REQUEST FOR PROPOSALS (RFP)

SCHOOL ENTITY REAL ESTATE BROKERAGE SERVICES

For

Allentown School District

Responses Due by 2:00 pm, Friday, June 20, 2025

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REQUEST FOR PROPOSALS (RFP) for SCHOOL ENTITY REAL ESTATE BROKERAGE SERVICES

1. INTENT & BACKGROUND

The Allentown School District ("ASD") is soliciting proposals from qualified and licensed, commercial real estate brokerage firms to assist the Allentown School District (ASD) in identifying, evaluating, and acquiring a suitable property for a new school location that aligns with the organization's needs and strategic goals.

Our Mission: The mission of the Allentown School District is to meet the unique educational needs of each student by igniting their passion for learning and fostering an academic culture.

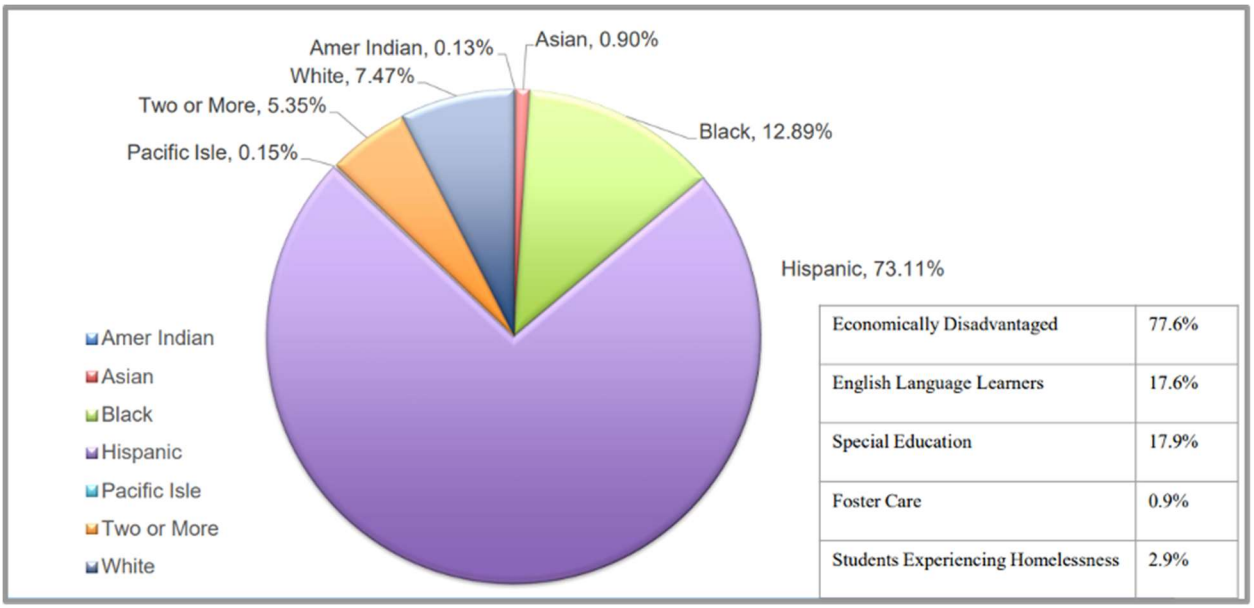
Our Vision: The Allentown School District envisions a learning community that increases student achievement by cultivating positive relationships, offering rigorous and meaningful curricula, and by empowering the Allentown community.

2. DEMOGRAPHICS

Allentown School District (ASD) serves approximately 17,000 pre-Kindergarten through Grade 12 students in 21 schools and three program sites. Allentown School District Virtual Campus services approximately 1000 students.

ASD has three high schools with approximately 3000, 1900, and 400 student enrollments. The four middle schools have approximate student populations of 960, 900, 830, and 670. Of our 14 elementary schools, with about 8,000 students in total, one is an early childhood center with pre-K and kindergarten only and approximately 270 students. The remaining elementary schools have 270 to 800 students enrolled, with an average population of 600. We have programs at three sites: an alternative school with a variable population of students from grades 6-12 and two language support programs at separate locations.

The Allentown School District student population is:



Economically Disadvantaged	77.6%
English Language Learners	17.6%
Special Education	17.9%
Foster Care	0.9%
Students Experiencing Homelessness	2.9%

3. QUALIFICATION REQUIREMENTS

In order to be considered, each RFP submitted in response to this request must contain evidence of the following:

A. Proven experience in educational or institutional real estate transactions.
B. Strong knowledge of the local market, including zoning and regulatory requirements.
C. Excellent negotiation skills and a track record of successful property acquisitions.
D. Strong network of industry contacts, including property owners, developers, and legal professionals.

4. SCOPE OF SERVICES

A. Market Analysis and Property Search:

a. Conduct a comprehensive market analysis to identify potential properties that meet the criteria set by ASD.
b. Develop a list of properties based on location, size, zoning, accessibility, and proximity to the target population.
c. Provide insights into market trends, property values, and potential investment returns.

B. Site Evaluation and Due Diligence:

a. Evaluate the suitability of listed properties, including a review of zoning laws, environmental factors, and infrastructure.
b. Coordinate and oversee property inspections, surveys, and assessments to determine the condition and potential challenges of each site.

c. Assess the potential for any necessary renovations or construction modifications to meet ASD's specifications.

C. Negotiation and Acquisition Support:

a. Represent ASD in negotiations with property owners, developers, and relevant stakeholders to secure favorable terms.
b. Assist in the preparation and submission of offers, letters of intent, and other necessary documentation.
c. Provide advice on financial considerations, including pricing, financing options, and budget management.

D. Transaction Management:

a. Manage the transaction process from initial negotiations through to closing, ensuring all legal, financial, and administrative requirements are met.
b. Coordinate with legal and financial advisors to ensure compliance with local, state, and federal regulations.
c. Facilitate communication between all parties to ensure a smooth and timely acquisition process.

E. Deliverables:

a. Comprehensive market analysis report and property shortlist.
b. Detailed evaluation reports for each shortlisted property.
c. Documentation and support for negotiation and acquisition process.
d. Final transaction report, including legal and financial documentation.

5. **TIME FRAME**

The select real estate brokerage firm will be expected to commence services on or about July, 28, 2025. Said services will remain in effect until such time a suitable property has been identified and the acquisition process has been completed.

6. **ASD TERMS**

a. Proposals will be date and time stamped upon receipt by ASD.
b. ASD reserves the right to waive minor technical defects in a proposal, reject all proposals, reject any part of the proposal, or advertise for new proposals, and to select the selected respondent determined to be in the best interests of ASD as determined in its sole discretion.
c. ASD reserves the right to design the evaluation criteria to be used in selecting the selected Respondent.
d. The ASD reserves the right to provide the final contract for mutual consideration and agreement.
e. Should any differences arise as to the meaning or intent of the specifications, ASD's decision is final and conclusive.

f. ASD reserves the right to reduce or increase the amount of services for the original request for proposal.
g. Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any agreement or contract may violate these laws, ordinances or policies. Any such portion of the agreement or contract that does violate these laws, ordinances and policies will be considered null and void.

7. **AWARD CRITERIA**

Proposals will be evaluated on the following criteria as determined by ASD:

A. Commission Structure *(ASD is not bound by the firm with the lowest fees. ASD reserve the right to negotiate fees with the selected firm)*;
B. Licensure, Key Personnel and Resources;
C. Commercial Real Estate Experience (specific to educational needs);
D. References;
E. Contract Terms; and,
F. Best Interest of ASD.

ASD proposal committee will be convened to review RFPs from qualified responders with proven track records in providing successful commercial real estate brokerage services specific to the qualification requirements stated herein.

Evaluation Criteria for Scoring School Entity Real Estate Brokerage Services

		1 Weak	2 Moderate	3 Strong
25%	Commission Structure			
25%	Commercial Real Estate Experience in a K-12 Educational Environment			
20%	Licensure, Key Personnel, and Resources			
15%	References			
15%	Contract Terms			

8. **FORM OF CONTRACT**

ASD intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of ASD. The amount will be based on fees the commercial real estate brokerage entity includes in its proposal, as modified if necessary, during negotiations. If your firm will be requiring ASD to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

9. INSTRUCTIONS FOR FIRMS

A. Submission and Deadline

a. All proposals must be submitted in hard copy form by submitting three (3) copies consisting of one (1) unbound proposal, two (2) bound proposals, and one (1) digital copy (flash drive) by 2:00 PM on June 20, 2025.

b. All proposals shall be submitted to Allentown School District, 31 South Penn Street, Allentown, PA 18105. **All proposals must be placed in a sealed envelope with your company name and "Proposal for School Entity Brokerage Services – Attention Mr. Ali Nastah, Director of Procurement" marked on the front of the envelope. Faxed and emailed proposals will not be accepted.**

c. Questions regarding this RFP may be directed to Ali Nastah, Director of Procurement, by email at nastaha@allentownsd.org by 2:00 PM on June 13, 2025. All questions and responses will be posted, via an addendum, at Bids and RFPs - Allentown School District, by June 17, 2025.

d. To allow sufficient time for the awarding process, proposals may not be withdrawn for a period of ninety (90) days from date of proposal opening.

e. Interviews of selected firms may be conducted on or after the week of July 7, 2025. Board action to accept the successful firm is expected to occur on or after July 24, 2025.

f. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration.

B. Submittal Sections

a. Respondent Cover Form – Respondents shall include as part of their submission the attached Cover Form. Said form shall precede the below referenced Letter of Interest.

b. Letter of Interest - Respondents shall submit a cover letter, addressed to the Supervisor of Facilities, signed by an authorized principal or agent of the firm, which provides an overview of the respondent's offer, as well as the name, title, and phone number of the person to whom ASD may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

c. Experience - Outline the company history, scope of services offered, size of firm and location. Please include an organizational chart that indicates the project's key personnel and their responsibilities; Provide for each of the key personnel that will be involved in the work background information on their related work experience, education, training and any other pertinent information that would demonstrate competence and experience specifically related to the sale and/or acquisition of school entity and/or commercial real estate.

d. References - A minimum of three (3) school entity client references is preferred, references should focus on the areas outlined in this RFP. The

client references should include the name of the organization, address, telephone number, individual contact person, contact person e-mail address, the dates services were performed, a description of the services provided. Please also include a list of any public school clients and/or Intermediate Units who may have terminated services in the last three years.

e. **Project Budget -** Please provide the total cost of brokerage services, including but not limited to the commission rate that the firm will require on purchase, sale or lease of the property.

f. **Litigation History -** List all litigation in the last five (5) years, filed against the respondent firm or firm's employees. With respect to each matter of litigation; state whether the action is pending or finalized. Regarding actions which have finalized through final judgment or settlement, provide the terms of said judgment or settlement.

10. GENERAL REQUIREMENTS AND CONDITIONS

A. Insurance

a. Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 per occurrence, $2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

b. Professional Liability Insurance including errors and omissions with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Any changes to the firm's policy or carrier from year to year will include "Full Prior Acts" coverage.

c. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to ASD. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by ASD's Business Administrator/Chief Financial Officer.

d. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the firm by virtue of its promise to hold ASD harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraphs 9.A.a and 9.A.b herein, the firm shall be liable to, or for the benefit of, ASD for the excess.

e. Insurance requirements and coverage may be reviewed from time to time during the term of this contract and all extensions and renewals hereof. The firm agrees to comply with any and all reasonable insurance requirements or modifications made by ASD's Chief Financial Officer.

f. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The firm agrees that such default may be cured by procurement of insurance on behalf of firm, at the firm's expense, at ASD's option.

B. **Hold Harmless** - In addition to its obligation to provide insurance as specified above, the firm, their consultants, agents and assigns shall indemnify and hold harmless ASD Board

of School Directors including but not limited to, its elected officials, its officers, and agents from any and all claims made against ASD including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the firm during the firm's performance of its Agreement. ASD agrees to give the firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

C. **Conflict of Interest** - Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing ASD.
D. **Principals/Collusions -** By Submission of a proposal, the firm does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.
E. **Affirmative Action/EEO Statement -** As a condition of doing business with ASD, the firm must comply with all Federal laws, state statutes and executive orders pertaining to nondiscrimination. All respondents, as part of their submission, must complete and submit the attached Affirmative Action Statement/Equal Employment Opportunity Statement.
F. **Alternatives and Exceptions** - Only slight additions or changes would be expected to be negotiated with the successful firm in order to resolve any variances between the proposal and the final contract. The firm may submit alternate proposals or take exceptions to this RFP which deviate from the RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and ASD is not bound to accept them if it determines that they are not in the best interest of ASD.
G. **Additional Information and Revisions to Proposal -** Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals. All proposals for services and related materials become the property of Allentown School District. ASD is not obligated to accept any proposal or negotiate with any respondent. All proposals are subject to final approval by ASD Board of School Directors who reserve the right to reject any or all proposals and/or parts of proposals in their sole discretion. All costs directly or indirectly related to responding to this RFP including all costs incurred in supplementary documentation, information, presentation, or attending interviews with ASD will be borne by the proposer.
H. **Termination** - This contract may be canceled or terminated by ASD Board of School Directors.

END OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP) for

COMMERCIAL REAL ESTATE BROKERAGE SERVICES
RESPONDENT COVER FORM

Respondent (Please Complete Below)

Contact Name: _____

Business Name: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

PROPOSAL DUE: 2:00 PM ON JUNE 20, 2025

To: Potential Commercial Real Estate Brokerage Firms Submitting Proposals to Provide Commercial Real Estate Brokerage Services

From: Ali Nastah, Director of Procurement

Re: Affirmative Action Statement/EEO

The Allentown School District (ASD) is an Equal Employment Opportunity Employer. ASD does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status or disability (in compliance with the Americans with Disability Act).

In order to have your firm be eligible for consideration under this RFP, please complete and return the following Statement of Policy verifying that your law firm is also an Equal Employment Opportunity Employer.

Equal Employment Opportunity Employer

_____ is an Equal Employment Opportunity Employer and does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status or disability (in compliance with the Americans with Disability Act).

In addition, the firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and the Civil Rights Statutes in the Commonwealth of Pennsylvania and at the federal level.

_____	_____
Date	Signed (Name/Title of Officer)
_____	_____
Telephone	Street Address
_____	_____
Email Address	City/State/Zip Code