

**HEADHOUSE RETAIL ASSOCIATES,
L.P. AND RT HEADHOUSE
DEVELOPMENT CORPORATION**

REQUEST FOR PROPOSALS

LEGAL SERVICES

FEBRUARY 13, 2019

Contract Opportunity for

Legal Services

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1. Introduction

HeadHouse Retail Associates, L.P. ("HHRA") and RT HeadHouse Development Corporation ("RTHHDC") invite competitive proposals from qualified, licensed and experienced attorneys and firms to provide legal representation for various legal matters with an emphasis on condominium law (each, an "Applicant", and together, the "Applicants"). HHRA is the owner of two commercial condominium units in a three condominium unit building. The condominium building is approximately 287,000 square feet. There are seven retail tenants.

All work contracted pursuant to this Request for Proposals ("RFP") will be directed by RTHHDC.

2. Scope of the Work

HHRA and RTHHDC seek professional services providers to assist in its work, or in the event of a conflict, to represent their interests. The contracting opportunity will entail providing legal services on behalf of the HHRA and/or RTHHDC by providing legal representation and advice regarding:

- 1) the preparation or review of leases and amendments to leases including but not limited to retail cart, kiosk or specialty/makers leases;
- 2) the preparation or review of amendments to the operating declaration of condominium (the "Declaration");
- 3) compliance with the Declaration and the Pennsylvania Uniform Condominium Act;
- 4) oversight of insurance claims and litigation, reviewing filings prepared by counsel assigned by insurance carrier, and providing discovery;
- 5) legal representation before Courts regarding leases, contract actions, enforcement actions, writ actions including evictions and executions and other litigation as may be required or requested;
- 6) revisions to operating agreement and bylaws, as needed;
- 7) the preparation or review of service agreements and construction contracts; and
- 8) other matters as may be required or requested.

Minimum Qualifications

Applicants proposing to work on these matters must be licensed and admitted to the bar in Pennsylvania or other appropriate jurisdictions and tribunals and have demonstrated expertise and experience in the types of matters requiring services. Applications of individual attorneys will be considered. Applicants that are part of law firms are welcome to apply, however, the attorney from the firm should submit, not the law firm, and be able to demonstrate past work experience in the types of matters referenced above. These matters are expected to involve substantial research, motion and discovery activity, as well as complicated litigation issues.

Standard Compensation Rates

For legal services, Applicants should state its hourly rate.

For some situations, work may be done on a flat fee basis, if HHRA and RTHHDC determine that this would be more cost effective.

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 13, 2019
Questions and/or Requests for Additional Information Due	February 27, 2019
Proposals Due	March 15, 2019
Applicant(s) Selected	March 22, 2019
Contract Executed	April 5, 2019

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

4. Proposal Requirements

Proposals must include:

- The names of individuals performing the work; briefly describe each individual's role, include a resume for each individual. Please provide an hourly rate.
- A statement that the Applicant is able to comply with the insurance requirements attached as Attachment "A."

5. Evaluation/Selection

HHRA and RTHHDC intend 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 HHRA and RTHHDC's contract terms and conditions which include – without limitation – indemnification requirements and insurance coverage in accordance with the requirements indicated in Attachment "A", and cost principles. The successful Applicant will execute a contract with HHRA and RTHHDC. HHRA and RTHHDC reserve the right not to award a contract as a result of this RFP, or to award a contract for part of this scope.

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

- Superior ability or capacity to meet particular requirements of this contract opportunity and needs of HHRA and RTHHDC.
- Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
- Compliance with HHRA and RTHHDC standards for contracting, such as indemnification.
- Competence and proven track record working with private sector and governments.
- Administrative and operational efficiency, requiring less HHRA and RTHHDC oversight and administration.
- Demonstrated ability to meet timelines and milestones.
- Special consideration will be given to Applicants who demonstrate experience and knowledge of Pennsylvania Uniform Condominium Act, leasing and litigation of claims for possession of real

estate, ejectments, and other reversionary interests, and writ actions including evictions and executions.

- Any other factors HHRA and RTHHDC 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 "A" with the proposal.

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) HHRA and RTHHDC may exercise in their sole discretion the following rights; and (iii) HHRA and RTHHDC 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 HHRA and RTHHDC determine that the proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if HHRA and RTHHDC determine 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 HHRA and RTHHDC;
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 HHRA and RTHHDC;
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 HHRA and RTHHDC; and
16. each Applicant agrees to indemnify, defend and hold harmless HHRA and RTHHDC from any and all losses, injuries, expenses, demands and claims against HHRA and/or RTHHDC 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 HHRA and RTHHDC 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 HHRA and RTHHDC no later than **March 15, 2019 at 4:00 p.m.** 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. HHRA and RTHHDC, in their sole and absolute discretion, retain the right to reject any proposal where: 1) Applicants or principals of Applicants are substantially similar or substantially related parties; or 2) HHRA and RTHHDC have determined that the Applicant has violated these conditions or the spirit of these conditions.

Applicants may hand deliver or send proposals via registered mail to:

Karanja Slaughter
1st Vice President
RT Headhouse Development Corporation
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Phone: 215-209-8627

Contact for Additional Information

All questions and requests for additional information should be directed in writing to Karanja Slaughter at karanja.slaughter@pra.phila.gov. Questions will only be accepted until **February 27, 2019**.

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

ATTACHMENT A

INSURANCE REQUIREMENTS

The individual or entity seeking to enter into a contract with HeadHouse Retail Associates, L.P. and RT HeadHouse Development Corporation (collectively, "**Owner**") or who is entering into a contract with such individual or entity (collectively, "**Contracting Party**") will procure and maintain during the entire period of the contract, the insurance described below. All coverages must be provided by an insurance company authorized to do business in the Commonwealth of Pennsylvania and with a minimum A.M. Best Rating of A- Class VIII. All insurance, except Professional Liability, must be written on an "Occurrence Basis" and not a "Claims-Made Basis."

The insurance policies must provide for at least thirty (30) days prior written notice to be given to Owner in the event that coverage is materially changed, cancelled or non-renewed or once any policy limits have been exhausted by fifty percent (50%). In the event of material change, cancellation or non-renewal of coverage(s), the Contracting Party must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period during the term of the contract.

The Contracting Party will provide Owner with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

- 1) Contracting Party's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by Owner;
- 2) includes coverage for ongoing operations and completed operations;
- 3) Owner and its officers, directors, employees and agents (collectively, the "**Additional Insured**") are named as additional insured on a primary and non-contributory basis on all of the insurance policies, except for workers' compensation and professional liability insurance policies, even for claims regarding their partial negligence;
- 4) includes a waiver of subrogation in favor of the Additional Insured;
- 5) coverage is applicable separately to each insured against whom a claim is made or suit is brought and there is no "Cross Liability" exclusion on the insurance policies that preclude coverage for suits or claims between the Contracting Party and Owner or between Owner and any other insured or additional insured under the insurance policies; and
- 6) no act or omission of Owner or its officers, directors, employees or agents will invalidate coverage.
- 7) Contracting Party shall not have a Self-Insured Retention ("**SIR**") on any policy greater than \$50,000, which is the responsibility of the Contracting Party. If Contracting Party's policy(ies) has a SIR exceeding this amount, approval must be received from Owner prior to starting work. In the event any policy includes an SIR, the Contracting Party is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).

Endorsement forms required include CG 20 01, CG 20 10 and CG 20 37 as published by the Insurance Services Office ("**ISO**") or on equivalent forms that are satisfactory to Owner.

A contract/work order number, property address or project reference must be identified on the Certificate of Insurance.

Certificates of Insurance must be addressed to: HeadHouse Retail Associates, L.P., 1234 Market Street, 16th floor, Philadelphia, PA 19107.

Owner reserves the right to request and obtain complete copies of the Contracting Party's insurance policies.

I. Insurance Review - Insurance requirements are subject to the periodic review Owner. Any failure, actual or alleged, on the part of Owner to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of Owner. Owner may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it. The amount of insurance provided in the required insurance coverages outlined below, shall not be construed to be a limitation of the liability on the part of the Contracting Party.

II. Without in any way affecting the indemnity obligations of the Contracting Party pursuant to its contract with Owner and in addition thereto, the insurance coverage required by all Contracting Parties is as follows:

- a. **Commercial General Liability**: The policy will include a "Cross Liability" endorsement, name Owner and its officers, directors, employees and agents as **Additional Insured** and include coverage for all operations performed by or on behalf of the Contracting Party for bodily injury and property damage arising out of:

Products and Completed Operations
Premises Operations and Mobile Equipment
Independent Contractors
Employees and Volunteers as Additional Insured
Elevators and/or Escalators (if applicable)
Blanket Contractual Liability (written and oral and must include liability for employee injury assumed under a contract as provided in the standard ISO policy form)
Snow and Ice Removal (if applicable)
No Amendment to the Definition of an "Insured Contract"
No Sexual Abuse and Molestation Exclusion
Broad Form Property Damage (including completed operations)
Coverage for Resulting Damage (Expanded Definition of Occurrence-Property Damage)
Explosion, Collapse and Underground Hazards
Personal Injury and Advertising Injury

- The following minimum limits will be provided:

\$1,000,000	Each Occurrence (combined single limit for bodily injury (including death) and property damage)
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate (other than Products/Completed Operations)
\$1,000,000	Products/Completed Operations Aggregate

- The General Aggregate Limit must apply on a Per Project basis.

b. **Workers' Compensation and Employer's Liability Insurance:** The Contracting Party will obtain a workers' compensation policy which provides benefits in accordance with the statutory requirements of the Commonwealth of Pennsylvania and includes "all states" coverage or at least coverage in all other states in which the Contracting Party performs work or through which the Contracting Party's employees travel. This policy will also include coverage for United States Longshoremen and Harbor Workers (if applicable) and employer's liability. The following minimum employer's liability limits will be provided:

\$100,000 Each Accident	Bodily Injury by Accident
\$100,000 Each Employee	Bodily Injury by Disease
\$500,000 Policy Limit	Bodily Injury by Disease

- Coverage should cover all individuals providing services on behalf of the Contracting Party.

c. **Automobile Liability Insurance:** The policy will name Owner and its officers, directors, employees and agents as **Additional Insured** and cover liability arising out of the use of all owned, non-owned and hired automobiles (or symbol 1 - Any Auto) with the following minimum coverages:

\$1,000,000	Per Occurrence (combined single limit for bodily injury (including death) and property damage)
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- Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)

d. **Excess/Umbrella Liability:** The policy will apply on a following form basis, including additional insured status, with a minimum limit of \$2,000,000 for each occurrence and the annual aggregate amount that will apply in excess of the commercial general liability, automobile liability, and employer's liability insurance policies.

e. **Professional Liability:** The minimum policy limit must be \$5,000,000 per claim and aggregate with a deductible not to exceed \$50,000. This insurance shall extend to the Contracting Party and its legal representatives in the event of death, dissolution or bankruptcy, and cover provided will cover all actual or alleged acts, errors and omissions arising out of the legal services rendered by the Contracting Party's agents, employees or any person for whom the Contracting Party is

responsible in the performances of the services under the contract as well as liability assumed under the contract. The retroactive date must be on or prior to the contract date. The Contracting Party will also obtain tail coverage or an extended reporting period or maintain its current coverage for occurrences happening during the performance of the contract for at least two (2) years after completion of the contract.

- f. **Cyber Liability or Security and Privacy Liability Insurance:** The policy will cover third party liability arising out of: (i) breach of privacy, inclusive of confidential and proprietary business information; (ii) intellectual property, copyright, trademark, trade secret, and/or patent infringements; (iii) Health Insurance Portability and Accountability Act violations; and/or (iv) other breaches of personally identifiable information, proprietary business information, and/or protected health information, that may arise from the Contracting Party's work under the contract. The limit of liability for each claim and the annual aggregate will be \$2,000,000 with a minimum sublimit of \$250,000 per occurrence for privacy breach notification and credit monitoring.