENT FOR PROFESSIONAL BROKERAGE  
SERVICES BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

**PPA Contract No. K-16-**\_\_\_\_\_

**THIS AGREEMENT** effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "Authority") and \_\_\_\_\_, a duly registered Pennsylvania corporation, with its principal place of business at \_\_\_\_\_, Pennsylvania \_\_\_\_\_ ("Broker").

**WITNESSETH:**

**WHEREAS**, the Authority is a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

**WHEREAS**, the Authority, in the public interest, desires to obtain high quality commercial Real Estate Brokerage services for the purpose of leasing certain retail space operated by the Authority on the ground floor of both sides of 8<sup>th</sup> Street between Arch and Filberts Streets in Philadelphia (the "Premises"), subject to the terms and conditions set forth herein;

**WHEREAS**, the Authority initiated a request for proposal process (RFP No. 16-12, hereinafter "RFP") for commercial Real Estate Brokerage services in order to foster competition and obtain the best value. Upon review of the responses to the RFP the Authority's Board voted at a public meeting to award this contract to Broker.

**WHEREAS**, Broker hereby agrees to furnish the Authority with professional commercial Real Estate Brokerage services as hereinafter described.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

**1. SCOPE OF SERVICES.**

The Authority hereby engages and Broker hereby agrees to perform the following Commercial Real Estate Broker services ("Services"):

A. To act as real estate broker and/or commercial leasing agent and provide that representation to the Authority in connection with real estate matters assigned to Broker by the Authority in advance and in writing, but for the purposes of this Agreement, to focus on the retention of commercial tenants at the Premises;

B. To perform high quality Services in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Lisa Brown, Deputy Manager of Off-Street Operations, who may be reached at 215-683-9415 or by e-mail at LBrown@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

D. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Broker may bring to the Authority's attention during the term of this Agreement.

E. Comply fully with all requirements and terms of the RFP, a true and correct copy of which is attached hereto and incorporated herein throughout as Exhibit "A" and Broker's Proposal responding to the RFP submitted to the Authority on \_\_\_\_\_, 2016, a true and correct copy of which is attached hereto and incorporated throughout as Exhibit "B".

F. To provide all services to the Authority as directed by its Executive Director or his designee.

**2. TERM.**

This Agreement shall be for a term of five (5) years commencing with the Effective Date, wherein thereafter it is automatically terminated, unless terminated sooner pursuant to this Agreement,

**3. CONSIDERATION AND PAYMENT.**

Broker agrees to accept and the Authority agrees to a pay Commission Rate of \_\_\_\_\_% in connection with Broker's performance of the Services as described pursuant to this Agreement.

Broker may be reimbursed for certain agreed upon marketing expenses at the sole decision of the Authority.

**The contents of this Section shall be further determined and detailed upon review of the conforming Proposals submitted to the Authority.**

**4. NO SOLICITATION/CONFLICTS OF INTEREST.**

A. Broker does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Broker, including the Public Official and Employees Ethics Act, 65 Pa.C.S. §1101 et seq.

B. To the best of Broker's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Broker. If such transaction comes to the knowledge of the Broker at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Broker hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

## **5. CHANGE ORDERS.**

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent, or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. If any change directed in writing by the Authority's Project Manager causes an increase in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Broker shall notify the Authority's Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or schedule (or change to any other terms or conditions). The Authority's Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Broker. Broker shall not unreasonably delay or withhold its consent to any Change Orders.

C. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee, and attached to the Change Order when submitted to Broker. The Authority reserves the right to submit any Change Order to its Board for advance approval regardless of cost.

## **6. INABILITY OF BROKER TO PERFORM.**

The inability of Broker to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

## **7. TERMINATION FOR CONVENIENCE OF AUTHORITY.**

The Authority and Broker agree that this Agreement may be terminated by the Authority with or without cause upon thirty days notice in writing by the Authority to Broker. If the Agreement is terminated by the Authority, as provided herein, Broker will be entitled to any compensation for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Broker shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to the Broker hereunder are the Broker's sole remedy and right with respect to termination under this paragraph.

## **8. GENERAL TERMS AND CONDITIONS.**

### **A. Confidential Matters.**

Broker agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

### **B. Force Majeure.**

Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

### **C. No Third-Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement.

### **D. Maintenance of Records.**

Broker understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Broker must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Broker shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Broker shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

### **E. Assignment.**

This Agreement may not be transferred or assigned by Broker without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

### **F. Non-Discrimination.**

Broker agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

### **G. Notices.**

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

**The Authority:**

The Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Attn: Dennis G Weldon, Jr.  
General Counsel

**Broker:**

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

**H. Press Releases and Marketing**

It is agreed and understood that all press releases and marketing in connection with Broker's Services pursuant to this Agreement shall be approved by the Authority, in advance and in writing.

**I. Captions.**

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

**J. General Indemnity.**

Broker, for itself, its successors, assigns, agents, and sub-Brokers hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Broker's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, sub-Brokers, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Broker. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Broker's employees. It is further expressly agreed that Broker assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

**K. Entire Agreement.**

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall

be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

#### **L. Exhibits.**

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

#### **M. Interpretation.**

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

#### **N. Order of Precedence.**

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "A"), (3) Broker's Proposal (Exhibit "B") and (4) all other exhibits. It is Broker's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Broker prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Broker's own risk and expense.

#### **O. Risk of Loss.**

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

#### **P. Specific Proposals.**

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Broker may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Broker suspend or modify any of its Services related to this Agreement at any time.

#### **Q. Independent Contractor.**

Broker agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

#### **R. Applicable Law and Venue.**

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive

jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

**S. Taxes.**

A. Broker hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Broker also certifies that its Philadelphia Business Privilege Tax ID. No. is: \_\_\_\_\_. Broker further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

B. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Broker agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Broker is liable. In the event Broker's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Broker, and Broker shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Brokers performance under this Agreement.

**T. Insurance.**

Broker agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

**U. Waiver.**

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

**V. Separation Clause.**

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. § 6, the parties have set their hands and seals on the date first above written.

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Vincent J. Fenerty, Jr.  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Office of General Counsel

{Broker Name}

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_