



Request for Proposals (RFP)

Logan Triangle Grounds Maintenance

April 8, 2021

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Attachments:

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

Application Process

PHDC, on behalf of the Philadelphia Redevelopment Authority ("PRA"), is pleased to issue this Request for Proposals ("RFP") seeking qualified landscape companies to maintain the Logan Triangle site.

Submission Deadline

Each applicant responding to this RFP (each, an "Applicant," and together, the "Applicants") must submit its response to the RFP ("Response") no later than **May 7, 2021** at 3:00 PM; absolutely no Response 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 a mandatory virtual pre-bid meeting on **April 23rd at 11:00 AM**. If you are interested in this RFP and plan to attend the pre-bid meeting, please email RFP@phdc.phila.gov with subject line "Grounds Maintenance" to receive the meeting details.
2. Submit an Expression of Interest by email to karanja.slaughter@phdc.phila.gov **April 23, 2021**.

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

Questions/Requests for Additional Information

PHDC will accept questions and requests for additional information directed in writing to RFP@phdc.phila.gov from through 3:00 PM on **April 27, 2021**. Questions, responses, and additional information will be posted on the PHDC 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 Responses. The PRA and PHDC, in their sole and absolute discretion, retain the right to reject any Response where:

1. Applicants or principals of Applicants are substantially similar or substantially related parties; or
2. PHDC and/or PRA has determined that the Applicant has violated these conditions or the spirit of these conditions.

Submission Process

Response submission will only be accepted if submitted by Online Submission – via the electronic portal on PHDC's website (<http://www.phdcphila.org/>). Emailed Responses will not be accepted.

Disqualification

Responses will be disqualified if:

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

Bid Price

PHDC will award this project to the Applicant/Response 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	April 8, 2021
Pre-Bid Meeting/Intention to Submit due	April 23, 2021
Questions and requests for additional information due within two (2) business days of the pre-bid meeting	April 27, 2021
Responses due	May 7, 2021 at 3PM
Applicant selected (Estimate)	May 21, 2021

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

Project Description

PHDC, on behalf of the PRA, invites competitive Responses from qualified landscape companies to maintain various PRA properties.

Scope of Work

PHDC, on behalf of the PRA, is currently seeking qualified bidders for a Land Maintenance Professional Services Agreement (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 PHDC or the City of Philadelphia (the "City").

The selected Applicant shall be responsible for the satisfactory and complete execution of the Services in accordance with the true intent of the specifications. The selected Applicant 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 (1) year with options to renew the Contract for two (2) successive one (1) year renewal terms to be exercised at the sole discretion of the PRA.

Inspection of Location

Before submitting a Response, it will be assumed by the PRA that all Applicants have examined the location specified herein where the Services are to be performed, and become satisfied as to the existing conditions under which Applicant will be obliged to operate, that may affect the work under the Contract. No allowances shall be made in this connection on behalf of the Applicant and/or the Contract for any negligence on their part.

Insurance Requirements

Insurance is a requirement for these Services 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 PRA, 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 Services, or make any changes necessary, at any time during the duration of the 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 Contract. Prices for extra work requested during the Contract which are not part of the Contract will be negotiated at the time of occurrence.

Changes of any nature after execution of the Contract, 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 selected Applicant shall keep himself/herself/itself 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 Services shall be obtained and paid for by the selected Applicant.

b. INDUSTRY RULES AND CODES. All Services 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 selected Applicant shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the area where the Services are 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 Services contemplated herein, and the selected Applicant agrees to perform the Services included in the Contract in conformity with the provisions set forth herein and to prosecute all Services with all due diligence as to complete any Services required under the Contract within the shortest reasonable period of time. The selected Applicant must have equipment and personnel capable of finishing designated scheduled location within five (5) business days.

Equipment and Materials, Inspection and Liability

Applicants shall submit with their bid a list of equipment to be utilized that will demonstrate the Applicant's capability to successfully perform the Services required. The PRA reserves the right to inspect the Applicant's facilities and equipment to determine its capabilities. The PRA reserves the right to request documentation to show evidence of the Applicant's operational, managerial, equipment and financial capabilities prior to award.

Vendor Responsibility

The selected Applicant may perform only services as authorized in the Contract and only after receipt of a proceed order.

The selected Applicant 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).

The selected Applicant may perform services up to the dollar limit of the Contract and for the term of the Contract. The selected Applicant will be 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, the selected Applicant 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.

The selected Applicant 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 the Services. Changes to the schedule require the PRA's prior approval. No Services 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

Thirteen (13) Cycles - Bi-weekly trips May 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 PRA. 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 PHDC Administrator. No mowing will be allowed on the following Holidays:

Martin Luther King Day	Memorial Day	Good Friday
Independence Day	Christmas	New Year's Day
President's Day	Columbus Day	Veteran's Day
Labor Day	Thanksgiving	

G. Clippings shall be removed if visible after mowing and removed at the selected Applicant'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 Services 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 Services described therein.

The selected Applicant 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 thirty (30) days after submittal of bill.

The selected Applicant shall hold harmless and indemnify the PRA, PHDC and all of their 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 Services. Applicants declare that he/she/it has familiarized him/herself/itself with the location of the proposed Services and the conditions under which such Services must be performed. Applicants have also carefully examined the documents and specifications, which he/she/it understands and accepts as sufficient for the purpose of completing said Services.

The Contract will be 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 RFP.

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



Response 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 Applicant'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 delivery of the Services. 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 this RFP.

Evaluation & Selection

PHDC, on behalf of PRA, intends to award this Contract to the Applicant 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. Priority will be given to Applicants that demonstrate a commitment to diversity and inclusion in their workforce, hiring, contracting, and business practices. PHDC/PRA will initially review the Responses to determine compliance with the Response Submission Requirements. Only Responses that comply with these requirements will be considered for evaluation. If no Response meets these requirements, PHDC/PRA may allow all Applicants to supplement their submissions to conform to these requirements.

In addition to any other factors that PRA considers relevant in the evaluation of these responses, the following are the evaluation factors:

- Complete response, presented in a professional manner
- Experience providing similar services on other relevant projects within a community context
- Track record of economic inclusion in contracting and workforce
- Proposal for this scope that includes economic inclusion in contracting and workforce
- Cost proposal

Events of Disqualification or Default

Subsequent to the selection of an Applicant, and before execution of the Contract, PHDC/PRA may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected Applicant;
2. Failure to proceed substantially in accordance with the Response as submitted;
3. Failure by the Applicant for any reason whatsoever to timely execute the Contract when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Response or subsequent thereto. For the purposes of this section, PHDC/PRA places particular importance on the information required by the Applicant'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 selection process.

Upon the happening of an event of disqualification or default by the Applicant, PHDC shall have the right, at its election, to:

1. Rescind its selection; or
2. Declare null and void a Contract that may already have been executed.

Declarations and Other Information

Economic Inclusion

PHDC/PRA strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If Applicant is a Certified MBE/WBE/DBE, please submit information to confirm Certification as part of Response.

Tax Clearance and Conflict of Interest Form

Applicants, upon request of PHDC/PRA, must provide evidence satisfactory to PHDC/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 Contract 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 Response.

Campaign Contribution Disclosure Forms

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

Insurance Requirements

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

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

1. to reject any and all Responses;
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 Responses;
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 Responses;
8. to negotiate any aspect of a Response, including price;
9. to terminate negotiations regarding any and all Responses at any time;
10. to expressly waive any defect or technicality in any Response;
11. to rescind a selection prior to Contract execution if PHDC/PRA determines that the Response does not conform to the specifications of this RFP;
12. to rescind a selection prior to Contract execution if PHDC/PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a Response was not in conformity with law or with the legal obligations of PHDC/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, PHDC and the City from any and all losses, injuries, expenses, demands and claims filed against the PRA, PHDC and/or the City and/or sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (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 Response. 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.

Neither PHDC nor the PRA are under any obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of PHDC or the PRA to Applicant or the project. In no event shall PHDC or the PRA 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: PHDC, PRA and/or the City reserve the right to disclose any information provided in your Response to this RFP to the public. Documents provided in your Response to this RFP may also be required to be disclosed by applicable law, including Pennsylvania's New Right to Know Law, subpoena and/or court order.