



REQUEST FOR PROPOSALS:

2019 SPRING/SUMMER/FALL LANDSCAPE MAINTENANCE

1. OVERVIEW

The Exchange Place Alliance (hereafter the EPA), is soliciting quotes for Spring, Summer, and Fall clean up and planting of specific assets in need. Respondents are invited to submit proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP). **A site inspection is required of each respondent prior to submission of proposal.** Please schedule a site visit either by calling (201) 232-1406 or emailing rachel@exchangeplacealliance.com.

2. PROPOSAL AND SELECTION PROCESS

Proposals must be sent via email or mail to the EPA no later than the close of business (5:00PM) on February 28th, 2019.

Elizabeth Cain, Executive Director
Exchange Place Alliance Special Improvement District
200 Hudson Street, Suite 801
Jersey City, NJ 07311

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and

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3. SELECTION PROCESS

The EPA will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The EPA may request such additional material as it deems necessary to assist the EPA in making an informed decision in the best interest of the EPA. The EPA will award the contract to the qualified respondent whose proposal it determines to be most advantageous to the EPA. The EPA reserves the right to award the contract to other than the respondent offering the lowest overall cost and the right to award the contract based on the initial submission without further discussion. The EPA further reserves the right to reject all proposals, to postpone and/or cancel this RFP.

The EPA shall not pay any costs incurred by any respondent in responding to this RFP. The review or selection of a proposal will create no legal submission or equitable rights in favor of a respondent, including without limitation, rights of enforcement or reimbursement. Failure by the EPA to select a respondent, or to enter into a contract with a respondent once selected as a result of this RFP, will not create any liability on the part of the EPA or any of its members, officers, employees, agents, consultants, or other respondents. Submission of a proposal by a respondent shall constitute a waiver by such respondent of any claim or cause of action against any of the a forenamed for

any costs incurred or for any matters arising in connection with the EPA's review of the proposal.

4. SCOPE OF WORK

The intent is to beautify, develop, and maintain a landscaping program that encompasses the **spring, summer, and fall months** up until the first frost. A budget-conscious yet creative, consistent, and longevity-oriented array of plantings is requested. The contractor will weed, plant, and generally beautify and maintain the areas described below. Included in the contractor's pricing should be the **ongoing maintenance costs** (including watering, upkeep etc.) and **cost to cleanup** planting programs at the beginning of December 2019. A mix of perennial and annual plantings is recommended. Additionally, the contractor should be prepared for **community engagement**, with the possibility of coordinating, along with EPA staff, with volunteer groups around the neighborhood.

A.) Operational Requirements

The Board of Directors, EPA's Executive Director or Director of Operations, or their designated representatives may reject any personnel provided by the contractor at any time. The contractor shall assume complete responsibility for insuring that performance by its employees meets the needs and standards established by the EPA.

B.) Equipment and Uniforms

The contractor shall supply all equipment needed to provide the services described herein. All personnel assigned to the district are expected to maintain a neat and clean appearance with proper uniform attire.

C.) Target Areas

The area of coverage is outlined in the site pictures and map in §21-22 and described below:

Northern District

- 1) Weed abatement on Greene Street between Bay and 2nd Streets
- 2) Weed abatement on Bay Street between Greene and Washington Streets
- 3) Planting and maintenance on the median on Washington Street between 2nd and 4th Street
- 4) Planting and maintenance on Montgomery Street between Hudson Street and Marin Boulevard
- 5) Weed abatement at Triangle Park on the outsides of the fence

Exchange Place and Eastern Waterfront Walkway

- 6) Planting and maintenance of the three raised tree planters directly north of the Exchange Place PATH station

- 7) Planting and maintenance in seven raised tree planters directly south of the Exchange Place PATH station
- 8) Planting and maintenance of eight raised planter beds on J. Owen Grundy Pier
- 9) Planting and maintenance of six tree pits on the Hudson Riverfront Walkway between Exchange Place Plaza and York Street
- 10) Planting and maintenance of six concrete planters at the foot of York Street
- 11) Planting and maintenance of five concrete planters at the foot of Grand Street
- 12) Planting and maintenance of three concrete planters at the foot of Sussex Street
- 13) Weed abatement on Greene Street between Grand and Sussex Streets.

Southern District and Southern Waterfront Walkway

- 14) Planting and maintenance of the six concrete planters at the corner of Washington and Dudley Streets
- 15) Planting and maintenance of the southern foot of Washington Street, directly south of the Korean War Memorial

5. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

The EPA reserves the right to make reasonable changes in the general scope of the work and changing or adding locations to serve ongoing needs. Any such changes will be directed in writing. If the EPA directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

6. TERM

The contract shall extend from the first thaw in spring 2019, when it is possible to commence work, to the first frost of winter 2019.

7. FIRM PRICE AND TAXES

Unless specifically provided elsewhere in the contract, the price agreed upon by the contractor and the EPA for the stated services shall be the confirmed price delivered in writing and will not be subject to change. The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the contractor. The contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New Jersey, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, or other compensation paid to employees engaged upon or in connection with the work to be performed.

8. ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and assign, by power of attorney or otherwise,

any of the monies due or to become due under the contract without the express written consent of the EPA.

9. SUBCONTRACTING

The contractors shall not subcontract all or any portion of the performance to be rendered under the contract without the express prior written approval of the EPA. The contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

10. INDEMNIFICATION

The contractor agrees to indemnify and hold the City of Jersey City, the EPA and agents, officers, employees and volunteers of these entities harmless from any and all claims, damage, loss, judgments or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the contractor, its agents, employees, contractors, subcontractors, or permittees in connection with the contract. The contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death, that may occur to said employees due to the negligence, fault, or default of the contractor. The contractor shall also require such indemnification from its contractors, subcontractors, and permittees.

11. WARRANTIES AND COVENANTS

The contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice. The contractor further warrants that such services shall comply with all requirements of federal, state and local laws and regulations including, without limitation, the Occupational Safety and Health Act of 1970. The contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the District. In addition, the contractor agrees to provide only workers who are legally authorized to work inside the United States.

12. PERMITS

The contractor shall be responsible for obtaining permits, if required by the City, for any work to be performed. The EPA shall be provided with a copy of any permits prior to commencing work under the contract.

13. INSURANCE

- A.) Throughout the term of the contract, the contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect General Liability

Insurance in amounts no less than \$2,000,000 for each occurrence involving injury and/or property damage. The contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving injury and/or property damage. The EPA, the City of Jersey City and their respective directors, officers, trustees, agents and employees shall be named as additional insureds on all such policies, and the contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

- B.) During the performance of the work covered by this agreement, the contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation with employer's liability of no less than \$500,000 per accident, covering all aspects of its performance under the contract.
- C.) All insurance policies entered into by the contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until the EPA has had 30 days written notice of such change or cancellation.
- D.) The contractor shall procure and deliver to the EPA, the City of Jersey City certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.
- E.) If it is determined that additional insurance is properly required, the contractor shall obtain such additional insurance as requested.

14. INDEPENDENT CONTRACTOR AND LICENSEE

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of the contract, neither the contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting on as agents, servants or employees of the EPA, the City, or any Member or Officer of the EPA by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the EPA, the City or any of their officers, agents, or employees pursuant to the contract, but shall be deemed to be independent contractors performing services for the EPA, the City or the contractor, as the case may be, without power or authority to bind the City and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the contract.

15. TERMINATION AND CANCELLATION

The contract is subject to cancellation by either party for cause (i.e. material failure to perform) upon 20 days written notice, and the EPA may cancel without cause with 30 days written notice. In the event of such cancellation, payment to the contractor shall be adjusted on a pro rata basis or refunded to the EPA on a pro rata basis, as applicable.

16. NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

17. CLAIMS OR ACTIONS

The contractor shall look solely to the funds appropriated by the EPA for the contract for the satisfaction of any claim or cause of action the contractor may have against the EPA in connection with the contract or the failure of the EPA to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the EPA or the contractor shall have any personal liability in connection with the contract or any failure of the EPA or the contractor to perform their obligations thereunder. The contractor agrees that no action against the EPA in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after the termination of the contract, or the cause for said action takes place, whichever occurs earlier. The parties agree that any claims by or against the City arising under the contract or related thereto shall be governed by the same venue provisions as those enumerated in the EPA contract with the City.

18. COMPLIANCE WITH LAWS

- A.) The contractor shall comply with all applicable federal, state and local laws, executive orders, regulations and rules, including, but not limited to, affirmative action and equal employment opportunity.
- B.) The contractor shall hold harmless and indemnify the EPA from any fines, penalties and expenses which the EPA may suffer by reason of the breach or non-observance by the contractor of its obligations under §18A of this RFP.

19. PAYMENT SCHEDULE

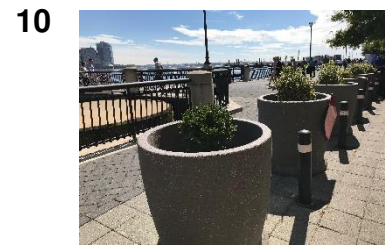
Payments shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice.

20. BUDGET

The contractor shall provide a budget-conscious and conservative proposal to the EPA.

21. SITE PICTURES

See below for numbered pictures of the sites. Numbers correspond to the sites in §4C.



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22. MAP

Exchange Place Alliance

