

**12TH AND MARKET HEADHOUSE
CONDOMINIUM OWNERS ASSOCIATION,
AS AGENT FOR HEADHOUSE RETAIL
ASSOCIATES, L.P.**

REQUEST FOR PROPOSALS

MANAGEMENT SERVICES

MAY 11, 2020

**Contract Opportunity for
Management Services
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1. Introduction

12th and Market HeadHouse Condominium Owners Association ("Association"), as agent for HeadHouse Retail Associates, L.P. ("HHRA") invites competitive proposals/responses (each, a "Response", and together, "Responses") from qualified, licensed and experienced commercial property management, commercial building maintenance and/or commercial janitorial services firms (each, an "Applicant", and together, the "Applicants") to provide maintenance and operation services (the "Services") for Unit 3 ("Unit 3") in the 12th and Market HeadHouse Condominium (the "HeadHouse"), which is located at 1113-31 Market Street, 1113-A-31 Market Street and 1112-40 Filbert Street. Unit 3 is approximately thirty-nine thousand square feet (39,000 sq. ft.) of what would typically be construed as the common area on the concourse, ground and second floors of the HeadHouse, as more particularly depicted in the floor plans attached as Attachment "A". There is an elevator and four (4) escalators (together, "Vertical Transportation") located in Unit 3.

All work contracted pursuant to this Request for Proposals ("RFP") will be directed by the Executive Board of the Association.

2. Scope of the Work

Manager will perform maintenance and operation services for Unit 3. Please see Attachment "B" for a detailed scope of the maintenance and operation services expected to be rendered in Unit 3.

The Services rendered will be consistent with the standards set forth in the Amended and Restated Declaration of Condominium of 12th and Market HeadHouse Condominium, which requires that the HeadHouse be operated and maintained at first-class levels for urban, mixed-use complexes substantially comparable to Union Station in Washington DC.

The security and housekeeping staff proposed for this RFP will cover the business hours of 7:00 am to 7:00 am (24 hours) and 7:00 am to 11:00 pm, respectively, seven (7) days a week, three hundred and sixty-five (365) days a year. The preventive maintenance ("PM") for the mechanical equipment, escalator and elevator will be performed on a regularly scheduled basis during normal working hours of Monday through Friday. Any repairs will be handled on an hourly basis as specified.

Daily maintenance (carpentry, painting, electrical, mechanical) will be performed by the staff of the Applicant.

Snow removal and pest control services shall be included in the Response. Please specify if you cannot provide any of the requested services, for any reason.

Standard Compensation Rates

For security services, Applicants should state staff hourly rates including overhead, if applicable.

For housekeeping services, Applicants should state staff hourly rates including overhead, if applicable. Additionally, Applicant should state mark-up, if any, on equipment and supplies used for housekeeping.

For Vertical Transportation repair services, Applicants should state staff hourly rates including overhead, if applicable. If staff hourly rates differ outside of normal working hours, said rate and when rates differ should be stated. Additionally, Applicants should state mark-up, if any, on equipment, materials, and supplies used for repair.

For Vertical Transportation PM services, Applicants should provide a fixed monthly fee, including all equipment, materials and supplies used for this PM.

For mechanical equipment PM services, Applicants should provide a fixed fee, including all equipment, materials, and supplies used for this PM.

For mechanical equipment repair services, Applicants should state staff hourly rates including overhead, if applicable. If staff hourly rates differ outside of standard business hours, said rate and when rates differ

should be stated. Additionally, Applicants should state mark-up, if any, on equipment, materials, and supplies used for repair.

For maintenance/engineering services, Applicants should state staff hourly rates including overhead, if applicable. If staff hourly rates differ outside of standard business hours, said rate and when rates differ should be stated. Additionally, Applicants should state mark-up, if any, on equipment, materials, and supplies used for repair.

For pest control services, Applicants should provide a fixed monthly fee, including all equipment, materials, and supplies.

For snow removal services, Applicants should provide a fixed fee schedule based upon snow/ice event amount.

All prices shall be provided à la carte as the Association may choose to separate the Services and award contracts to a few Respondents.

Any fees or expenses not identified above should be described and included in the Response.

Responses will be reviewed to determine the most responsive Response in accordance with the evaluation/selection criteria listed below. Additional services may be requested from the successful Applicant(s) when and as needed during the term of the contract.

3. Schedule

The timeline for this RFP is as follows:

Event	Date
Notice of Contract Opportunity Posted	May 11, 2020
Questions, Requests for Additional Information and Notice of Intent to Respond Due	May 25, 2020
Responses Due	June 11, 2020
Applicant(s) Selected	June 25, 2020
Contract(s) Executed	July 16, 2020

These dates are estimates only and the Association reserve the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

4. Proposal Requirements

Proposals must include:

- Financial information demonstrating proof of financial condition and financial capability to provide the services described in this RFP. Documentation should include financial statements for the two (2) most recent years or other such documents that will allow HHRA to assess the financial viability of the Applicant;
- Minimum of three (3) written references from prior customers of the Applicant;
- The names of key individuals and subcontractors performing the work, a brief description of each key individual's and subcontractor's role, a resume for each key individual, and a summary of the qualifications/experience of each of the subcontractors servicing properties similar to the HeadHouse;
- A statement that the Applicant and subcontractors are able to comply with the insurance requirements attached as Attachment "C";
- Clear, itemized pricing allowing for à la carte selection of services and/or staff; and
- Transition plan for extracting information, access, status and other pertinent information from current Unit 3 service provider.

5. Evaluation/Selection

The Association intends to award a contract or contracts to Applicant(s) who can demonstrate the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner. The successful Applicant(s) will be willing to work pursuant to the Association's cost principles and contract terms and conditions which include – without limitation – indemnification requirements and insurance coverage in accordance with the requirements indicated in Attachment "C". The successful Applicant(s) will execute a contract with the Association, as agent for HHRA. The Association reserves the right not to award a contract as a result of this RFP, or to award a contract for part of this scope.

The Association will be guided by the following criteria in making a selection for award, and will use its professional judgment in determining which Applicant(s) best serve the interests of the Association and HHRA:

- Superior ability or capacity to meet particular requirements of this contract opportunity and needs of the Association and HHRA.
- Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
- Compliance with Association standards for contracting, such as indemnification.
- Competence and proven track record working with private sector and governments.
- Administrative and operational efficiency, requiring less oversight and administration by the Association.
- Demonstrated ability to meet timelines and milestones.
- Special consideration will be given to Applicants who demonstrate experience and knowledge of working on commercial and/or retail properties with easements for public transportation via regional rail or subway access.
- Any other factors the Association consider relevant to the evaluation of the Responses from Applicants.

6. Other Information

Insurance Requirements: Applicants must submit a certificate of insurance evidencing the required coverages as outlined in Attachment "C" with the Response.

Reservation of Rights:

By submitting a Response in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the Association may exercise in its sole discretion the following rights; and (iii) the Association may exercise the following rights at any time and without notice to any Applicant:

1. to reject any and all Responses;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new Responses;
6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all Responses;

8. to negotiate any aspect of a Response, including price;
9. to terminate negotiations regarding any and all Responses at any time;
10. to expressly waive any defect or technicality in any Response;
11. to rescind a selection prior to contract execution if the Association determines that the Response does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if the Association determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a Response was not in conformity with law or with the legal obligations of the Association and/or HHRA;
13. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the Association or HHRA;
15. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the Association; and
16. each Applicant agrees to indemnify, defend and hold harmless the Association and HHRA from any and all losses, injuries, expenses, demands and claims against the Association and/or HHRA sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (ii) the delivery by the Applicant to the Association of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's Response. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

7. Application Process

Applicants must submit Responses to the Association no later than **June 11, 2020 at 4:00 p.m.** absolutely no Response will be accepted after that time.

In lieu of a Pre-proposal Meeting, Applicants shall take a virtual tour of the HeadHouse by going to [link](#). ***All Applicants must take the virtual tour and email notice of intent to respond by May 25, 2020.***

An Applicant, whether an individual, partnership, LLC, non-profit, for profit or other business entity, may submit only one Response to this RFP. Individuals that are related to each other or business entities that are legally related to each other or to a common entity may not submit separate Responses. The Association, in its sole and absolute discretion, retains the right to reject any Response where: 1) Applicants or principals of Applicants are substantially similar or substantially related parties; or 2) the Association has determined that the Applicant has violated these conditions or the spirit of these conditions.

Applicants must email Responses to:

Karanja Slaughter
Executive Board Member
12th and Market HeadHouse Condominium Owners Association
Phone: 215-448-3070
karanja.slaughter@phdc.phila.gov

Contact for Additional Information

All questions and requests for additional information should be directed in writing to Karanja Slaughter at karanja.slaughter@phdc.phila.gov. Questions will only be accepted until **May 25, 2020**. Responses to all questions will be sent to parties who email Intent to Respond.

The Association and HHRA are under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the Association and HHRA to Applicant or to award a contract pursuant to this RFP. In no event shall the Association and HHRA be responsible for any cost, expense or fee incurred by or on behalf of Applicant in connection with the RFP. Applicant shall be solely responsible for all such costs, expenses and fees.