

**REQUEST FOR PROPOSALS**

**Visual and Performing Arts and After School Delivered to the City of Philadelphia  
Parks and Recreation**

**Issued by:**

The Philadelphia City Fund

On behalf of The City of Philadelphia, Parks and Recreation

Questions about this RFP should be submitted to [cityfund@phila.gov](mailto:cityfund@phila.gov) and  
[patrick.morgan@phila.gov](mailto:patrick.morgan@phila.gov) by February 21, 2023

Proposals must be received no later than 3 PM Philadelphia, PA, local time on February 28,  
2023. A pdf version of the proposal must be emailed to: [cityfund@phila.gov](mailto:cityfund@phila.gov) and  
[Patrick.morgan@phila.gov](mailto:Patrick.morgan@phila.gov)

## **SECTION I – INTRODUCTION**

### **A. Statement of Purpose**

The Philadelphia City Fund (“PCF”, formerly The Mayor’s Fund for Philadelphia), on behalf of Philadelphia Parks & Recreation (PPR), is seeking consultants to assess, analyze, and offer planning supports around two of PPR’s key core program areas. As part of its strategic plan, PPR is working to strengthen its core program areas and seeks consultants with expertise in community arts and after school/out-of-school time programming for an approximate 6-month engagement starting in early 2023. The core deliverable will be an implementation plan with key recommendations and budget for both arts and after school programming in PPR’s system. PPR is open to one consultant with the expertise to support both projects, however we encourage proposals from groups and individuals with preference for arts or after school/out-of-school time only.

### **B. Department Overview**

Philadelphia Parks & Recreation connects the city’s residents to the natural world, to each other, and to fun physical and social opportunities. We manage historically significant Philadelphia events and special venues, and we work with communities and organizations, leading capital projects and introducing creative programming.

Philadelphia’s large, diverse parks and recreation system provides something for everyone. Listed below are some of facilities and programs we’re responsible for:

- 300+ neighborhood parks, rec centers, and playgrounds
- 166 miles of trails and 40 historic sites
- 60 community gardens, farms, and orchards
- 3 environmental education centers
- 600+ baseball, softball, football, and soccer fields
- 74 pools
- 400+ basketball and 200+ tennis courts
- 5 ice skating rinks
- 5 golf courses
- 25 public computer centers

### **C. Project Background**

In February 2017, Philadelphia Parks & Recreation (PPR) initiated a planning process that produced Our Path to 2020: an ambitious and achievable strategic plan to guide the department’s work and meet the needs and aspirations of our constituents in an equitable and sustainable way.

Built on a foundation of inclusive organizational engagement, purposeful research, expansive information-gathering, and thoughtful development of goals, objectives, strategies, and action steps, Our Path to 2020 is a comprehensive and tactical plan with clear pathways to implementation and outcomes.

This plan and the process of developing it not only strengthen PPR’s ability to operate as a single and aligned entity, but positions it to more effectively serve and continuously engage communities across the entire city while supporting efficient and high-quality stewardship of its built and natural assets.

As a living, actionable, real-time document, Our Path to 2020 establishes a renewed vision for parks and recreation in Philadelphia and sets in motion a powerful trajectory toward an equitable and exceptional parks and recreation system that connects people to each other, to enriching experiences, and to the natural world.

Goal 2 of PPR’s plan is “Strengthening Our Core.” With this goal, we seek to provide high quality programs that are relevant and accessible to all communities. Key objectives for PPR include 1) Redefining program standards, and 2) Infuse innovation and collaboration into program delivery. To date, PPR has defined its “Standards for Program Quality” through a collaborative process with staff and in 2023 we will begin the work of piloting measuring and monitoring performance against new standards. In addition, PPR staff have defined it 8 Core Program Areas as well as detailed current offerings in each area.

Based on the success of the process and plan of PPR’s system-wide inclusion plan (*Rec for All: Creating a Pathway for an Inclusive Recreation System for Philadelphians of All Abilities*) launched in early 2022, PPR would like to engage consultants/content matter experts in early 2023 to support intensive assessment and planning for two of its largest Core Program Areas: Out-of-School Time and Visual, Creative and Performing Arts.

**Please visit this link to read PPR’s strategic plan:** please see attached

**Please visit this link to read PPR’s inclusion plan:**

[https://www.phila.gov/media/20220315155039/Rec-For-All\\_PPR-Inclusion-Plan.pdf](https://www.phila.gov/media/20220315155039/Rec-For-All_PPR-Inclusion-Plan.pdf)

#### **D. General Disclaimer**

This RFP does not commit the Fund or the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the Fund and the City and are for the sole and exclusive benefit of the Fund/City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the Fund/City and may be subject to public disclosure by the Fund/City, or any authorized agent of the Fund/City.

### **SECTION II – PROPOSED SERVICES**

#### **A. Scope of Work**

The core deliverable will be an implementation plan with key recommendations and budget for both arts and after school programming in PPR’s system. PPR is open to one consultant with the expertise to support both projects, however we encourage proposals from groups and individuals with preference for arts or after school/out-of-school time only.

Project activities toward the final program plan deliverable include:

- Review current offerings (general) in each core program area
- Assess and document current offerings by neighborhoods/program areas
- Conduct can of arts and after school programming offerings in other recreation systems
- Conduct scan of local community arts programs/partners/offerings/after school in Philadelphia (what is out there already and who can we partner with?) culminating in a business analysis of the local area
- Interview staff implementing and managing arts and/or afterschool programs
- Interview stakeholders (youth and adult participants) in arts and after school programs
- Review key internal system documents including PPR Quality Program Standards, PPR Core Program areas, Rec for All- PPR's inclusion plan, etc.
- Offer key system recommendations and blueprint to strengthen visual and performing arts and after school programs at PPR (practice, programs, and structures)
- Detail pathway for arts and/or afterschool programs to be more inclusive and culturally relevant (race, gender, age) with a focus on relevant arts programs for youth and young adults (healing centered and career-connected)
- Detail marketing and engagement strategies for arts and/or after school programs
- Create implementation plan and budget for arts and/or afterschool programs

**Proposals must include the following:**

- Statement of understanding re: the scope and impact of this proposed project for PPR and the City of Philadelphia;
- Description of the individual's or organization's expertise with program assessment and planning work within a large system, as well as their expertise and understanding of arts education and/or after school programming.
- Detailed explanation of how the individual or organization will work with PPR and its staff in a thoughtful way to execute the activities listed above and arrive at plan that is informed by and vetted with staff;
- Statement of the individual's or organization's commitment to DEI, and how it will support the proposed assessment and planning process through a DEI-informed perspective;
- List and biographies of key personnel that will be supporting this project;
- Budget for this six-month engagement;
- Three professional references from similar projects

## **B. Services and Tangible Work Products**

### **i. Tangible Work Products**

PPR requires completion and delivery of the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose

additional or revised tangible work products, but should explain why each is necessary to achieve the project objectives.

**Product 1: PPR Visual, Creative, and Performing Arts Plan:** formatted report that includes a summary of findings from the key activities detailed above including recommendations, marketing plan, and budget.

**Product 2: PPR After School Plan:** formatted report that includes a summary of findings from the key activities detailed above including recommendations, marketing plan, and budget.

**ii. Payment schedule based on work products**

Task	Details
Sign Contract March 2023	50% of contract paid at signing: March 2023
Delivery of plan(s) in November 2023	Remaining balance paid: December 2023

**C. Milestones and Timeline**

PPR anticipates the work for this project will begin on or around 3/1/2023. Applicants should provide a timelines that address the key activities of this project.

The Fund and PPR reserve the right to condition payments on the satisfactory completion of the specified milestones, tasks, services and/or work products listed above. In addition to describing how each proposed milestone will be accomplished, the scope of work proposed by Applicant should identify the milestones the Applicant proposes as payment milestones and the amount it proposes for each milestone payment. Applicants may propose alternative means of payment, but should explain their reasons for the alternative and how it will facilitate completion of the work.

**Sample Chart**

Task	Start Date	Completion Date	Milestone Description

The Fund anticipates that the work required under this RFP will be completed by October 30, 2023.

## **D. Budget**

Estimated Budget for the project is not to exceed: \$80,000

## **SECTION III – GENERAL TERMS**

Philadelphia City Fund serves as a Fiscal Sponsor for projects and programs administered by The City of Philadelphia (the City) and City-Related Agencies in support of the City's core priorities. The Fund is responsible for implementing procedures that honor Chapter 17-1400 of the Philadelphia Code.

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Philadelphia and the Philadelphia City Fund.

For this contract opportunity, the City Fund has agreed to act as the "Fiscal Sponsor" for the City of Philadelphia Parks and Recreation in order to facilitate Visual and Performing Arts After School on the City's behalf. The contract or contracts resulting from this RFP will be held between PCF and the selected applicant(s).

What follows are contractual terms the chosen applicant will be expected to agree to. By submitting a proposal in response to this RFP, the applicant acknowledges and agrees to be bound by these terms unless otherwise noted in the applicant's proposals. The applicant may suggest alternative language to the following terms, and at the Fund's sole discretion, negotiation may be possible to accommodate an applicant's requested changes during the contracting phase.

### **A. Insurance Requirements**

The standard minimum insurance policy requirements to be maintained by Vendor of PCF are listed below. Vendor must maintain:

1. Workers' compensation (or similar) insurance as required by the jurisdiction where the Services are performed
2. Commercial general liability insurance (including products liability, completed operations and contractual liability coverage) with minimum limits applicable to bodily injury and property damage of \$1,000,000 per occurrence, and \$2,000,000, and containing a waiver of subrogation against The Fund
3. Excess or umbrella insurance with minimum limits of \$1,000,000 per each occurrence and containing a waiver of subrogation against The Fund
4. Errors and omissions insurance with minimum limits of \$1,000,000 combined single limit

Such policies must (a) be in Vendor's name unless agreed upon in writing by The Fund, (b) include The Fund and its employees as additional insureds, (c) not have a deductible exceeding \$25,000 per claim, and (d) be placed with insurers reasonably acceptable to The Fund, having a Best's rating of no less than "A-". These minimum insurance amounts are not to be construed as limiting a Contractor's right to obtain additional coverage and higher liability limits at Contractor's discretion. Contractor may be required to provide proof of insurance at the Fund's discretion.

### **B. Confidentiality**

Through performance of the Agreement resulting from this RFP, the selected Vendor may receive or have access to Confidential Information of The Fund and PPR which may include certain information concerning the Services and other information not generally known to the public. Vendor shall not disclose any Confidential Information it receives from The Fund and PPR to any person or entity except (a) employees or contractors of Vendor, and (b) Vendor's professional advisors who have a need-to-know such information, provided such professional advisors have agreed in writing to maintain the confidentiality of such information pursuant to confidentiality agreements containing confidentiality obligations that are not materially less restrictive than those contained in this Agreement, or such professional advisors are bound by law or codes of professional conduct to keep such matters confidential. Vendor shall inform such employees having access or exposure to Confidential Information of Vendor's obligations under this Agreement. Vendor shall use not less than the same degree of care (but no less than a reasonable degree of care) to avoid disclosure of such Confidential Information as Vendor uses for its own confidential information of like importance. Vendor shall use reasonable efforts to ensure that Confidential Information and all materials relating to The Fund and the PPR at the premises of Vendor or in the control of Vendor shall be stored at locations and under such conditions as to prevent the unauthorized disclosure of such information and materials. Vendor may not use the Confidential Information for any purpose other than for the performance of to the Services under this Agreement. This obligation shall survive the termination of this Agreement. Vendor shall return The Fund and the PPR's materials, if applicable, to The Fund promptly upon termination of this Agreement or earlier if requested by The Fund.

"Confidential Information" means all non-public information in whatever form transmitted, whether written, electronic, oral or otherwise, including without limitation business plans, specifications, design plans, drawings, software, data, prototypes and other business and technical information that is disclosed by The Fund and the PPR pursuant to this Agreement and that is marked as "confidential" or "proprietary" (or, if disclosed orally, designated as confidential upon disclosure) or which, under the circumstances surrounding disclosure, a reasonable person would deem as confidential. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is independently developed by Vendor or lawfully received by Vendor free of restriction from another source having the right to so furnish such information; (b) is or becomes generally available to the public without breach of this Confidentiality Agreement by Vendor; (c) at the time of disclosure, was known to Vendor free of restriction; or (d) is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction; provided however, that: (e) the Vendor shall use commercially reasonable efforts to notify The Fund and the PPR before disclosure, (f) Vendor shall disclose only such portion of the information as is legally required; and (g) the disclosed information is not "Confidential Information" only for the purpose of and to the extent of the required disclosure, and otherwise remains "Confidential Information" subject to the terms and conditions of this Agreement.

### **C. Representations, Warranties, and Covenants**

The selected Vendor represents, warrants and covenants that so long as the Agreement resulting from this RFP has not been terminated: (a) Vendor has full power and authority to enter into and perform its obligations under the Agreement; (b) entering into and performing its obligations under the Agreement (i) will not violate or breach any agreement binding on Vendor; and (ii) does not result in a conflict of interest between the Services or Works to be provided under the Agreement and Vendor's other activities. Vendor shall advise The Fund and the PPR of any conflict of interest that arises during the performance of

the Agreement. (c) the Services and Works will: (i) be created and originated by Vendor and may be conveyed to The Fund under the Agreement free and clear of claim of ownership by others; (ii) not violate or infringe any proprietary information, non-disclosure, copyright, patent or other intellectual property or contractual right; (iii) not violate any applicable law, rule or regulation; (iv) conform with the Agreement, be performed in a workmanlike and professional manner, be of high quality, and in no event, be of a quality less than the quality of services performed and work product created by a skilled consultant with expertise in the area for which Vendor is providing the Services; and (v) be free of errors and that all failures of the Services or Works furnished hereunder will be corrected to conform with the Agreement.

#### **D. Indemnification**

The selected Vendor shall indemnify, defend and hold The Fund and the PPR harmless from and against any damage, loss, liability, obligation, claim, litigation, demand, suit, judgment, cost or expense including, without limitation, reasonable attorneys' fees ("Claims") that may be made: (a) for bodily injury, death, or damage to real or tangible personal property, including theft, resulting from the acts or omissions of Vendor, its employees or agents; (b) in connection with Vendor's breach of its obligations under the Agreement; (c) by any third party alleging that the Services or Works violate any proprietary information, non-disclosure, copyright, patent or other intellectual property or contractual rights; and (d) in connection with Vendor's recklessness, gross negligence, willful misconduct, or violation of applicable law. The Fund and PPR may participate at its expense in any Claim, and The Fund and the PPR's prior written consent is required for settlement of any Claim.

Except for the indemnification covenants contained in the first paragraph of this Section, for which no cap shall be applicable, if Vendor has any other liability to The Fund and PPR's for any Claims, such liability shall in all cases whatsoever be limited to the greater of (e) any amount of insurance Vendor is required to carry as set forth in the Agreement, and (f) the total amount received by the Vendor for the Services under the Agreement.

### **SECTION IV – SUBMISSION REQUIREMENTS**

#### **A. Organization & Personnel Qualifications:**

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. The proposal must identify the applicant's qualifications by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal. Experience with "like" projects should be cited.

#### **B. Scope of Work Description:**

**Please see questions in section II A of this document. Please answer all of the questions in that section.** The scope of work proposed by Applicant should include a general project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Fund's authorization to proceed by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.



**C. Cost Proposal:**

Applicants must provide a detailed cost proposal, which must include 1) a line-item breakdown of the costs for specific services and work products proposed, and 2) a statement of staff hourly rates. The proposed price must include all costs that will be charged to the City for the services and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

**Total cost is not to exceed \$80,000 for both work products.**

**D. References:**

Include contact information for a minimum of (3) references who can speak to the applicant or firm's experience with similar types of work as that described in this RFP.

**E. Deadline for Submission:**

Proposals must be received no later than 3 PM Philadelphia, PA, local time on February 28, 2023. A pdf version of the proposal must be emailed to: [cityfund@phila.gov](mailto:cityfund@phila.gov) and [Patrick.morgan@phila.gov](mailto:Patrick.morgan@phila.gov)

**F. Proposal review and Selection Process:**

It is expected that proposals will be reviewed and a limited number of in person interviews could be held during the week of March 1<sup>st</sup> to 8<sup>th</sup>.

The successful candidate will be the person/firm who demonstrates the knowledge, experience and ability to perform the work effectively.