



PHILADELPHIA REDEVELOPMENT AUTHORITY
AS AGENT FOR
THE CITY OF PHILADELPHIA

REQUEST FOR PROPOSALS

TITLE COMPANY SERVICES

FEBRUARY 9, 2018

**Contract Opportunity for
Title Company Services**

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1. Introduction

The Philadelphia Redevelopment Authority (the "PRA"), acting as agent for the City of Philadelphia ("City"), invites competitive proposals from qualified, licensed and experienced title companies or title agencies (individually "Applicant," collectively "Applicants") to complete pre-condemnation title searches, conduct closings and to insure post-condemnation payments of just compensation. PRA will request these services from the selected company or agency on an as-needed basis.

The PRA and the City have entered into a contract whereby the PRA may be asked to file condemnation actions on behalf of the City, using the City's powers of eminent domain. During the 12 months following the selection of successful Applicants under this RFP, the PRA will be conducting its due diligence. The PRA will be gathering information required to evaluate, and then if authorized to file, declarations of taking to condemn approximately 45 to 60 parcels of land generally in the area bounded by W. Susquehanna Avenue, N. Lambert, W. Norris, N. 22nd, Diamond and N. 21st Streets.

All work contracted pursuant to this Request for Proposals ("RFP") will be directed by the PRA on behalf of the City.

2. Scope of Services

In connection with the condemnation of property, the PRA will require the following information for each parcel:

A. Prior to Condemnation

1. A copy of the last deed of record
2. Title information for individual properties that identifies:
 - The record owner(s)
 - Mortgages and assignments of mortgages
 - Judgments and liens against the property and its record owner(s)
 - Easements of record
 - Leasehold interests and assignments of leases
 - Municipal claims and related outstanding utility obligations
 - Real estate tax balances
 - Financing statements
 - Bankruptcy information
 - Pending lawsuits, for example, lis pendens filings, actions to quiet title, District Attorney Forfeiture Petitions and domestic relations search
 - Legal Description
 - Others matter of record that may affect title

To the extent available the successful Applicant should provide current addresses for the owner(s) of record, mortgagees, lien holders and other parties with an interest or claim against the property.

When responding to this RFP, Applicants should provide a sample title search that satisfies these requirements. Also, you should state the limit of your monetary liability for an error in the information supplied.

B. Subsequent to Condemnation

Following condemnation, the PRA may pay estimated just compensation or final just compensation to a condemnee. The PRA will require insurance on this distribution to assure compliance with Sections 521 and 522 of the Eminent Domain Code.

Upon notification that the PRA will pay just compensation, the successful Applicant must provide an update to its title work, current as of the date of condemnation.

The PRA will pay standard insurance premiums on the amount disbursed. All Applicants should state whether this premium will be at the basic or the reissue rate. In addition, Applicants should provide a schedule of additional service charges, such as, notary fees, courier services, overnight delivery charges, domestic relations searches and other settlement charges.

Please note that disbursements of just compensation will require the successful Applicant's settlement staff to conduct closing at the PRA's office and to obtain all pay-off information that may be required in a traditional residential closing.

At the time of closing, the PRA must receive a marked-up title report and, following closing, a policy insuring distribution.

Proposals will be reviewed to determine the most responsive proposal in accordance with the evaluation/selection criteria listed below.

Services will be requested from the successful Applicant 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	February 9, 2018
Questions and/or Requests for Additional Information Due	February 20, 2018
Proposals Due	February 27, 2018 (5:00 PM)
Respondent(s) Selected	March 6, 2018
Contract Executed	March 14, 2018

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

4. Proposal Requirements

Proposals must include:

- A sample title commitment;
- Proposed total cost per property that itemizes the costs for each deliverable, *i.e.*, last deed of record, title search, title closing (including related expenses) and all other expenses that may be incurred
- Expected times for completing title commitments from the date an order is placed. (The PRA will expect timely delivery of title services and will reserve the right to terminate a contract if the title company does not meet time commitments);
- A statement that the Applicant is able to comply with the PRA's insurance requirements attached as Attachment "A."
- The completed forms identified below in Section 6.

5. Evaluation/Selection

The PRA intends to award a contract to an Applicant who demonstrates 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 will be willing to work pursuant to the City's contract terms and conditions which include – without limitation – non-discrimination requirements, indemnification of the City and the PRA, insurance coverage in accordance with the requirements indicated in Attachment "A" and cost principles. The successful Applicant will execute a contract with the PRA, as agent for the City, substantially in the form indicated in Attachment "B." The PRA reserves the right not to award contracts as a result of this RFP, or to award contracts for part of this scope.

The PRA 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 PRA:

- Superior ability or capacity to meet particular requirements of this contract opportunity and needs of the PRA.
- Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
- Eligibility under Philadelphia Code provisions relating to campaign contributions.
- Compliance with PRA standards for contracting, such as indemnification and non-discrimination.
- Competence and proven track record working with private sector, governments and development organizations.
- Administrative and operational efficiency, requiring less PRA oversight and administration.
- Demonstrated ability to meet timelines and milestones.
- Any other factors the PRA considers relevant to the evaluation of the responses from Applicants.

6. Declarations and Other Information

MBE/WBE/DBE Firms: The PRA strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If Applicant is a Certified M/W/DBE, defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DSBE); please submit information to confirm Certification as part of bid proposal.

Tax Clearance and Conflict of Interest Form: Applicants, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual Applicant and the Applicant's firm and neither is currently indebted to the City, and that neither will, at any time during the term of the agreement, be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Applicants must complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment "C") and submit it with the proposal.

Campaign Contribution Disclosure Forms: Applicants must complete the applicable disclosure forms (Attachment "D") and submit with the proposal.

Insurance Requirements: Applicants must submit a certificate of insurance evidencing the required coverages as outlined in Attachment "A" with the proposal. Please note that although the PRA's insurance requirements may conflict with the insurance requirements set forth in the City's Professional Services Contract General Provisions for General Consultant Services, the PRA insurance requirements set forth in Attachment "A" shall govern this professional services contract.

Reservation of Rights

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

1. to reject any and all proposals;
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 proposals;
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 proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
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 PRA or the City;
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 PRA; and
16. each Applicant agrees to indemnify, protect and hold harmless the PRA and the City from any and all losses, injuries, expenses, demands and claims against the PRA or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PRA 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 proposal. 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 proposals to the PRA no later than **February 27, 2018 at 5:00 PM**; absolutely no proposals will be accepted after that time.

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 proposals. The PRA, in its sole and absolute discretion, retains the right to reject any proposal where: 1) Applicants or principals of Applicants are substantially similar or substantially related parties; or 2) the PRA has determined that the Applicant has violated these conditions or the spirit of these conditions.

Proposal submission will be accepted as follows:

1. Online Submission – via PRA’s website (<http://www.philadelphiaredevelopmentauthority.org/>);

Or

2. Hard Copy Submission - Applicants may hand deliver or send proposals via registered mail to:

Jessie Lawrence,
Project Manager
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Phone: 215-854-6500

Contact for Additional Information

All questions and requests for additional information should be directed in writing to Jessie Lawrence, at jessie.lawrence@pra.phila.gov. Questions will only be accepted until February 20, 2018. Questions and/or requests for additional information and the PRA’s responses to them will be posted on the PRA website.

The PRA is under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the PRA to Applicant or the project. In no event shall the PRA 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.

NOTICE: The Philadelphia Redevelopment Authority is subject to the Pennsylvania Right to Know Law. Any information provided in your response to this Request for Proposals may be subject to disclosure to the public.