



Germantown/Mount Airy Properties, Physical Conditions and Needs  
Assessment (“PCNA”)  
Request for Proposals (“RFP”)  
February 21, 2020

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## Application Process

PHDC is pleased to issue this Request for Proposals ("RFP") to a qualified consultant, such as an Engineering, Construction Management, or Architectural Firm (each, a "Respondent", and collectively, the "Respondents") to complete a Physical Conditions and Needs Assessment ("PCNA") for a portfolio of residential properties in the Germantown section of Philadelphia that are owned by the Philadelphia Redevelopment Authority ("PRA") (each, a "Property", and collectively, the "Properties").

### Submission Deadline

Respondents must submit a proposal ("Response") no later than March 30, 2020 at 3:00 PM; absolutely no Response will be accepted after this time.

### Related Parties

Respondents may only submit one (1) Response to this RFP. Individuals, businesses, or entities that are legally related to each other or to a common entity may not submit separate Responses. PHDC, in its sole and absolute discretion, retains the right to reject any Response where:

1. Respondents or principals of Respondents are substantially similar or substantially related parties; or
2. PHDC has determined that the Respondents has violated these conditions or the spirit of these conditions.

### Questions

Questions and requests for additional information should be directed in writing to RFP@phdc.phila.gov and will be accepted until 3:00 PM on 3/4/2020. Questions, responses, and additional information will be posted on the PHDC website within seven (7) business days after that date.

### Submission Process

Responses will only be accepted in either of the following two formats:

1. Online submission through the electronic portal on PHDC's website [Click here](#).
2. Hard copy submission that includes three original print copies in addition to one digital copy saved as a PDF or within a Microsoft Word document on a USB Flash Drive. Hard copy submissions must be hand delivered or sent through registered mail to:

Victoria Engelstad

Community Investment Group, PHDC 1234 Market Street, 16<sup>th</sup> Floor Philadelphia PA, 19107

### Disqualification

Responses will be disqualified if:

1. They are submitted after the specified deadline;
2. They are submitted by some means other than the two (2) formats listed above. Responses sent as an attachment to an email, through Dropbox, or any other electronic venue other than PHDC's online portal will not be accepted;
3. They are incomplete.

### Schedule

RFP posted	2/21/2020
Pre-bid meeting	2/27/2020 11:30am 1234 Market 16 <sup>th</sup> Floor Phila., PA
Questions and requests for additional information due	3/4/2020 by 3pm
Responses due	3/30/2020
Commitment letters issued	April 2020

PHDC reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

## Overview

After two (2) years of litigation to regain possession of the Properties, the PRA has now been adjudicated the rightful owner of the Properties, which have been a blight on the Germantown neighborhood for years. The Properties exist in various stages of disrepair and consist of forty-five (45) buildings containing approximately one hundred forty (140) units total. Eighteen (18) of those units are currently occupied by tenants and are managed by PAPMC, the property management arm of Philadelphia Housing Authority; the rest of the units are vacant and most of the Properties are being maintained in a sealed and safe condition.

PHDC is pursuing a planning and community engagement process prior to disposing the Properties for redevelopment. The intended redevelopment program for these Properties will be as affordable housing. PHDC anticipates holding the Properties for a duration of no more than five (5) years. During that time PHDC intends to keep the current tenants in place and may bring other units on line if they can be brought up to the United States Department of Housing and Urban Development ("HUD") Section 8 Housing Quality Standards ("HQS") without significant expense. For the rest of the Properties, PHDC intends to maintain them in clean, safe, and stable condition.

Respondent(s) must submit Responses to carry out a PCNA on the Properties. A PCNA must be completed by an independent third-party Respondent, who must be versed in all applicable codes currently in effect in the City of Philadelphia. The purpose of this PCNA is for PHDC to gain a thorough understanding of the condition of the Properties as part of the process of determining how they can be redeveloped and brought back into service.

The Properties to undergo the PCNA are as follows:

PREMISES A	6526-34 Germantown Ave	<b>(OPA Account No. 886614710)</b>
PREMISES B	6657-59 Blakemore Street (including 530-34 Vernon Road)	<b>(OPA Account No. 886614700)</b>
PREMISES C	5429-43 Lena Street	<b>(OPA Account No. 886651000)</b>
PREMISES D	60-74 Collom Street	<b>(OPA Account No. 886651100)</b>
PREMISES E	101 E. Collom Street	<b>(OPA Account No. 121070205)</b>
PREMISES F	36 E. Wister Street	<b>(OPA Account No. 121047715)</b>
PREMISES G	38 E. Wister Street	<b>(OPA Account No. 121047815)</b>
PREMISES H	40-46 E. Wister Street	<b>(OPA Account No. 121047925)</b>
PREMISES I	63 E. Wister Street	<b>(OPA Account No. 121053515)</b>
PREMISES J	50 Collom Street	<b>(OPA Account No. 121062105)</b>
PREMISES K	56 E. Collom Street	<b>(OPA Account No. 121062410)</b>
PREMISES L	45 E. Garfield Street	<b>(OPA Account No. 121044310)</b>
PREMISES M	47 E. Garfield Street	<b>(OPA Account No. 121044410)</b>
PREMISES N	51 E. Garfield Street	<b>(OPA Account No. 121044605)</b>
PREMISES O	67 E. Church Lane	<b>(OPA Account No. 122039205)</b>

PREMISES P	83 Church Lane	<b>(OPA Account No. 122039702)</b>
PREMISES Q	85 Church Lane	<b>(OPA Account No. 122039805)</b>
PREMISES R	87 E. Church Lane	<b>(OPA Account No. 122039905)</b>
PREMISES S	117 W. Manheim Street	<b>(OPA Account No. 123076605)</b>
PREMISES T	4949 Germantown Avenue	<b>(OPA Account No. 121151105)</b>
PREMISES U	4951 Germantown Avenue	<b>(OPA Account No. 121151205)</b>
PREMISES V	5417 Lena Street	<b>(OPA Account No. 122138205)</b>
PREMISES W	5513 Lena Street	<b>(OPA Account No. 122138805)</b>
PREMISES X	5515 Lena Street	<b>(OPA Account No. 122138915)</b>
PREMISES Y	5423-27 Lena Street	<b>(OPA Account No. 886650950)</b>

### PCNA Guidelines

The PCNA shall include the following five (5) major components:

1. *Critical Repair Items.* All health and safety deficiencies or violations of HUD's HQS, including any/all Federal Lead-Based Paint requirements, and Federal Housing Authority ("**FHA**") regulatory agreement standards that require immediate remediation.
2. *Twelve-Month Physical Needs.* For currently occupied units, estimate of the scope and cost of repairs, replacements, and significant deferred and other maintenance items that will need to be addressed by PRA within twelve (12) months for units that are currently occupied or are in a condition that could be made habitable up to HQS without significant expense. This information should include the minimum market amenities needed to restore the property to the non-luxury standard adequate for the rental market. This item should include an approximate cost of monthly deposit to a Reserve for Replacement Account ("**RRA**") needed to support the upkeep of the Properties and major building systems during PRA's holding period (up to five (5) years) before the assets can be disposed to a long-term owner/operator.
3. *Long-Term Physical Needs.* An estimate of the scope and cost of repairs and replacement items beyond the first year that are required to maintain the development's physical integrity over the next twenty (20) years, such as major structural systems that will need to be replaced during this period.
4. *Analysis of Reserve for Replacement.* An estimate of the initial and monthly deposit to the RRA needed to fund the development's long-term physical needs for a minimum twenty (20) year period, accounting for inflation, and the Expected Useful Life ("**EUL**") of major building systems.
5. *On-Site and Environmental Hazards:* Testing for the presence of radon, lead in domestic water, lead-based paint (where applicable), and asbestos (where potential asbestos containing materials may exist). Testing for lead in the water shall be performed at a minimum of two locations per Property/building and shall be based on two samples from each location; an initial draw sample taken after a period of no water use, and a sample taken after thoroughly flushing the system. Lead based paint testing shall be performed using an X-ray Fluorescence spectrum analyzer (XRF) and in accordance with HUD's "Final Rule," 24 CFR Part 35, as amended June 21, 2004.
  - A survey of all buildings shall be performed to identify suspect asbestos containing materials. All such material shall be tested using polarized light microscopy (PLM).
6. *Costing.* A Cost Estimate must be part of this report. All items included above and the abatement of environmental hazards must be included in the scope of work proposed in the Response. The scope of work

for the proposed rehabilitation should also include items shown for replacement within the first five (5) years of component #3 Long-Term Physical Needs.

### PCNA Scope of Work

1. The report shall be written with detailed narrative, accompanying color photographs for each unit, and shall describe the respective Property's exterior and interior physical condition, including architectural and structural components, and mechanical systems.
2. The report shall:
  - a. Identify in detail any repair items that represent an immediate threat to health and safety, and all other significant defects, deficiencies, items of deferred maintenance, and material building code violations (individual and collectively, "**Physical Deficiencies**") that would limit the expected useful life of major components or systems. Deficiencies regarding significant life safety issues must be identified;
  - b. Provide estimated costs to remedy the detailed Physical Deficiencies (Critical Repair items, twelve (12) month physical needs of occupied units, and the first five (5) years of long-term physical needs); and
  - c. Prepare a Replacement Reserve Schedule, including an estimate of the initial and annual deposits (projected to increase at the operating cost adjustment factor) for a minimum period of twenty (20) years, noting the difference in EUL for different types of major building systems, if applicable.
3. The report shall identify any Physical Deficiencies as a result of:
  - a. A visual survey;
  - b. A review of any pertinent documentation; and
  - c. Interviews with PHDC, PRA, PAPMC staff, tenants, and possibly community groups, and other public-sector officials who have familiarity with the Properties.
4. The report shall provide a description of directly observed or potential on-site environmental hazards per the specifications above.
  - The test locations of each test mentioned above shall be identified.
5. The report shall assess the twelve (12) month physical needs so that, during the holding period, PHDC can ensure the good condition of the occupied units, potentially tenant some of the vacant units, and keep the remainder the Properties in safe and clean condition. The standard is a standard adequate for the rental market. The physical needs identified should be those necessary for the development to retain its original market position as an affordable development in a decent, safe and sanitary condition (recognizing any evolution of standards appropriate for such a development).
6. Prepare a PCNA report, which in addition to the five major aforementioned components and at a minimum shall include the following subcomponents:
  - a. Development Summary Sheet;
  - b. Executive Summary (discussion of the physical condition of the Properties and any major repair/rehab items observed);
  - c. Index;
  - d. Introduction to the Report;
  - e. Building Evaluation (property identification, including location, description, and age);
  - f. Site Improvement Evaluation/Analysis (utilities, parking, paving, sidewalks, sewer and drainage, landscaping, trash enclosures/compactors and general site improvements);
  - g. Building Architectural and Structural Systems Evaluation (foundations superstructure and floors, roof structures and roofing, exterior walls and stairs, siding, downspouts, and common areas energy efficiency, tenant amenities, playgrounds and playground equipment);

- h. Building Mechanical and Electrical Systems Evaluation (building HVAC, plumbing, electrical, elevators, fire protection/security systems, smoke detection and carbon monoxide detection systems);
- i. Interior Dwelling Units Evaluation (interior finishes, all floors, walls, ceilings, paint, kitchens and appliances, carpet, vinyl, interior doors, shelves, cabinets, vanities, closets, interior HVAC, plumbing, bathroom fixtures, electrical fire protection systems, security systems) This shall include every unit size and configuration. The inspected units must be identified in the report;
- j. Evaluation/Analysis of all common areas and accessory spaces;
- k. Estimated Useful Life Analysis (computation of Repairs and Replacement Reserves);
- l. The basis for identifying any item for repair or replacement;
- m. Unit cost breakdowns shall be provided for multiple items (i.e., stoves, refrigerators, cabinets, bathroom fixtures, etc.);
- n. Acknowledgments (who prepared report, when report was prepared, who received report and when report was reviewed);
- o. Appendices (photographs, site plans, maps, etc.);
- p. Identification of any observed hazards, flammable or explosive facilities/operations in the immediate area of the development; and
- q. State whether the development is located in a Floodplain.

### Eligible Respondents

Respondent(s) must be a corporation or company that is validly existing and permitted to do business in the Commonwealth of Pennsylvania and City of Philadelphia. Respondent(s) must possess all necessary licensing under Pennsylvania and City of Philadelphia law to provide the services specified in this RFP.

The Respondent(s) must clear the federal debarment list under the U.S. System for Award Management (SAM). Federal debarment is checked for both the company and principal(s) of the company.

The Respondent(s) must have a proven record of providing the services required.

The Respondent(s) must satisfy all conditions set forth below in the "Declarations & Other Information" section.

### Response Submission Requirements

*Cover Letter (not to exceed two (2) pages).* Provide a cover letter that summarizes the Respondent's interest in the project, a brief description of qualifications, statement of understanding of the services solicited by this RFP, identification of a primary contact person, and a not-to-exceed price proposal. Also please list in the cover letter if the Respondent or any proposed subcontractors to the Respondent are certified Minority-owned, Women-owned, and/or Disabled-owned business enterprises (collectively "**M/W/DSBE**").

*Table of Contents.* The proposal must include a table of contents.

*Description of Proposer.* Provide a *one (1) page* concise description of the proposer, the resumes and relevant certifications of all key personnel to perform the services solicited by this RFP.

*Statement of Qualifications. (not to exceed two (2) pages)* Explain the knowledge and experience that qualifies the Respondent's firm and personnel to perform the services solicited by this RFP.

*Fee Proposal.* Provide (a) a proposed **schedule of fees** for the various forms of standardized PCNAs; (b) a **proposed schedule of hourly fees** broken out by individual performing work on the project, along with an estimated number of hours for each individual.

## [Evaluation & Selection](#)

PHDC intends to award this Project to the Respondent that best 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.

## Events of Disqualification or Default

Subsequent to the selection of Respondent(s), and before the execution of an Agreement for Professional Services ("Agreement"), PHDC may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by a selected Respondent;
2. Failure to proceed substantially in accordance with the Response as submitted;
3. Failure by a Respondent for any reason whatsoever to timely execute the Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of this RFP, or subsequent thereto; and/or
5. Failure to provide in a timely manner any additional materials required after selection.

Upon the happening of an event of disqualification or default by a Respondent, PHDC shall have the right, at its election, to:

1. Rescind its selection; or
2. Declare null and void an Agreement that may already have been executed.

## Declarations & Other Information

### [Economic Inclusion](#)

PHDC strongly encourages and promotes the employment of certified **M/W/DSBE** firms all aspects of its procurement of goods and services. If Respondent is a certified M/W/DSBE firm, please submit information to confirm certification with the Philadelphia Office of Economic Opportunity as part of the Response.

### [Tax Clearance & Conflict of Interest Form](#)

**Respondents** must provide evidence satisfactory to PHDC that:

- all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual contractor and a Respondent's firm and neither is currently indebted to the City; and
- will not 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.

Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (**Attachment X**) and submit it with your Response.

### [Campaign Contribution Disclosure Forms](#)

Please complete the applicable disclosure forms and submit with your Response (**Attachment Y**).



## Insurance Requirements

Please submit a certificate of insurance evidencing the required coverages as outlined in **Attachment Z** with your Response. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so and PHDC will consider any deviations from the insurance requirements on a case-by-case basis.

## Terms & Conditions

By submitting a Response to this RFP, Respondents affirmatively acknowledge: (i) acceptance of the terms and conditions of this RFP; (ii) that PHDC and/or PRA may exercise in its sole discretion the following rights; and that PHDC and/or PRA may exercise the following rights at any time and without notice to any Respondent:

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

**Neither PHDC nor PRA is under any obligation whatsoever to Respondents as a result of this RFP. The RFP does not represent any commitment on the part of PHDC and/or PRA. In no event shall PHDC and/or PRA be responsible**

**for any cost, expense, or fee incurred by or on behalf of Respondents in connection with this RFP. All Respondents shall be solely responsible for all such costs, expenses, and fees.**

**NOTICE: PHDC and/or the City reserve the right to disclose any information provided in your Response to this RFP to the public. Documents provided in your Response to this RFP may also be required to be disclosed by applicable law, including Pennsylvania's New Right to Know Law, subpoena, and/or court order.**