

SSA #61 D/B/A  
DOWNTOWN HYDE PARK  
CHICAGO

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DOWNTOWN HYDE PARK CHICAGO 1511 East 53rd Street



April 22, 2016

SSA #61 RFP, Two Year Period May 10, 2016 to May 10, 2017

Power washing: Request for Proposal (RFP) 2016-2017

The South East Chicago Commission service provider for SSA#61 as part of our vibrancy and corridor development efforts is issuing this RFP to secure a contractor to conduct sidewalk and viaduct cleaning. There will be power washing of at least 5.0 miles of sidewalks:

**Logistics Spring Cleaning:**

Within the SSA # 61 footprint and map Lake Park 53rd-55th Pl. on West Sidewalk 55th St. Harper to Hyde Park Blvd. on the North 55th St. Harper to Cornell on the South 55th to 54th Pl Harper on East 53rd St. North Side Hyde Park Blvd. to Woodlawn up to alley return on Hyde Pk. Blvd., Harper, Blackstone, Dorchester, and Woodlawn. 53rd St. South Side Cornell to Kimbark up to alley return on Harper, Blackstone, and Dorchester. South Lake Park Ave. 53rd St. to 54th St. both sides.

**Logistics Fall Cleaning:**

55th St. Harper to Hyde Park Blvd. on the North 55th St. Harper to Cornell on the South 53rd St. North Side Hyde Park to Woodlawn 53rd St. South Side Cornell to Kimbark .

**Viaducts:**

Viaducts on 53<sup>rd</sup> street and 55<sup>th</sup> street are to be cleaned in the Spring and Fall

**Activities and Guidelines:**

1. The annual cleaning will take place during the period between, May and October 2016 and 2017. The Contractor (conducting Power washing) shall at its own expense acquire all required permits from the City of Chicago.
2. The contractor is responsible for coordinating with the City of Chicago, Streets and Sanitation, the Alderman's office and Fire Department to secure letters of support, parking restriction postings and all needed equipment to operate fire hydrants.



3. The Contractor is to work with the SSA to insure that timely notification of the businesses in the affected areas occurs.
4. The Contractors work will be reviewed and result feedback will be provided by the staff Service Provider
5. The Contractor shall provide a written report identifying dates and location started and completed within two weeks of completion to the SSA.

### **Equipment and Method**

Vendor will clean sidewalks by removing all gum with 3500 psi 220-degree hot water pressure, scrub concrete with Concrete Scrubber, and followed by a thorough rinse with 3000 psi cold water pressure.

All water will be from city of Chicago with meter from hydrant. Vendor. will pay meter cost. Vendor will perform all cleaning between the hours of seven a.m. and six p.m. Vendor will take all precautions to work around pedestrian traffic and stop cleaning process till traffic passes.

### **Mandatory Online Application Requirements**

The respondent must apply online in order to be eligible for award of the posted non-competitively bid contract opportunity, proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have electronically submitted your proposals to [ereaves@secc-chicago.org](mailto:ereaves@secc-chicago.org). The disclosure forms as well as a proposal or any other response document required should be included in the consultant's proposal. See Appendix A for disclosure forms.

### **Evaluation of Proposals**

Proposals will be evaluated by a small team of marketing and event professionals organized by the SSA. Proposals will be analyzed based on cost, experience, plan strategy, capacity, staffing qualifications.

### **Selection Criteria for Respondent**

The successful respondents will be selected based on the following criteria:



- Cost
  - Cost-effectiveness, cost-efficiency, proposed savings, expense reduction
  - Price, fee caps and other cost control measures
- Experience
  - Specialized experience
  - Documented prior experience in handling project(s) of similar size and scope
- Proposed plan of action/strategy/solution for Department project(s)
  - Utilization of most efficient methodology
  - Innovativeness of solution
  - Utilization of best practices
  - Ability to meet project deadlines under proposed solution/project plan
  - Staffing model
- Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
  - Technical, administrative, financial capacity
  - Specific licensure requirements for organization/businesses
- Expressed willingness to comply with City and/or department standards for contracting (e.g., indemnification, nondiscrimination)
- Vendor profile
  - For-profit versus non-profit status if relevant
  - Business integrity and reputation in the industry relevant to the vendor or area of work
  - Shared commitment, with SSA, to achieving the inclusion of Minority, Women and Disabled Business in all phases of this event.
- Superior prior experience, as confirmed by references
- Superior skill and reputation, including timeliness and demonstrable results, as confirmed by references;
- Superior qualifications of Project Team members, as confirmed by degrees, licenses, publications, training and/or accreditations;



- Administrative and operational efficiency, requiring less SSA oversight and administration, as confirmed by references; and
- Meets qualification requirements as set forth in the RFP

**A. Organization Employee Conflict Provision**

No proposal shall be from, or contract awarded to, an SECC or SSA employee, Downtown Hyde Park Experience Series Committee Member or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

**B. Proposer Restricted**

No respondent may be a party to or have an interest in more than one Proposal submitted pursuant to this RFP.

**C. Proposal Binding**

By signing and submitting its proposal, each respondent agrees that the contents of its proposal are available for establishment or final contractual obligations for a minimum of 180 calendar days from the application deadline for this RFP. A respondent's refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the Corporation Contract or respondent's proposal may, in the SSAHP's sole discretion result in rejection of respondent's proposal or termination of any negotiations with the respondent.

**A. Procurement Schedule**

RFP Release Date	April 22, 2016
Questions due regarding RFP	April 26, 2016
Answers provided via email	April 28, 2016
RFP Submission	April 30, 2016 by 12 am cst.
Selection of Finalist(s)*	May 2, 2016
Contract Negotiation	May 10, 2016

*\*Interviews may be required as part of the review and selection process. Only a portion of the respondents will be asked to participate in interviews*

**B. Questions relating to the RFP**

All questions concerning this RFP must be submitted in writing via email to [ereaves@secc-chicago.org](mailto:ereaves@secc-chicago.org)

No later than April 26, 2016 (4 PM CST). The SSA will provide written responses to the submitted questions no later than April 28, 2016 (5 PM). These responses will be emailed to all respondents for the RFP in question. Oral responses by the



SSA employee or agent of the SSA are not binding and shall not in any way be considered as a commitment by the SSAHP.

**C. Revisions to the RFP**

The SECC reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on [www.secc-chicago.org](http://www.secc-chicago.org) website with the original RFP Details. It is the respondent's responsibility to check the [www.downtownhydeparkchicago.com](http://www.downtownhydeparkchicago.com)

Website frequently to determine whether additional information has been released.

**D. Interviews/Presentations**

Interviews may be required as part of the review and selection process. Only a portion of the respondents will be asked to participate in interviews.

**E. Inclusion/Responsiveness**

Provisions of this RFP and the contents of the successful proposal are considered available for establishment of final contractual obligations for a minimum period of 30 days following the proposal submission.

**F. Contact Term**

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate no later than one year after commencement. Up to three (3) additional one-year term extensions may be granted, at the sole option of the SSA

**G. Sponsorship**

The respondent is encouraged to solicit local, national, public and private sponsorship of the festival. An equity share split of sponsorship dollars with the respondent will be developed during the execution process of the contract with the respondent.

*Here forth the South East- Chicago Commission SECC is referred to as the "Corporation" representing the Downtown Hyde Park Chicago*

**H. Contract Requirements**

These requirements are in addition to the terms and conditions set for in the attached form of agreement. The successful respondent shall agree to the following:



### **1. Non-in debt Clause**

Respondent hereby certifies and represents that Respondent and Respondent's parents company(ies) and subsidiary(ies) are not currently in debt to the, SECC and will not, if awarded the Agreement, at any time during the term of the Agreement (including any extensions or renewals thereof) be in debt to the SECC. In addition to any other rights or remedies available to the SECC at law or in equity, the successful Respondent acknowledges that any breach or failure to conform to this certification may, at the option of the SECC, result in the withholding of payments otherwise due to the successful Respondent under the Agreement and, if such breach or failure is not resolved to the SECC's satisfaction within a reasonable time frame specified by the SECC in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Respondent shall be liable for all excess costs and other damages resulting from the termination).

The successful Respondent shall require all sub-consultants performing work in connection with the Agreement to be bound by the following provision and the successful Respondent shall cooperate fully with the SECC in exercising the rights and remedies described below or otherwise available at law or in equity.

### **2. Insurance**

Unless otherwise specified, the successful respondent shall, at its sole cost and expense, procure and maintain or cause to be produced and maintained, in full force and effect throughout the term of the Agreement, the types and minimum limits of insurance specified in Appendix A.

All insurance shall be procured from reputable insurers authorized to do business in the States of Indiana or Illinois. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis unless stated otherwise. At least thirty (30) days prior



written notice must be given to the SECC in the event coverage is materially changed, cancelled or non-renewed.

The successful Respondent will provide Certificates of Insurance evidencing the required coverage. The certificate of insurance must specifically reference the Corporation contract number for which they are being submitted and shall be submitted to the Responsible Person and the SECC's Risk Manager (1511 East 53<sup>rd</sup> Street Chicago IL 60615) at least ten (10) days before work is begun and at least ten (10) days before each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Corporation, but under no circumstances shall Respondent actually begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. The Corporation reserves the right to require any time upon ten (10) days prior written notice to the Respondent. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Respondent to the Corporation or to limit Respondent's liability under the Contract to the limits of the policies of insurance required to be maintained by Respondent hereunder"

### **3. Indemnification**

The successful Respondent shall indemnify, defend and hold harmless the Corporation, its officers, employees and agents, from and against any and all loses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Respondent's act of omission or negligence or fault or the act of omission or fault of the Respondent's agents, subcontractors, independent contractors, suppliers, employees or servants in connection with the Contract that may result from this RFP. This includes, but is not limited to, adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any





breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

By applying for a notice of contract opportunity, the Respondent understands and agrees to this reservation of rights.

**I. Corporation's Reservation of Rights in Connection with the Notice of Contract Opportunity Process**

The Corporation reserves and may exercise any one of more of the following rights and options with respect to its notice of contract opportunity process:

1. To reject any and all proposals and to reissue a notice of contract opportunity at any time prior to the execution of a final contract'
2. To issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
3. To issue a new notice of contact opportunity with terms and conditions that are the same or similar to those set forth in a previous notice of contract opportunity in order to obtain additional proposals;
4. To extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or,
5. To cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

**II. Proposal Selection Process and Corporation's Reservation of Rights in Connection with Selection of Proposal(s) for Review**

The Corporation reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1. To reject any proposal if, in the Corporation's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the Corporation to reject the proposal;
2. To supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award or one or more Respondents for negotiation;



3. To reject the proposal of any Respondent that, in the Corporation's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Corporation, is financially, or technically incapable or is otherwise not a responsible Respondent;
4. To reject as informal or non-responsive, any proposal which, in the Corporation's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;
5. To wave any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the Corporation's sole judgment, material to the proposal;
6. To permit or reject, at the Corporation's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some of all of the Respondents following proposal submission and before contract award and/or contract execution.

**III. Proposal Evaluation Process and Corporation's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation**

Proposals, which the Corporation determines in its sole discretion, are responsive to a notice of contract opportunity, will be reviewed and evaluated by the Corporation. The Corporation reserves the right to request Respondents to make one or more presentations to the Corporation at the Corporation's offices at Respondent's sole cost and expense, addressing Respondents' ability to achieve the objectives of the notice of contract opportunity. The Corporation further reserves the right to conduct on-site investigations of the Respondents' facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.

The Corporation reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the Corporation may require,



at any time prior to execution of a final contract. The Corporation may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the Corporation shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the Corporation, in its sole discretion, determines that doing so is in the Corporation's best interest. The Corporation may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Corporation's best interest to do so.

In the event negotiations with any Respondent(s) are not satisfactory to the Corporation, the Corporation reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the notice of contract opportunity in order to solicit new Respondents. The Corporation reserves the right not to enter into any contract with any Respondent, with or without re-issuance of a notice of contract opportunity, if the Corporation determines that such is in the Corporation's best interest.

#### **IV. Confidentiality and Public Disclosure**

The successful Respondent shall treat all information obtained from the Corporation, which is not general available to the public as confidential and/or proprietary to the Corporation. The successful Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Respondent agrees to indemnify and hold harmless the Corporation, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Respondent or any person acquiring such information, directly or indirectly, from the successful Respondent.



By submission of a proposal, Respondents acknowledge and agree that the Corporation, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the Corporation's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.

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