

# **REQUEST FOR PROPOSALS**

**1901-09 N. 33RD STREET AND  
1911-1915 N. 33RD STREET  
PHILADELPHIA, PA 19121**

**FEBRUARY 26, 2018**

**PHILADELPHIA LAND BANK  
1234 MARKET STREET, 16<sup>TH</sup> FLOOR  
PHILADELPHIA, PENNSYLVANIA 19107**

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## I. INTRODUCTION

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The Philadelphia Land Bank ("Land Bank") is soliciting proposals from developers to acquire and develop some or all of eight (8) contiguous parcels along the 1900 block of North 33rd Street.

The site consists of the following addresses: 1901-1909 N. 33 Street and 1911-1915 N. 33 Street (collectively "Development Site"). The Development Site is currently in the ownership of the Philadelphia Redevelopment Authority ("PRA"), but will be conveyed to the Land Bank prior to settlement. The Land Bank will be the managing entity for all aspects of this solicitation process, and will coordinate disposition of the Development Site to the winning developer.

The Land Bank expects competitive offer prices and invites proposals for the entire Development Site. There are no restrictions on the type of development proposed.

Funding used to acquire the Development Site requires its disposition for "fair market value". Due to this restriction, the Land Bank may disqualify any applicant whose bid price is deemed unreasonably below fair market value. It is up to the applicant to engage in their own research to determine an appropriate and competitive bid price.

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## II. SUMMARY DATA

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- Development Site: Attached as Exhibit "A"
- Deposit: 10% of Bid Price
- Zoning Classification: RM-1

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## III. OBTAINING PROPOSAL MATERIALS

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All proposal materials must be downloaded from The Philadelphia Land Bank website at [www.philadelphialandbank.org](http://www.philadelphialandbank.org).

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## IV. PRE-SUBMISSION CONFERENCE

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A pre-submission conference (non-mandatory) will be held on March 12, 2018 at 10:00 AM in The Philadelphia Housing Development Corporation Boardroom, 1234 Market Street, 17<sup>th</sup> Floor, Philadelphia, PA 19107 to answer any questions regarding this RFP. Interested parties are urged to attend this conference.

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## V. SUBMISSION SCHEDULE & DEADLINES

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All proposals, **including a good faith deposit in the amount of 10% of the bid price**, must be received on or before 4 PM on April 6, 2018. All submissions must be addressed to the attention of Christi M. Jackson, Director of Real Estate, Philadelphia Land Bank, 1234 Market Street, 16<sup>th</sup> Floor, Philadelphia, PA 19107.

The only acceptable evidence of timely delivery will be (i) a U.S. mail return receipt or a receipt from a nationally recognized delivery service (*e.g.*, FedEx) showing the date of delivery, or (ii) a time-stamped receipt from the Land Bank receptionist if hand delivering a proposal.

**The dates indicated below are estimates only and the Land Bank reserves the right, in its sole and absolute discretion, to alter this schedule as it deems necessary or appropriate.**

Schedule	Date
RFP Posted	February 26, 2018
Pre-submission Conference	March 12, 2018; 10:00 AM
Questions/Requests for Information Due *	March 16, 2018 4:30 PM
Questions and Answers posted to Land Bank's Website	March 23, 2018
Submissions Deadline	April 6, 2018; 4:00 PM
Developer Interviews <i>Request Developers Tentatively Hold Date Open</i>	April 27, 2018
Developer(s) Selection Target Date	May 11, 2018

\* All questions or comments regarding this RFP must be submitted in writing by email to: [christi.jackson@phila.gov](mailto:christi.jackson@phila.gov). Questions will not be accepted by telephone. Questions and requests for information will only be accepted until March 16, 2018. Questions and requests for information and the Land Bank responses to them will be posted on the Land Bank website.

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## VI. PROPOSAL SUBMISSION REQUIREMENTS

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All responses to this Request for Proposals ("RFP") must contain an original and five unbound copies of the submission, as well as a flash drive containing all the materials in PDF format. The submission must contain the substantive information described below and conform to the following format:

### A. Executive Summary

A written narrative of the proposed development should be provided in the form of a cover letter addressed to Christi M. Jackson, Director of Real Estate. The narrative should be no longer than two (2) pages in length and should succinctly summarize and describe the proposed

development. At a minimum, it should seek to address all of the evaluation criteria addressed in this Section VI. Specifically, please boldface the following elements in the body of the narrative:

1. Purchase Price – A lump sum offer price is required. Proposals that seek nominal consideration or a development subsidy will not be considered. Please note any contingencies to the submitted offer price.
2. General overview of the development.
3. Total size (floors and square footage).
4. Total development cost.
5. Requested zoning classification and any variances or exceptions that may be sought beyond the requested base zoning.

#### **B. Forms to be Completed and Included in the Proposal**

1. Economic Opportunity Plan — **Exhibit D**
2. Application and Development Sources and Uses of Funds Statement – **Exhibit E**
3. Certificate of Non-Indebtedness – **Exhibit F**
4. Developer’s Statement of Tax Clearance and Conflict of Interest-**Exhibit G**
5. Campaign Disclosure Forms -**Exhibit H**

#### **C. Development Schedule & Milestones**

1. Predevelopment Schedule- Include a schedule listing important milestones and dates, beginning with due diligence activity (no more than 45 days); signing the Purchase and Development Agreement; securing all required approvals, permits, and financing commitments; and an anticipated settlement date.
2. Post-Closing Construction Schedule- This section should include, at a minimum, a schedule showing critical milestones such as, construction commencement and completion deadlines, any phasing that may be required, and projected sales and occupancy timeframe.

#### **D. Architectural Submission**

A schematic design must be prepared by a registered architect and submitted on 11” x 17” size paper. Each copy of the proposal must contain an 11” x 17” set of the plans and include, at a minimum, the following:

1. Site Plan
2. All proposed buildings/improvements with dimensions, horizontal, vertical, and ground elevations
3. Materials, finishes, and colors for each of the façades of the proposed buildings and improvements

4. Ground floor dimensioned and principal floor plans
5. Site dimensions and lot coverage
6. If the Development Site is to be subdivided, the dimensions for each new parcel
7. Tree plantings, fencing, lighting, and streetscape
8. Proposed setbacks, side yards, back yards, driveways, and parking
9. Materials for parking, yard drains, or other impervious surfaces

#### **E. Project Financial Summary**

Responses must demonstrate financial wherewithal and development capacity to carry out the proposed development. Submissions must provide documentation of availability of funds in an amount no less than the total development cost of the project. All lending institutions must be acceptable to the Land Bank and demonstrate the capability and commitment to provide the financing required to successfully complete the proposed development project. Failure to provide clear evidence of funding for the proposal to purchase and develop the Development Site will disqualify submissions.

Please include the following elements when describing the financial components of the proposed development.

- a) Completion of the Sources and Uses of Funds Statement (Exhibit E)
- b) A written narrative of the project financing plan.
- c) Project financials including development budget(s), sources/uses, assumptions, and operating pro forma(s) demonstrating feasibility through predevelopment, construction, and exit.
- d) Evidence of financial capability to fund the total cost of the development. Acceptable forms of evidence include:
  - i) personal or business bank statements for the developer entity (for latest 3 consecutive months),
  - ii) audited financial statements for the last fiscal year plus internal financial statements ending the most recent quarter for the developer entity,
  - iii) the most current audited financial statements for all members of the development team,
  - iv) signed commitment letter(s) that specifically references the proposed project and the amount of funding pursuant to the project budget, or

- v) other written evidence of access to capital that specifically references the proposed project and the amount of funding pursuant to the project budget (e.g., line of credit with statement of available funds, commitment letter from private investors )
- e) Litigation/Judgments – The proposal must contain information regarding all litigation (pending or threatened) in which the developer entity or any of the members of the development team are, or may become, involved and all judgments against the development entity or any members of the development team that may affect the ability to successfully execute the proposed project.

#### **F. Deposit**

Proposals must include a deposit of ten percent (10%) of the offer price in a form acceptable to the Land Bank. These forms include, in order of preference, a cashier's check, certified check, or money order made payable to the "Philadelphia Land Bank".

The deposit of the development team(s) selected to acquire and develop the Development Site and will become "hard" money upon signing the Purchase and Development Agreement. For those applicants not selected, the deposit will be refunded within thirty (30) days after mailing of a rejection notice. Interest earned on any deposits will not be paid. The deposit will be applied towards the performance deposit required under the Purchase and Development Agreement.

#### **G. Development Team**

Provide information regarding the project team, scope, and financial structure. The Developer should also provide a statement of qualifications including, without limitation, projects completed, total development costs, number of units, year completed, and type of project. The statement of qualifications must include a section detailing the Developer's experience dealing with public funds and/or properties. All members of the development team and their roles should be clearly identified. The qualification statement should include information regarding any other projects the team has engaged in together and the status of those projects. The applicant must include in their proposal evidence that the legal entity expected to sign the Purchase and Development Agreement and take title to the Development Site is validity existing, and qualified to do business, in the Commonwealth of Pennsylvania.

#### **H. Social Impact**

The development team should define the project's social impact within their proposal. Social impact refers to the way that a project can have a positive effect on people and communities. Applicants may engage a consultant to assist in developing an approach to impact assessment. Such impact should be described and quantified with relevant metrics (*i.e.*, approximate number of people to be served by the social impact component). Examples of social impact may include, without limitation:

- Providing affordable housing.
- Creating or retaining jobs.
- Providing quality commercial goods and services to under-served communities.
- Providing high-quality community services.
- Providing affordable healthy food access.
- Providing opportunities for minority businesses.
- Flexible lease rates for community-serving nonprofits, locally-owned or minority-owned businesses.
- Goods, services, and facilities specifically targeted at serving low-income persons.
- Financial contributions from the developer to local community-based groups, nonprofits or community funds.

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## VII. SUBMISSION OF PROPOSALS

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Proposals are due at the offices of the Philadelphia Land Bank no later than **4 PM on April 6, 2018**.

**Absolutely no proposals will be accepted after this time.**

One original and five unbound copies of the submission, as well as a flash drive containing all the materials in PDF format, to:

Christi Jackson  
 Director of Real Estate  
 Philadelphia Land Bank  
 1234 Market Street, 16<sup>th</sup> Floor  
 Philadelphia, PA 19107

An applicant, whether an individual, partnership, LLC, non-profit, for profit or other entity may submit only one response to the RFP. Individuals that are related to each other or business entities that are related to each other or to a common entity may not submit separate proposals. The Land Bank, 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 Land Bank has determined that the applicant has violated these conditions or the spirit of these conditions.

The Land Bank will not pay any fees, commissions, or other amounts to any parties acting as agents, brokers, consultants, or contractors as part of this transaction. Payment to any agents, brokers, consultants, or contractors will be the responsibility of the purchaser.



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## VIII. THRESHOLD REVIEW

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The Land Bank will initially review the proposals to determine compliance with the requirements of this RFP including, without limitation, the Proposal Submission Requirements in Section VI. Only complete, timely submitted proposals that are in compliance with the requirements of this RFP will be considered for evaluation. If no proposal meets these requirements, the Land Bank may allow all applicants to supplement their submissions to conform to these requirements.

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## IX. EVALUATION OF PROPOSALS

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Proposals deemed satisfactory pursuant to the Threshold Review will be evaluated by a Proposal Review Team. Proposals will be evaluated in their entirety – *i.e.*, no one factor, but rather a combination of factors will determine the successful developer. Final selection is subject to approval as stated in Land Bank Disposition Process in Section XII. Proposals will be evaluated using a combination of factors as determined by the Land Bank including, but not limited to, the following:

### 1. Purchase Price

Total purchase price will be taken into consideration along with the proposed development plans. The Land Bank will award this project to the response that scores the highest according to the selection criteria. Purchase price is one of these criteria, though the project will not necessarily be awarded to the highest bidder. Funding used to acquire the Development Site requires its disposition for "fair market value". Due to this restriction, the Land Bank may disqualify any applicant whose bid price is deemed unreasonably below fair market value. It is up to the applicant to engage in their own research to determine an appropriate and competitive bid price.

### 2. Financial Feasibility

Identification and documentation evidencing proposed sources of funds needed to undertake and complete the proposed development in a timely manner. No City funds have been dedicated to this project. Only proposals that demonstrate the ability to complete the proposed development using entirely private sources will be considered.

### 3. Urban Design, Sustainability, and Conformity with Existing Zoning

- a) Quality Urban Design- The Land Bank encourages proposals that (i) eliminate front-loading garages, (i) limit curb cuts (yet still provide for off-street parking), (iii) maximize open-space opportunities, (iv) are built with quality materials and finishes, and (v) demonstrate appropriate scale with the surrounding residential uses. Structures should be sensitive to the pedestrian environment through building

facades that are engaging and put many eyes on the street. Building size and scale should be designed to enhance walkability and provide quality buildings by respecting the rhythms found in the size, placement, and proportion of entries and windows in other buildings. Avoid false historic design and garages that dominate the streetscape. Dumpsters, electrical and mechanical equipment should be permanently screened.

- b) Sustainable Design- The Land Bank encourages proposals that incorporate sustainable “green” design features materials, and processes, including, but not limited to, LEED Certification, Energy Star, and other features that consider building performance objectives and building design guidelines that integrate energy efficiency.
- c) Existing Zoning- The Development Site is zoned RM-1. Effort must be made to comply with the existing underlying zoning. If this is not feasible, Developer must provide a clear, rational explanation as to why.

#### **4. Current in Financial Obligations to City of Philadelphia**

Applicants must provide evidence satisfactory to the Land Bank that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual applicant, the applicant’s firm, and all principals of the development team and neither is currently indebted to the City; will at any time during the term of the Purchase and Development 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 forms and submit them with your proposal.

#### **5. Development Timeline**

The speed at which predevelopment, due diligence, settlement, and construction activity occur will be carefully considered. The project should be able to be completed within twenty-four (24) months of execution of the Purchase and Development Agreement.

#### **6. Properties Required for Development**

The Land Bank requires proposals that seek to develop all of the Development Site in a comprehensive manner.

#### **7. Compliance with the Land Bank's Disposition Policy**

The Land Bank's disposition policy can be found on the Land Bank's website at [www.philadelphialandbank.org](http://www.philadelphialandbank.org).

## 8. Economic Opportunity Plan

The development team should demonstrate their experience working with Certified M/W/DBE firms—defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE). The Land Bank strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms. If the applicant is a Certified M/W/DBE, please submit information to confirm certification as part of the proposal. Firms must complete the “City of Philadelphia Economic Opportunity Plan” form (Exhibit D). Baseline goals established by the City of Philadelphia are (i) 18% MBE and 7% WBE or (ii) 15% MBE and 10% WBE; however, the Land Bank encourages applicants to seek the highest levels of M/W/DBE attainment that is reasonably feasible.

In addition, applicants must provide a narrative describing the Developer’s track record in M/W/DBE inclusion. The narrative must discuss the Developer’s plan and track record for engaging minority workforce. Applicants should note whether the applicant itself and/or other key partners, consultants, or contractors who are part of the development team are minority or woman-owned. Consideration will be given to the applicant's Economic Opportunity Plan as compared to the City's baseline goals.

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## X. RESERVATION OF RIGHTS AND DISCLOSURES

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**ALL INFORMATION IN THIS RFP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WHILE EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED IN THIS RFP, IT IS NOT, AND SHALL NOT BE CONSTRUED TO BE OR CONSTITUTE, A REPRESENTATION, WARRANTY OR GUARANTEE BY THE LAND BANK, THE CITY OF PHILADELPHIA, OR THE PRA REGARDING THE CONTENT, COMPLETENESS, OR ACCURACY OF SUCH INFORMATION, OR THE QUALIFICATIONS OR EXPERTISE OF THE INDIVIDUAL(S) OR FIRM(S) PROVIDING OR PREPARING SUCH INFORMATION. EACH APPLICANT SHALL RELY SOLELY ON ITS OWN INSPECTION, INVESTIGATION, CONFIRMATION, AND ANALYSIS OF (I) THE DEVELOPMENT SITE; (II) THE INFORMATION CONTAINED IN OR DELIVERED PURSUANT TO THIS RFP AND (III) ANY OTHER INFORMATION THAT SUCH APPLICANT DEEMS NECESSARY OR PRUDENT IN EVALUATING AND ANALYZING THE PROPOSED PURCHASE AND DEVELOPMENT OF THE DEVELOPMENT SITE.**

The Land Bank shall not be under any obligation to convey the Development Site to any applicant unless and until the Land Bank (or its designee) and such applicant have fully signed a legally binding Purchase and Development Agreement. In no event shall the Land Bank be responsible for any costs, expenses, or fees incurred by, or on behalf of any applicant, in connection with this RFP. All applicants shall be solely responsible for all such costs, expenses, and fees.

Prior to the disposition of the Development Site, the Land Bank will be the legal title holder of the Development Site, and intends to convey the Development Site to the selected developer pursuant to a Purchase and Development Agreement (a draft of which is included as Exhibit I which is subject to change) within a timeframe specified by the Land Bank.

**ATTACHED AS EXHIBIT C TO THIS RFP ARE (I) REPORT ON THE ENVIRONMENTAL SITE ASSESSMENT ("PHASE I REPORT") DATED JUNE 6, 2013, PREPARED BY BATT A ENVIRONMENTAL ASSOCIATES, INC. AND (II) A PHASE II ENVIRONMENTAL SITE INVESTIGATION ("PHASE II REPORT") DATED DECEMBER 2013, PREPARED BY G&C ENVIRONMENTAL SERVICES, INC. THE PHASE I REPORT AND THE PHASE II REPORT ARE COLLECTIVELY REFERRED TO AS THE "ENVIRONMENTAL REPORTS". EACH APPLICANT IS STRONGLY ENCOURAGED TO READ THE ATTACHED ENVIRONMENTAL REPORTS (EXHIBIT C).**

**THE ENVIRONMENTAL REPORTS ARE BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY WITHOUT ANY REPRESENTATION, WARRANTY, OR GUARANTEE BY THE LAND BANK, THE CITY OF PHILADELPHIA, PRA, OR THE PHILADELPHIA HOUSING AUTHORITY REGARDING, IN ANY WAY, (I) THE CONTENT, COMPLETENESS, OR ACCURACY OF THE ENVIRONMENTAL REPORTS OR THE INFORMATION CONTAINED THEREIN; (II) THE PAST, PRESENT, OR FUTURE CONDITION OF THE DEVELOPMENT SITE; (III) THE PAST, PRESENT, OR FUTURE PRESENCE OR ABSENCE OF ANY HAZARDOUS WASTE, MATERIAL, SUBSTANCE, OR CONTAMINATION AT, ON, UNDER, ADJACENT TO, OR IN THE VICINITY OF THE DEVELOPMENT SITE; (IV) THE CONDITION OF THE DEVELOPMENT SITE, OR (V) THE QUALIFICATIONS OR EXPERTISE OF THE INDIVIDUAL(S) OR FIRM(S) PROVIDING OR PREPARING THE ENVIRONMENTAL REPORTS.**

**NO FUNDS FROM THE LAND BANK, THE CITY OF PHILADELPHIA, PRA, OR ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY WILL BE PROVIDED FOR THE REMEDIATION OF THE DEVELOPMENT SITE, OR PORTION THEREOF. ALL ENVIRONMENTAL REMEDIATION INCLUDING, WITHOUT LIMITATION, ALL COSTS AND EXPENSES, WILL BE THE SOLE RESPONSIBILITY OF THE SELECTED DEVELOPER AND MUST BE INCLUDED IN THE DEVELOPMENT SOURCES AND USES OF FUNDS STATEMENT (EXHIBIT E).**

**GROUNDWATER TESTING WILL NOT BE PERMITTED AT ANY TIME PRIOR TO SETTLEMENT.**

**THE DEVELOPMENT SITE IS BEING OFFERED IN ITS "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS", INCLUDING, WITHOUT LIMITATION, ANY AND ALL DEFECTS, KNOWN AND UNKNOWN, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LAND BANK, THE CITY OF PHILADELPHIA, PRA, THE PHILADELPHIA HOUSING AUTHORITY, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS. TO THE MAXIMUM EXTENT OF THE LAW, THE LAND BANK DISCLAIMS, AND DEVELOPER EXPRESSLY WAIVES ANY AND ALL IMPLIED WARRANTY OF HABITABILITY (INCLUDING POTENTIAL OR ACTUAL LATENT DEFECTS), REASONABLE WORKMANSHIP, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

By submitting a proposal in response to this RFP, each applicant acknowledges that it is not entitled to, has not relied, and is not relying upon this RFP or any information, document, report, statement, map, sketch, projection, pro forma, representation, guarantee, or warranty, whether express or implied, oral or written, past or present, or material or immaterial, that may have been given, or made by, or on behalf of, the Land Bank, the City of Philadelphia, PRA, the Philadelphia Housing Authority, or any of their respective directors, officers, employees, or agents, including, without limitation, any representation, guarantee, or warranty concerning:

- a) the quality, nature, adequacy, or condition of the Development Site, or any portion thereof, including, without limitation, appurtenances and access;
- b) the quality, existence, nature, adequacy, or condition of soil, ground water, sub-surface support, structural integrity, and geology at the Development Site, or any portion thereof,
- c) the quality, existence, nature, adequacy, or condition of any utilities serving the Development Site, or any portion thereof;
- d) the quality, existence, nature, adequacy, or condition of the ability to access utilities at the Development Site, or any portion thereof;
- e) the quality, existence, nature, adequacy, condition, or ability to access any rights of way or roads of any kind;
- f) the development potential of the Development Site, or any portion thereof, its habitability, merchantability, or fitness, suitability or adequacy of the Development Site, or any portion thereof, for any particular purpose;
- g) the zoning classification, use, or other legal status of the Development Site, or any portion thereof, including, without limitation, any permits, approvals, zoning, or land development issues;
- h) compliance with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, conditions, or restrictions including, without limitation, any environmental pollution laws, rules, regulations, orders or requirements;
- i) the condition of title to the Development Site, or any portion thereof, or the nature, status, and extent of any right, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting title to the Development Site, or any portion thereof;

- j) the presence or absence of any hazardous waste, material, substance, or contamination at, on, under, adjacent to, or in the vicinity of the Development Site, or any portion thereof; the handling, generating, treating, storing, or disposing of any hazardous waste, material, or substance at, on, under, adjacent to, or in the vicinity of the Development Site, or any portion thereof; or any other environmental matter or condition of the Development Site, or any portion thereof, including, without limitation, mold and radon in or near the Development Site, or any portion thereof;**
- k) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Development Site, or any portion thereof; or**
- l) the income to be derived from, or the value, profitability, or marketability of the Development Site, or any portion thereof.**

Any entry upon any portion of the Development Site will require that the applicant's contractors and subcontractors enter into a license agreement as provided by the Land Bank, which will require a security deposit.

By submitting a proposal in response to this RFP, an applicant affirmatively acknowledges its acceptance of the terms and conditions of this RFP and that the Land Bank reserves and may exercise, in its sole and absolute discretion, the following rights at any time and without notice to any applicant :

1. to reject any and all proposals;
2. to request one or more applicants to provide additional material, clarification, confirmation, or modification of any information in any and all proposals;
3. to supplement, amend, substitute, modify or re-issue this RFP with terms and conditions materially different from those set forth herein
4. to cancel this RFP with or without issuing another RFP;
5. to extend the time period for responding to this RFP or any other time periods referred to in this RFP;
6. to conduct personal interviews with any applicant;
7. to negotiate with one or more applicants concerning any aspect of a proposal, including, without limitation, price;
8. to terminate negotiations regarding any and all proposals at any time;
9. to expressly waive any defect or technicality in any proposal;
10. to solicit new proposals;
11. to rescind a selection prior to execution of the Purchase and Development Agreement if the Land Bank determines, in its sole and absolute discretion, that a proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to execution of the Purchase and Development Agreement if the Land Bank determines, in its sole and absolute discretion, 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 Land Bank.
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 Land Bank;
  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 Land Bank; and
  16. each applicant agrees to indemnify, protect and hold harmless the Land Bank and the City of Philadelphia from any and all losses, injuries, expenses, demands and claims against the Land Bank or the City of Philadelphia 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 Land Bank of any documents or information; and (iii) any 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.

**NOTICE: The Philadelphia Land Bank 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.**

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## XI. SELECTION OF DEVELOPER

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It should be noted that the disclosure statements and other documentation submitted to the Land Bank are important sources of information upon which the Land Bank may base its selection of a developer. Accordingly, any misrepresentation, misstatement, or omission, either willful or inadvertent, in any document submitted to the Land Bank in connection with this RFP will be sufficient for the Land Bank to reject the applicant and their proposal. Subject to any applicable reservation of rights and the Land Bank's disposition process, upon completion of the review and evaluation, the Proposal Review Team shall recommend a course of action to the Land Bank Board of Directors. The Land Bank will notify all applicants of the results and return all deposits (without interest) to all other applicants within thirty (30) days after mailing of a rejection notice.

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## XII. PHILADELPHIA LAND BANK DISPOSITION PROCESS

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After the Proposal Review Team reviews the proposals and an applicant's proposal is selected, approval by the Vacant Property Review Committee, Philadelphia City Council, and the Land

Bank Board of Directors is required prior to the Land Bank executing the Purchase and Development Agreement and construction commencing. Following is a general sequence of events in this approval process:

1. Staff review and approval of proposal and conceptual plans in consultation with the Planning Commission;
2. Execution of a Purchase and Development Agreement by the selected developer (Exhibit I – draft only, subject to change);
3. Approval by the Vacant Property Review Committee;
4. Approval by Philadelphia City Council;
5. Approval by the Land Bank Board of Directors;
6. Execution of a Purchase and Development Agreement by the Land Bank;
7. Settlement;
8. Pre-construction conference;
9. Construction period;
10. Review of the completed development by the Land Bank to determine compliance with the Purchase and Development Agreement. If the development is found to be in compliance with the Purchase and Development Agreement, the Land Bank issues a Certificate of Completion and the deposit is returned as more specifically set forth in the Purchase and Development Agreement.

The developer shall be responsible for securing all necessary permits, licenses, approvals, lot line relocations, or variances, at the developer's sole cost and expense, necessary to comply with the development controls, City Codes, and the approved design development and construction drawings.

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### **XIII. EVENTS OF DISQUALIFICATION OR DEFAULT**

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#### **A. Events of Disqualification or Default**

Subsequent to the selection of a developer and before the execution of the Purchase and Development Agreement by all parties, the Land Bank may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected developer;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the developer for any reason whatsoever to timely execute the Purchase and Development Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of this RFP, or subsequent thereto. For the purposes of this section, the Land Bank places particular importance on the information required by the Certificate of Non-Indebtedness, Developer's Statement of Tax Clearance and Conflict of



Interest, Developer's qualifications and financial information, and the Developer's Statement for Public Disclosure; or

5. Failure to provide in a timely manner any additional material required after selection and throughout the Land Bank's disposition process.

#### **B. Remedies**

Upon the happening of an Event of Disqualification or Default by a selected developer, the Philadelphia Land Bank shall have the right, at its election, to:

1. Rescind its selection of the developer;
2. Declare null and void the Purchase and Development Agreement even if it may have already have been executed; and/or
3. Retain the deposit as full, fixed and liquidated damages, and not a penalty.

EXHIBIT A

LEGAL DESCRIPTION

**ALL THAT CERTAIN** lot or piece of ground situate in the 32nd Ward of the City of Philadelphia and described as follows:

**BEGINNING** at the intersection of the East side of 33rd Street (100 feet wide, erroneously cited as 50 feet wide in prior deed) and the North side of Berks Street (50 feet wide).

**CONTAINING** in front or breadth on the said side of 33rd Street 88 feet and extending of that width in length or depth Eastward between parallel lines at right angles to the said 33rd Street 90 feet to a point on the West side of a certain 10 feet wide alley that extends Southward into the said Berks Street, said alley communicating with a certain 4 feet wide alley that extends Eastward.

**BEING NO. 1901- 09 North 33rd Street**

**MAP REGISTRY NO. 016N140173**

**OPA/BRT ACCOUNT NO. 781030010**

**ALL THAT CERTAIN** lot or piece of ground situate in the 32nd Ward of the City of Philadelphia and described as follows:

**BEGINNING** on the Southeast corner at the intersection of North 33rd Street (100 feet wide) and West Monument St (36 feet wide).

**CONTAINING** in front or breadth on the East side of the said 33rd Street 55 feet and extending of that width in length or depth Eastward between parallel lines at right angles to the said 33rd Street and along the South side of the said Monument street 90 feet to the West side of a certain 10 feet wide cartway extending Northward into the said Monument Street and Southward into Berks Street (50 feet wide).

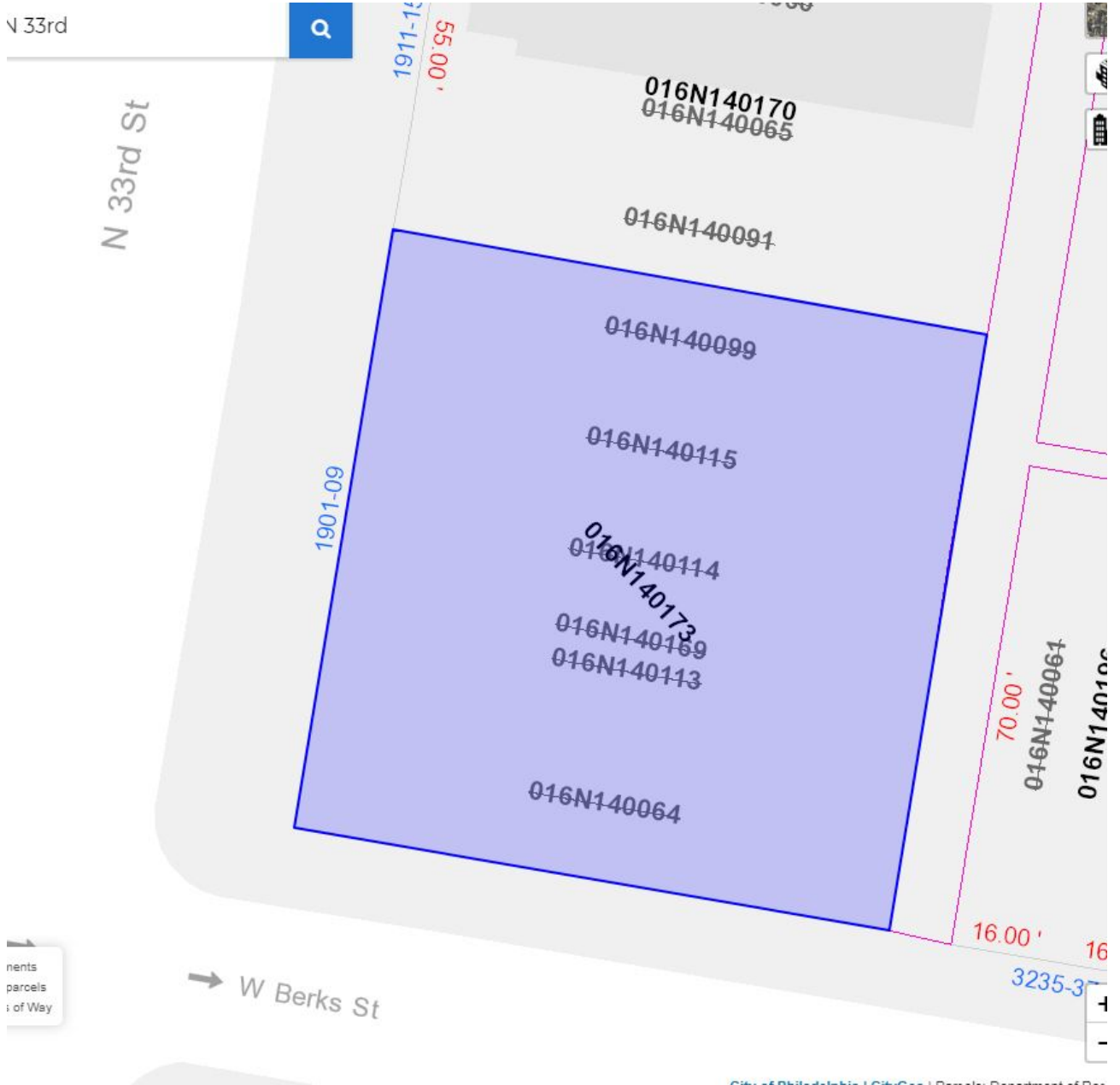
**BEING NO. 1911-15 North 33rd Street**

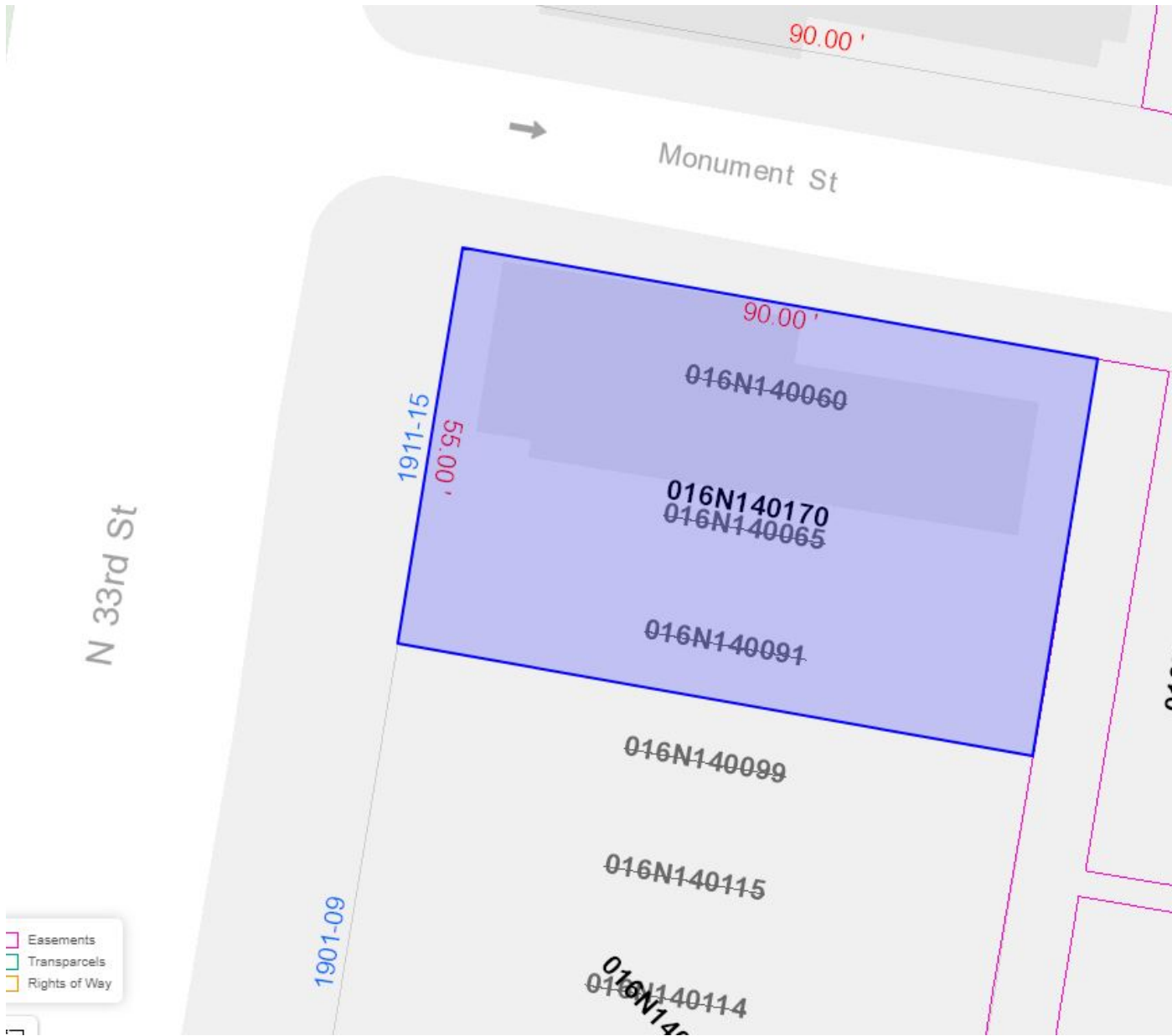
**MAP REGISTRY NO. 016N140170**

**OPA/BRT ACCOUNT NOS. 323341400 (1911), 323341500 (1913), 323341600 (1915)  
(to be consolidated into one account prior to conveyance)**

EXHIBIT B

SITE PLAN





## EXHIBIT C

### PHASE I AND PHASE II ENVIRONMENTAL REPORTS

EXHIBIT D

ECONOMIC OPPORTUNITY PLAN



CITY OF PHILADELPHIA  
ECONOMIC OPPORTUNITY PLAN

[PROJECT NAME/ADDRESS]

I. INTRODUCTION, DEFINITIONS, GOALS AND DIVERSITY PRACTICES

The City of Philadelphia, acting through its offices of the Division of Housing and Community Development (“DHCDHCD”) and Office of Economic Opportunity (“OEO”) (collectively, “City”) and the Philadelphia Redevelopment Authority (“PRA”) strongly encourage the use of certified Minority (“MBE”), Women (“WBE”), Disabled (“DSBE”) and Disadvantaged<sup>1</sup> (“DBEs”) Business Enterprises (collectively, “M/W/DSBEs”) and minority and female workers in all aspects of the development and use of a parcel(s) of land located at \_\_\_\_\_, which may include financial investment, design, construction and operations (Project). In support of this objective, City and PRA will require that the Purchaser of this parcel commit to this Economic Opportunity Plan (“EOP” or “Plan”) as required by Section 17-1602 of The Philadelphia Code, as amended.

This Plan contains ranges of projected M/W/DSBE utilization and goals for the employment of minority and female workers in connection with the Project. Purchaser shall cause this Plan to be made part of and incorporated into all bids, proposals and solicitations and any resulting agreement(s) entered into between Purchaser and any participant in connection with the development and use of the parcel. By submission of this Plan, Purchaser makes a legally binding commitment to the City and PRA to abide by the provisions of this Plan which include its commitment to exercise its Best and Good Faith Efforts throughout the project and its commitment to cause its participants to use their Best and Good Faith Efforts to provide subcontracting opportunities for M/W/DSBEs in all phases of the project and to employ a diverse workforce. This Plan expressly applies to all contracts awarded in connection with the Project.

Neither Purchaser nor any participant shall discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of contracts pertaining to this Plan. Purchaser has summarized its current and past practices relating to Purchaser’s diversity practices (“Diversity Practices Statement”). This statement, included as Attachment “A” to this Plan, identifies and describes Purchaser’s processes used to develop diversity at all

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<sup>1</sup>Disadvantaged Business Enterprises (“DBEs”) are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26.

levels of Purchaser's organization including, but not limited to, board and managerial positions. This Diversity Practices Statement summarizes Purchaser's strategic business plans specific to its current or past practices of M/W/DSBE utilization on its government and non-government projects and procurement activities. Purchaser further agrees to identify any "Equity Ownership" held in connection with this Project which shall mean the percentage of beneficial ownership in the Purchaser's organization or development team that is held by minority persons, women and disabled persons. In the event Equity Ownership is identified, Purchaser agrees to abide by the reporting requirements enumerated in Section 17-1603 (1)(g)(.3).

Purchaser hereby verifies that all information submitted to the City in response to this Plan, is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 (relating to unsworn falsification to authorities) and 18 Pa.C.S. Section 4107.2 (a)(4) (relating to fraud in connection with **minority business** enterprises or women's business enterprises).

For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency<sup>2</sup> will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at [www.phila.gov/oEO/directory](http://www.phila.gov/oEO/directory).

For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives herein stated. Best and Good Faith Efforts are rebuttably presumed met, when commitments are made within the M/W/DSBE Participation Ranges established for this development and a commitment is made to employ a diverse workforce as enumerated herein.

## II. GOALS

### A. M/W/DSBE PARTICIPATION RANGES

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<sup>2</sup>A list of "OEO approved certifying agencies" can be found at [www.phila.gov/oEO](http://www.phila.gov/oEO)

AS A BENCHMARK FOR THE EXPRESSION OF "BEST AND GOOD FAITH EFFORTS" TO PROVIDE MEANINGFUL AND REPRESENTATIVE OPPORTUNITIES FOR M/W/DSBES IN THE PROJECT, THE FOLLOWING PARTICIPATION RANGES HAVE BEEN AGREED TO. THESE PARTICIPATION RANGES REPRESENT, IN THE ABSENCE OF DISCRIMINATION IN THE SOLICITATION AND SELECTION OF M/W/DSBES, THE PERCENTAGE OF MBE, WBE AND DSBE PARTICIPATION THAT IS REASONABLY ATTAINABLE THROUGH THE EXERCISE OF BEST AND GOOD FAITH EFFORTS. THESE PERCENTAGES RELATE TO THE GOOD FAITH ESTIMATED COST OF THE ENTIRE PROJECT. IN ORDER TO MAXIMIZE OPPORTUNITIES FOR AS MANY BUSINESSES AS POSSIBLE, A FIRM THAT IS CERTIFIED IN TWO OR MORE CATEGORIES (E.G. MBE AND WBE AND DSBE OR WBE AND DSBE) WILL ONLY BE CREDITED TOWARD ONE PARTICIPATION RANGE AS EITHER AN MBE OR WBE OR DSBE. THE FIRM WILL NOT BE CREDITED TOWARD MORE THAN ONE CATEGORY. THESE RANGES ARE BASED UPON AN ANALYSIS OF FACTORS SUCH AS THE SIZE AND SCOPE OF THE DEVELOPMENT AND THE AVAILABILITY OF MBES, WBES, DSBES AND DBES TO PARTICIPATE IN THIS PROJECT:

MBE	WBE

## B. Workforce Goals for a Diverse Workforce

As a benchmark for the expression of “Best and Good Faith Efforts” to provide meaningful and representative opportunities for diverse workers in the Project, the following goals have been established for the employment of minority persons and females in the Project workforce of apprentices and journeymen at the following levels<sup>3</sup>:

African American Journeypersons – 22% of all journey hours worked across all trades

Asian Journeypersons – 3% of all journey hours worked across all trades

Hispanic Journeypersons – 15% of all journey hours worked across all trades

Female Journeypersons – 5% of all journey hours worked across all trades

Minority Apprentices – 50% of all hours worked by all apprentices

Female Apprentices – 5% of all hours worked by all apprentices

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<sup>3</sup> These goals are informed by the City of Philadelphia’s annual disparity assessment of workforce diversity, the “Economic Opportunity Plan Employment Composition Analysis Fiscal Year 2016.”

### III. RESPONSIVENESS

A. PURCHASER SHALL, AND SHALL CAUSE ITS PARTICIPANTS TO IDENTIFY ALL M/W/DSBE COMMITMENTS AND AGREE TO EMPLOY A DIVERSE WORKFORCE ON THE FORM ENTITLED, "M/W/DSBE PARTICIPATION AND WORKFORCE COMMITMENTS." THE COMMITMENTS ON THIS FORM CONSTITUTE A REPRESENTATION THAT THE IDENTIFIED M/W/DSBE IS CAPABLE OF PROVIDING COMMERCIALY USEFUL GOODS OR SERVICES RELEVANT TO THE COMMITMENTS AND THAT THE PURCHASER AND ITS PARTICIPANTS HAVE ENTERED INTO LEGALLY BINDING AGREEMENTS WITH THE LISTED M/W/DSBES FOR THE WORK OR SUPPLY EFFORT DESCRIBED AND THE DOLLAR/PERCENTAGE AMOUNT(S) SET FORTH ON THE FORM. IN CALCULATING THE PERCENTAGE OF M/W/DSBE PARTICIPATION, THE STANDARD MATHEMATICAL RULES APPLY IN ROUNDING OFF NUMBERS. IN THE EVENT OF INCONSISTENCY BETWEEN THE DOLLAR AND PERCENTAGE AMOUNTS LISTED ON THE FORM, THE PERCENTAGE WILL GOVERN.

B. M/W/DSBE COMMITMENTS ARE TO BE MEMORIALIZED IN A WRITTEN SUBCONTRACT AGREEMENT. LETTERS OF INTENT, QUOTATIONS, CONTRACTS, SUBCONTRACTS AND ANY OTHER DOCUMENTS EVIDENCING COMMITMENTS WITH M/W/DSBES, INCLUDING THE M/W/DSBE PARTICIPATION AND WORKFORCE COMMITMENTS FORM, BECOME PART OF AND AN EXHIBIT TO THIS PLAN.

C. DHCD will review the M/W/DSBE Participation and Workforce Commitments Form for the purpose of determining whether Best and Good Faith Efforts have been made. DHCD reserves the right to request further documentation and/or clarifying information at any time during the construction and development of the Project.

D. IF PURCHASER, ITS PARTICIPANTS OR ANY SUBSEQUENT DEVELOPER MAKES ANY CHANGES IN CONTRACTS THAT HAVE BEEN REVIEWED BY DHCD UNDER THE PLAN, OR IF PURCHASER AT THE TIME OF CLOSING HAS NOT YET IDENTIFIED CONTRACTS ENTERED INTO FOR THE DEVELOPMENT OF THE PROJECT, THEN PURCHASER, ITS PARTICIPANTS OR ANY SUBSEQUENT DEVELOPER SHALL HAVE THE OBLIGATION TO INFORM DHCD OF ANY CHANGES TO THE APPROVED PLAN AND SHALL USE BEST AND GOOD FAITH EFFORTS TO USE M/W/DSBES FOR ANY NEW CONTRACTS.

#### IV. Compliance and Monitoring of Best and Good Faith Efforts

A. A hard copy of this Plan, as certified below by OEO, shall be filed with the Chief Clerk of City Council within fifteen (15) days of Closing. The Plan shall be filed with:

Michael Decker, Chief Clerk of City Council  
Room 402 City Hall  
Philadelphia, Pennsylvania 19107

B. Purchaser and its participants agree to cooperate with DHCD in its compliance monitoring efforts, and to submit, upon the request of DHCD, documentation relative to their implementation of the Plan, including the items described below:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation; and
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- To the extent required by law, the Purchaser and its participants shall ensure that all its on-site contractors maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeypersons; these documents are subject to inspection by the City.

#### C. Prompt Payment of M/W/DSBEs

1. The Purchaser and its participants agree and shall cause all its contractors to ensure that all M/W/DSBEs participating in the Project receive payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance.

#### D. Oversight Process

1. For this Project, DHCD's Compliance Unit will implement the Oversight Process, as required by Section 17-1603(b) of The Philadelphia Code.  
DHCD

#### V. Remedies and Penalties for Non-Compliance





EXHIBIT E  
APPLICATION AND  
DEVELOPMENT SOURCES AND USES OF FUNDS STATEMENT

EXHIBIT F  
CERTIFICATE OF NON-INDEBTEDNESS

EXHIBIT G  
DEVELOPER'S STATEMENT OF TAX COMPLIANCE AND  
CLEARANCE

EXHIBIT H  
CAMPAIGN DISCLOSURE FORMS

EXHIBIT I  
PURCHASE AND DEVELOPMENT AGREEMENT  
**(DRAFT-SUBJECT TO CHANGE)**