

REQUEST FOR PROPOSALS FOR
Commercial Real Estate Broker Services

RFP No. 18-21

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Friday, November 30, 2018 no later than 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	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 vendor name and must be boldly and clearly handwritten (<i>not</i> typewritten) "RFP No. 18-21 Commercial Real Estate Broker Services". All proposals must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.
Mandatory Pre-Proposal Meeting	A mandatory Pre-Proposal Meeting will not be held for this solicitation. Email the vendor registration form to Mary Wheeler at mwheeler@philapark.org to ensure that all addenda are received.

I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority is soliciting written proposals from qualified, licensed commercial leasing agents or brokers ("Offeror") to provide commercial real estate broker services for leasing rental space owned by the Authority and to assist the Authority in selling or acquiring commercial real estate or land.

The successful Offeror will demonstrate a history of success in leasing commercial property in Philadelphia, will demonstrate an ability to be responsive and readily available, will have sufficient time and staff to devote to leasing of properties owned by the Authority and will demonstrate a commitment to the interests of the Authority. The successful Offeror will also demonstrate familiarity with commercial properties in Philadelphia County that are suitable to the needs and uses of the Authority. Offerors should demonstrate in their response a history of success including recent circumstances where they were able to either secure a tenant or a location for clients seeking commercial properties or land in Philadelphia. Knowledge of the Authority's operations and needs is also a key component of this RFP.

There is currently 13,270 square feet of retail space located on 8th and Arch Streets available for lease. However, a portion of the space is currently under lease. At the time of execution of an agreement with the successful Offeror, 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 Offeror 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 Appendix D. 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 negotiations with the prospective tenant.

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Background.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Wednesday, November 14, 2018 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 18-21 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 Offerors. 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 Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should she or he be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all prospective Offerors. Addenda will also be posted to the Authority's website, www.philapark.org.

I-5. Restrictions 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 by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Friday, November 30, 2018 no later than 1:00 PM. Each Offeror 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 Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

- <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,
- <http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporations, 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 "On Behalf of the General Partner." In cases of an individual use the term "dba" (Company Name) or as sole owner.

I-9. Instructions for Affidavit of Non-Collusion.

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. The Offeror shall submit with their proposal a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP if the Offeror is awarded a contract.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

An Evaluation Committee comprised of Authority employees will review all proposals. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The highest ranking proposal, taking into consideration all Criteria for Selection, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee will select the next highest ranking proposal then determined to be the most advantageous to the Authority, taking into consideration all Criteria for Selection, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

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 any 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 sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror 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 the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. 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.

I-16. Subcontracting.

The selected Offeror shall not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor shall the Offeror subcontract any services without prior written approval of the Authority.

I-17. Notification of Offeror 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 an Offeror or multiple Offerors and notify all other Offerors 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 Offeror in the Transmittal Letter. The selected Offeror(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 Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

I-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, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

I-20. Statement of No Proposal.

All Prospective Offerors 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. Specific comments and observations are encouraged.

I-21. Shipping and Delivery.

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

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" 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 Offerors upon request. Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E – Response to Work Statement Questions
- Tab F - Broker's License/Real Estate License
- Tab G - Insurance Requirements
- Tab H - Proposed Amendments to Sample Contract

II-2. Transmittal Letter (Tab A).

Offerors shall submit a cover letter, signed by an authorized principal or agent, which provides an overview of the respondent's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm.

II-3. Experience (Tab B).

Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate transactions. Describe a history of success including recent circumstances where you were able to either secure a tenant or a location for clients seeking to lease, acquire commercial properties in Philadelphia or sell commercial properties in Philadelphia. Provide detailed resumes of agents proposed to work directly with the Authority and indicate the level of responsibility of each person and any experience respective to the subject matter of the Authority.

II-4. References (Tab C).

Describe your Company's experience in assisting similar entities, including any and all services for government agencies. List at least three (3) references where and when your firm provided similar services. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Proposal Form (Tab D).

The proposal form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form).

II-6. Response to Work Statement Questions - (Tab E).

Provide a detailed response to the seven questions provided in the Work Statement.

II-7. Broker's License/Real Estate License (Tab F).

Provide a copy of your current Broker's License and copies of the Real Estate License of any agent who will be working under a contract with the Authority.

II-8. Insurance Requirements (Tab G).

Submit a sample certificate of insurance from a recent project that meets the requirements or a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

II-9. Proposed Changes to Sample Contract (Tab H).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror;

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Authority will select the most highly qualified Offeror or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, the Authority may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentation to the Evaluation Committee.

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the evaluation criteria as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 10%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract along with the background and experience of the staff that will be assigned to represent the Authority. **Weight: 30%**
- c. Technical approach to the work described in the Work Statement. **Weight: 20%**
- d. Proposed fees, costs, and changes to the proposed contract. The Authority is not bound to select the firm who proposes the lowest fees. The Authority reserves the right to negotiate fees with the selected firm. **Weight: 35%**
- e. Small and Small Diverse Business participation. **Weight: 5%**

PART IV

WORK STATEMENT

IV-1 General.

The Philadelphia Parking Authority (the “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, which shall include, but is not limited to, the leasing of retail space on the ground floor of both sides of 8th Street between Arch and Filbert Streets (referred to as the PPA Retail Space); as well as, purchasing and selling commercial properties or land throughout the city of Philadelphia.

Offerors 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.

Prospective Offerors must submit a detailed response to the following questions (**Tab E**). You may provide additional information that distinguishes you from other prospective Offerors.

1. Describe your Company including size of the Company, location, number and nature of the professional staff to be assigned to the Authority.
2. Describe your proposed marketing program for the PPA Retail Space in detail, including the production and distribution of materials by use of printed, social media, and multi-media.
3. Describe what marketing costs you would bear for the PPA Retail Space and what costs would be borne by the Authority.
4. 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.
5. List all 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.
6. Describe your role in lease, sale and purchase negotiations.
7. Additional services offered through your firm, specifically if any that may be relevant to the sale, lease or purchase of property.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab H)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The successful Offeror will be expected to commence the provision of services upon approval from the Authority's Board and the execution of a contract. The Authority may terminate the contract at any time in its sole discretion as detailed in the sample contract.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The term of the contract will commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 12 (twelve) month terms.