

NORTH BROAD RENAISSANCE

REQUEST FOR PROPOSALS

Maintenance Services for North Poles

I. INTRODUCTION

North Broad Renaissance (“NBR”) is soliciting proposals from qualified contractors to maintain lighting poles (the “North Poles”) on a certain portion of North Broad Street in the City of Philadelphia (the “City”).

II NBR GENERAL OBJECTIVES AND INFORMATION

NBR is a nonprofit corporation that was founded in 2015 out of a concern and desire of Council President Darrell Clarke to give more attention and support to North Broad Street. More specifically, there is a great need to support and oversee community revitalization along the North Broad corridor. As a result, the organization was created and is now organized to serve like a special service district in order to address the needs of the North Broad Street community from Germantown Avenue to City Hall. In partnership with community stakeholders, NBR plans to revitalize the community, create business and cultural opportunities, and improve the economic power and overall quality of life along one of Philadelphia’s most prominent corridors - North Broad Street.

Through the City’s Department of Commerce (“Commerce”), NBR receives substantial grants which fund most of NBR’s programs and day-to-day activities.

III REQUIREMENTS

A. Services Required

NBR is soliciting responses from qualified contractors to maintain the North Poles by performing services which include, but are not limited to, the following:

Light Upgrades

- Order upgraded LED strip lights and ballasts for the North Poles in accordance with the lighting plan established by lighting designer Bohlin Cywinski Jackson (the “Lighting Plan”).
- Install light upgrades to the North Pole light masts in accordance with the Lighting Plan.

Ongoing Maintenance

- Maintain architectural light masts, conduits, wiring, junction boxes, electrical service connections, and related appurtenances.

- Adjust lighting colors, intensity levels and direction or location as needed.
- Annual structural inspections of each light mast conducted by qualified inspectors.
- Order replacement parts and equipment as requested by the City.

Emergency Repairs

- Repair or replace the mast poles, electrical equipment, foundations, median curbs, medial pavement and all other related appurtenances.
- Provide emergency electrical services to correct problems within 24 to 48 hours.
- Order replacement parts and equipment as requested by the City.

General Maintenance and Protection of Traffic

- Obtain all necessary street opening/closure permits and establish work zone (“MPTs”) in accordance with PennDOT Pub 213 and all other relevant federal, state and local laws, regulations, codes and rules.

B. Compensation – Respondents must state the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee for which the requested maintenance work will be completed.

C. Term – All proposals must be received by NBR no later than 4:00 on Wednesday, January 31, 2017. **All proposals must be emailed to stthomas@northbroad.org.**

D. General

1. Applicants must be able to demonstrate familiarity with governmental/quasi governmental/for-profit and not-for-profit agencies.
2. Any questions regarding the North Poles and/or this RFP shall be directed, by email only, no later than January 20, 2017, to:

Shalimar Thomas
 Executive Director
 North Broad Renaissance
 Email: stthomas@northbroad.org

3. Shalimar Thomas will be available to meet to discuss this RFP and answer questions about the North Poles on the dates listed below.
 - January 17 from 2 p.m. to 4 p.m.
 - January 18 from 2 p.m. to 4 p.m.
 - January 19 from 2 p.m. to 4 p.m.
4. These meetings can be scheduled by emailing info@northbroad.org and will take place at North Pole #1 located in front of the School District of Philadelphia (between Spring Garden and Callowhill Streets).
5. NBR reserves the right to:

- a.) Reject any and all responses received as a result of this RFP, or to negotiate separately with some or all competing applicants for all or part of the services described.
- b.) Waive minor errors or irregularities in the responses that are submitted.
- c.) Cancel or amend this RFP for any reason at its sole discretion.

IV DIVERSITY

NBR strongly encourages and promotes cooperation and utilization of qualified Minority Business Enterprises (“MBE”) and Women Business Enterprises (“WBE”) in all aspects of its procurement of goods and services. All applicants are required to state specifically and unequivocally how they intend to engage MBE’s and WBE’s in their proposal if work is being solicited and cannot be performed in house. Responses to this RFP must also contain a brief profile of those firms and/or individuals who may be assigned to the project if applicable. NBR strongly encourages minority, female and/or disabled firm participation in this proposal at a minimal level of 25% of the entire scope and fee quoted.

V PROPOSAL CONTENT

- A. To merit consideration the applicant(s) must submit a complete response to this RFP in the format provided herein. Proposal must be received prior to the deadline emailed to:

Shalimar Thomas
Executive Director
North Broad Renaissance
stthomas@northbroad.org

- B. To simplify the review process and obtain the maximum degree of comparison, NBR requests that the proposal be organized in the following manner:

- 1. Title Page:

State the full name and address of the individual or organization, address, telephone number, and name of the contact person. The same information must also be provided for any individual(s) designed to assist and/or perform any aspect of the services required.

2. Table of Contents: Include a clear outline of the material by section and page number.
3. Letter of Transmittals – Limit of one or two pages:
 - a. Briefly state the understanding of work to be done and applicant(s) approach to render the services described herein.
 - b. State the required hourly and any other fees, charges and costs attendant with the provision of maintenance services.
4. Profile:
 - a. A copy of applicants' resume.
 - b. Describe the range of activities and services that can be provided to meet the requirements of this RFP.
5. MBE/WBE participation details.
6. Any other documentation or information that is pertinent but not specifically requested herein.

C. Proposal Deadline - All proposals must be received by NBR no later than 4:00 p.m. on Wednesday, November 30, 2016.

VI EVALUATION OF PROPOSALS

Submitted proposal will initially be evaluated on the basis of the material submitted. Finalists will be selected and notified by no later than February 6, 2017. Further evaluation will take place, which may include an oral presentation on February 10, 2017. The following criteria will be used to evaluate each proposal:

- A. Qualifications and experience of the person(s) and/or firm to perform services;
- B. Organization and utilization of the “team” that will perform the services, as well as the responsiveness of the applicant(s);
- C. Quality, clarity and completeness of the written proposal;
- D. Financial capability;
- E. MBE/WBE participation; and

F. Compensation

VII SELECTION AND CONTRACT

- A. Upon completion of the review and evaluation process and obtaining all necessary internal approvals, an agreement will be prepared and sent to the selected applicant(s). The selected applicant(s) must be willing to abide by NBR's agreement. Failure of the selected applicant to execute the agreement within five business (5) days may result in the withdrawal of the selection. In such event another applicant may be tendered and agreement or all submissions rejected and new proposals may or may not be solicited.
- B. In the event a contract is awarded, the applicant(s) shall procure and maintain during the life of the agreement, General Liability, Automotive Liability and Workers Compensation and Employers Liability Insurance in the amounts prescribed by the City of Philadelphia.

NBR and the City of Philadelphia must be carried as additional insureds on all liability policies, except the Workers Compensation and Employers Liability Insurance.

- C. The selected applicant(s) shall agree to indemnify, protect and hold harmless NBR and the City from any and all losses, expenses, demands and claims against NBR and the City alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of work by the selected applicant(s) or any subcontractor employed by the applicant(s), or any of their officers, agents or employees. The applicant(s) hereby agrees that this agreement to indemnify and hold harmless shall not be limited to the limits of the liability insurance, if any, required under this agreement.
- D. NBR shall have the right to terminate any agreement made hereunder for its convenience by giving notice of its selection to do so and by specifying the effective date of such termination. In such event, NBR will pay for services rendered through the effective date of such termination. Notwithstanding the above, provided a contract is awarded, NBR has the right to terminate the agreement for the failure of the applicant(s) to fulfill its obligations under the agreement. If the contract is so terminated, the applicant(s) shall be paid only for work satisfactorily completed.

VIII MISCELLANEOUS

- A. NBR, in its sole discretion, reserves the right to reject any and all proposals and is not bound to adopt any proposal that is contrary to the best interest of NBR.

- B. NBR reserves and may exercise the right to accept or reject any and all proposals and to re-issue this RFP at any time prior to execution of a final contract; issue a new RFP with terms and conditions substantially different from those set forth herein; extend the time period for responding to this RFP; or cancel this RFP with or without another notice of RFP. In addition, NBR reserves and may exercise the following rights and options with respect to this selection process:
 - a. request supplementation, clarification, confirmation or modification to or of any information in the submission;
 - b. supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more applicants for negotiation, and to cancel this RFP with or without issuing another RFP;
 - c. request supplements to proposals based on the review of all proposals;
 - d. negotiate any aspect of the proposal, including price;
 - e. conduct personal interviews with applicants to assess compliance with the selection criteria;
 - f. terminate any negotiations at any time;
 - g. accept or reject at any time prior to the execution of a contract, all submissions and/or to withdraw this RFP without notice;
 - h. expressly waive any defect or technicality in any proposal;
 - i. solicit new proposals;
 - j. rescind a selection prior to contract execution if NBR determines in its sole discretion that the proposal does not conform to the specifications of this RFP; and/or
 - k. rescind a selection prior to contract execution if NBR determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of the applicant was not in conformity with law or with the legal obligations of NBR.

By submitting a proposal in response to RFP, an applicant affirmatively indicates acceptance of the terms and conditions of this RFP.

- C. Any selected applicant(s), and their directors, officers, employees, agents and representatives, shall perform services for NBR as an independent contractor under any agreement between the parties and not as an employee of NBR. They shall acknowledge that any such agreement shall not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. In addition, they shall not be authorized to enter into or commit NBR to any agreements, and they shall not represent themselves as the agents or legal representatives of NBR. Further, any selected applicant(s) shall not be entitled to participate in any of NBR's benefits, including without limitation any health or retirement plans, and they shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in any professional services agreement entered into between the parties. NBR shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of any selected applicant(s) or any other person consulted or employed by them in performing services under any professional services agreement entered into between the parties. All such costs shall be the responsibility of the selected applicant(s).

- D. Subcontracting of any portion of the required maintenance services, except as disclosed in the response to the RFP, shall not be permitted without the prior written approval of NBR.