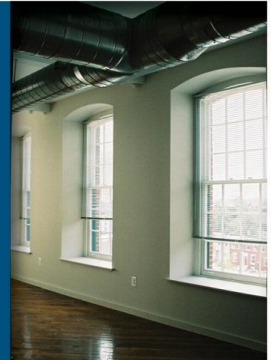




Philadelphia
Redevelopment
Authority



Request for Proposals (RFP)

Logan Triangle Grounds Maintenance
June 8, 2018

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Attachments:

- A. Philadelphia Tax Status Certification and Conflict of Interest Form
- B. Campaign Disclosure Forms
- C. Insurance Requirements



Application Process

The Philadelphia Redevelopment Authority ("PRA") is pleased to issue this Request for Proposals ("RFP") for landscape companies to maintain the Logan Triangle site.

Submission Deadline

Applicants must submit proposals no later than **July 9, 2018** at 3:00 PM; absolutely no proposals will be accepted after that time.

Pre-Bid Meeting/Intention to Submit

All applicants wishing to submit a response to this RFP must either:

1. Attend the pre-bid meeting at PRA's offices (1234 Market Street, 16th Floor) at 10:00 A.M. on **June 21, 2018**;
2. Submit an Expression of Interest form ("EOI form") located in the Resources section of the RFP webpage in hard copy or by email to karanja.slaughter@pra.phila.gov **June 21, 2018**.

The names and contact information for all attendees at the pre-bid meeting and those who submitted an EOI form will be posted on PRA's website as public information within a few days of the pre-bid meeting.

Questions/Requests for Additional Information

PRA will accept questions and requests for additional information directed in writing to RFP@pra.phila.gov from through 3 PM on **June 25, 2018**. Questions, responses, and additional information will be posted on the PRA website within seven (7) business days of the pre-bid meeting.

Related Parties

Applicants (i.e. individuals, organizations, and businesses) may submit only one response to this RFP. Individuals or businesses that are legally related to each other or to a common entity may not submit separate proposals. The PRA and City, in their sole and absolute discretion, retains the right to reject any proposal where:

1. Applicants or principals of applicants are substantially similar or substantially related parties; or;
2. The PRA and City has determined that the applicant has violated these conditions or the spirit of these conditions.

Submission Process

Proposal submission will only be accepted in either of the following:

1. Online Submission – via the electronic portal on PRA's website (<http://www.philadelphiaredevelopmentauthority.org/>); or
2. Hard Copy Submission – Submit 3 original copies of the proposal and one electronic copy on a USB Flash Drive to the PRA via hand delivery or registered mail. Files on the USB Flash Drive may only be in Microsoft Word or Adobe PDF. Applicants may hand deliver or send proposals via registered mail to:



Karanja Slaughter
Executive Office
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107

Disqualification

Bids will be disqualified if:

1. They are submitted after the specified deadline;
2. They are submitted by some means other than the two formats listed above. For electronic submissions, the PRA website portal is the only means that will be accepted. Submissions sent via email, Dropbox or other electronic venues will be disqualified;
3. If the bid package is incomplete.

Bid Price

The PRA will award this project to the proposal determined to be the most responsive based on the criteria explained below. Bid price is one of these criteria, though the project will not necessarily be awarded to the lowest bidder.

Schedule

The timeline for this opportunity is as follows:

Event	Date
RFP posted	June 8, 2018
Pre-Bid Meeting/Intention to Submit due	June 21, 2018
Questions and requests for additional information due within two (2) business days of the pre-bid meeting	June 25, 2018
Proposals due	July 9, 2018 at 3PM
Respondent selected (Estimate)	July 30, 2018

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



Project Description

The Philadelphia Redevelopment Authority ("PRA") invites competitive proposals from qualified landscape companies to maintain various parcels of PRA properties.

Scope of Work

The PRA is currently seeking qualified bidders for a Land Maintenance Services contract (the "Contract"). The services in the Contract will include: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor (the "Services"). Bulk trash cleanup will be provided by PRA or the City.

The contractor shall be responsible for the satisfactory and complete execution of the Services in accordance with the true intent of the specifications. He/she shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.

The Contract will be for a term of one year with options to renew the Contract for two (2) successive one-year renewal terms to be exercised at the sole discretion of the PRA.

Inspection of Location

Before submitting a bid, bidders shall be held to examine the location specified herein where work is to be performed, and become satisfied as to the existing conditions under which a contractor will be obliged to operate, that may affect the work under this contract. No allowances shall be made in this connection on behalf of the bidder and/or contract, for any negligence on their part.

Insurance Requirements

Insurance is a requirement for this engagement in accordance with Attachment C. No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received.

ALL INSURANCE MUST MEET THE FOLLOWING REQUIREMENTS:

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated "A" or better by AM Best
- The certificate holder must be the Philadelphia Redevelopment Authority, and specifically named as an additional insured on the certificate in the "Description of Operations section"
- Certificate must be signed by an authorized representative of the insurance company/carrier

Change and/or Contract Modifications

The PRA reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

Price adjustments due to any of the foregoing changes shall be based on a prorated basis based on this bid/contract. Prices for extra work requested during this contract which are not part of this contract will be negotiated at the time of occurrence.



Changes of any nature after contract award, which reflects an increase or decrease in requirements of cost, shall require a written change order request to be issued by the PRA.

Laws, Ordinances and Regulations

The contractor shall keep himself/herself fully informed and comply with all local, state, and federal laws, ordinances, and regulations.

- a. PERMITS AND LICENSES. Any permit, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor.
- b. INDUSTRY RULES AND CODES. All work shall be done in compliance with the applicable rules of the industry which shall be considered as included in these specifications, shall comply with all local and state codes, and be approved by the PRA prior to use.

Protection of Property

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the work is being performed. If any damage is done to "off target" plant material, the plant or plants shall be replaced with an approved specimen at no cost to the PRA.

Time and Progress

It is understood and agreed that "time is of the essence," in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence as to complete any work required under the contract within the shortest reasonable period of time. Contractor must have equipment and personnel capable of finishing designated scheduled location within five (5) business days.

Equipment and Materials, Inspection and Liability

The Contractor shall submit with his/her bid a list of equipment to be utilized that will demonstrate the Contractor's capability to successfully perform the services required on the items bid. The PRA reserves the right to inspect the contractor's facilities and equipment to determine its capabilities. The PRA reserves the right to request documentation to show evidence of the bidder's operational, managerial, equipment and financial capabilities prior to award.

Vendor Responsibility

Contractor may perform only services as authorized in the contract and only after receipt of a proceed order.

Contractor may only perform services at the prices quoted in the contract and/or in an amended contract (a change to a contract is issued whenever the items, unit price, total amount, or terms and conditions change from the original contract)

Contractors may perform services up to the dollar limit of the contract and for the period shown on the contract. Contractors are requested to carefully monitor obligations against the contract and inform the PRA of anticipated funding shortfalls.



Should services be performed that are not specifically incorporated and priced into the contract, and/or delivered without written proceed order the PRA shall have no obligation for payment.

For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of contract expiration.

Performance of services may occur following contract expiration, so long as the order was placed prior to the contract expiration date.

Contractor must provide in writing a detailed and agreed upon schedule at the start of each mowing season. This schedule must be received prior to the commencement of work. Changes to the schedule require PRA approval. No work will begin until the above conditions are met.

Safety Equipment, Proper Clothing, and Appearance

All personnel working on grounds shall be responsible for wearing safety equipment as per M.I.O.S.H.A. and M.D.A. requirements and proper clothing such as long sleeve shirts, long pants, rubber gloves, and boots. All personnel shall maintain a clean and neat appearance.

Accidents

Any accidents on the premises shall be reported immediately to the PRA.

Technical Specifications: Mowing

Six (6) Cycles - Bi-weekly trips July through September, one trip in October.

- A. Grass shall not be allowed to reach a height of five (5) inches or more, and shall be mowed to the minimum height of two (2) inches.
- B. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.
- C. All mowing, trimming and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.
- D. Equipment and supplies may not be stored overnight or for extended periods of time on PRA property.
- E. Grass shall not be mowed when wet.
- F. No mowing is to be done on Saturdays or Sundays, unless approval is obtained from the Administrator. If approved, Saturday work will be billed at the awarded per acre price, exclusive of any additional expenses incurred by the contractor, including regular pay and overtime. All scheduled work will be performed during normal working hours - 7:00 am - 5:00 pm - Monday through Friday unless approved by the PRA Administrator. No mowing will be allowed on the following Holidays:



Martin Luther King Day
Independence Day
President's Day
Labor Day

Memorial Day
Christmas
Columbus Day
Thanksgiving

Good Friday
New Year's Day
Veteran's Day

- G. Clippings shall be removed if visible after mowing and removed at contractor's expense. No clippings shall be disposed of in City or PRA dumpsters or on City or PRA property.
- H. All clippings shall be removed from all neighboring properties, sidewalks and roadways.
- I. Areas to be mowed will be approximate designated area on enclosed maps.

Grass Trimming

Trim grass around fixed objects and trees. Extreme care shall be used to prevent damage to fixed objects and trees.

Edging

Edge along all walks and curb areas every second mowing. Edging shall be no wider than 1/2 inch from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb area and disposed of at contractor's expense. No edging shall be disposed of in City or PRA dumpsters or on City or PRA property.

Method of Payment

The completed work will be paid for at the contract unit price for the following contract items, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete the work described therein.

The contractor shall furnish an invoice in duplicate, for services rendered for each application period for their labor and equipment. The billing shall reference the appropriate contract number and shall contain, if applicable, adjustments for additions, deletions or change in service. The PRA will pay the billed monthly amount in accordance with bid rate. Payments may be delayed up to 30 days after submittal of bill.

The contractor shall hold harmless and indemnify the PRA and all of its officers, agents and employees against all claims for damages to public or private property and for injuries to persons arising out of and during the project and to the completion of the work. The undersigned, as bidder, declares that he/she has familiarized him/herself with the location of the proposed work and the conditions under which it must be constructed. The bidder has also carefully examined the documents and specifications, which he/she understands and accepts as sufficient for the purpose of completing said work.

The agreement is the only agreement between the parties. The parties have not agreed either verbally or written to any other terms or conditions not contained in this document.

Location

The PRA owned property known as "Logan Triangle" is approximately 36 acres. It is bounded by 11th Street to the west, Loudon Street to the north, W Wingohocking to the south and Roosevelt Boulevard and N Marshall Street to the east.



Site Map



Proposal Submission Requirements

1. Cover letter. Please provide a cover letter no more than two (2) pages in length specifying the name of your firm, name of key individual(s) involved, the cost proposed for Services during the first year and for each of the two (2) successive one-year renewal terms, and whether your firm is a certified M/W/DBE and/or a local business entity (LBE).
2. Description of vendor's operational, managerial, equipment and financial capabilities, no more than two (2) pages in length.
3. Detailed plan of mobilization, detailed cost estimate and timeline, no more than two (2) pages in length.
 - a. Mobilization should include your approach to Project Delivery. Describe your approach to providing the services; also indicate estimated number of employees and their planned tasks with durations.
 - b. Cost estimate should include per acre price as well as material, labor and equipment costs.
4. Describe past experience with providing similar services for comparable size locations with the City of Philadelphia or other public/governmental agencies, no more than one (1) page in length.
5. Economic Inclusion. Please provide a narrative describing applicant's past performance in engaging certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE) in subcontracting and in procuring goods and services. In



addition please describe the applicant's past performance in hiring local, diverse workforce, both in-house and with subcontractors. The entire section should be no more than one (1) page in length.

6. Please provide a narrative describing applicant's past performance with hiring and training local workforce, and plan for hiring and training local workforce on this project, no more than one (1) page in length.
7. Completed forms identified in Request for Proposal.

Evaluation & Selection

PRA intends to award this contract 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. The PRA will initially review the proposals to determine compliance with the Proposal Submission Requirements. Only proposals that comply with these requirements will be considered for evaluation. If no proposal meets these requirements, the PRA may allow all respondents to supplement their submissions to conform to these requirements.

PRA will evaluate respondents based on the following factors:

- | | |
|--|-----------|
| - Qualifications and relevant experience | 25 points |
| - Proposed approach and strategies | 25 points |
| - Organizational capacity | 20 points |
| - Budget and cost proposal | 15 points |
| - Economic inclusion | 10 points |
| - Local subcontracting and hiring | 5 points |

Events of Disqualification or Default

Subsequent to the selection of a firm, and before execution of an Agreement, the PRA may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected respondent;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the 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 the Request for Proposals, or subsequent thereto. For the purposes of this section, the PRA places particular importance on the information required by the Respondent's Statement of Qualifications and Financial Responsibility and the Respondent's Statement for Public Disclosure;
5. Failure to provide in a timely manner the additional material required after selection throughout the PRA disposition process.

Upon the happening of an event of disqualification or default by the Respondent, PRA 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 and Other Information

Economic Inclusion

The PRA strongly encourages and promotes the employment of qualified MWDBE firms in all aspects of its procurement of goods and services. If applicant is a Certified MWDBE; please submit information to confirm Certification as part of bid proposal.

Tax Clearance and Conflict of Interest Form

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

Campaign Contribution Disclosure Forms

Please complete the applicable disclosure forms (Attachment B) and submit with your proposal.

Insurance Requirements

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

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

1. to reject any and all proposals;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new proposals;
6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in



- selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
13. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
 14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
 15. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PRA; and
 16. each Applicant agrees to indemnify, protect and hold harmless the PRA from any and all losses, injuries, expenses, demands and claims against the PRA 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 PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

The Authority is under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the Authority to Applicant or the project. In no event shall the Authority be responsible for any cost, expense or fee incurred by or on behalf of Applicant in connection with the RFP. Applicant shall be solely responsible for all such costs, expenses and fees.

NOTICE: The PRA 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. Documents provided in response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.

