

# MEATPACKING DISTRICT

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## REQUEST FOR PROPOSALS

Meatpacking District Management Association

February 3, 2020

Landscaping Design and Maintenance Services

Term of Service:

July 1, 2020 – June 30, 2022

Request for Proposals Landscape Maintenance and Seasonal Planting Services  
for the Meatpacking BID Issued:  
February 2020

QUICK FACT SHEET

Summary of Services Needed	Supplemental landscaping services within the Meatpacking District
Issue Date	February 3 <sup>rd</sup> , 2020
Questions Due	February 15 <sup>th</sup> , 2020
Responses to Questions Distributed	February 21 <sup>st</sup> , 2020
Proposals Due	February 29, 2020
Respondent Contact	Evan Sweet, Operations Manager <a href="mailto:evan@meatpacking-district.com">evan@meatpacking-district.com</a>  Evan Sweet Meatpacking District Management Association 32 Gansevoort Street, 5 <sup>th</sup> Floor New York, NY, 10014
Selector of Contractor Announced	May 1, 2020: Contract awarded
Contract Commences	July 1 <sup>st</sup> , 2020
Term of Contract	2 Years
Option for Renewal	3 1-Year extensions

# Request for Proposal

## Supplemental Landscaping Services

### I. Overview

The Meatpacking District Management Association (MDMA or Meatpacking BID) seeks Proposals from independent Proposers to provide supplemental landscaping services within the Meatpacking District.

#### I.1 Term:

The period of the contract is expected to be July 1, 2020 through June 30, 2022 with three additional one-year options to be renewed by the MDMA commencing on July 1, 2022. During the first 90-days of the contract, a trial period will be in effect and termination of the contract can occur by either partner at will.

#### I.2 Schedule:

- February 3, 2020: RFP released
- February 15, 2020: Questions due to MDMA from applicant
- February 29, 2020: Proposal submission deadline
- March 2020: Select respondents scheduled for follow up interviews
- May 1, 2020: Contract awarded
- July 1, 2020: Contract commences

#### I.3 Format:

Proposals will only be accepted electronically. They should be formatted into one document and submitted to:

Jeffrey LeFrancois  
Executive Director  
Meatpacking District Management Association  
[Jeffrey@meatpacking-district.com](mailto:Jeffrey@meatpacking-district.com).

Submitted proposals must include:

- Statement of qualifications of Proposer indicating its ability to perform the services as outlined in this RFP;
- A detailed response and description of services to be provided in response to specific items addressed in this RFP;
- A comprehensive staffing plan and budget associated with these services that details the number of estimated staff to provide the services outlined in this RFP, and detailed expenditures such as hourly labor costs, equipment, and supplies;

- Written evidence that Proposers are New York City PASSPort-approved contractors. No contract may be awarded to a contractor who has not received PASSPort approval from the City of New York. Therefore, it is imperative that all Proposers submit completed PASSPort forms as part of the proposal;
- References – the names and locations of three (3) current, and to the extent possible, similar type clients/accounts with their respective contact persons;
- Representation by the Proposer by a duly authorized representative, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all of the conditions and responsibilities set forth in this RFP.

#### **I.4 Inquiries:**

Proposers may direct questions regarding the RFP to:

Evan R. Sweet  
Operations Manager  
Meatpacking District  
32 Gansevoort Street, Fifth Floor  
New York, NY 10014  
[evan@meatpacking-district.com](mailto:evan@meatpacking-district.com)

**NOTE** In order to receive responses to questions all interested respondents must fill out the expression of interest form at the following link: <https://forms.gle/9TwwLvrvZTV6Uc1L9>

## **II. Introduction**

### **I.1 Detailed Term:**

Pursuant to the implementation of Proposed Services set forth in the District Plan, the MDMA is soliciting proposals for the provision of landscaping services (landscapers) to service the BID area and to perform landscaping-services as set forth in this RFP. The BID district boundaries are outlined under the Definitions section of this RFP. The initial contract period shall be for a period commencing on July 1, 2020 and ending on June 30, 2022 with the option to extend through three one-year renewal terms beginning July 1, 2022 and ending on June 30, 2025. The BID reserves the right to alter the commencement date of the proposed agreement and to adjust the prices and other provisions of the proposed agreement on the pro-rata basis, and at its option, to alter the commencement and termination dates.

### **II.2 Good Standing:**

Qualified Proposers must be in good standing and current in all their obligations to or with the City of New York and may not have been barred from or suspended from entering into contracts with the City of New York during the past five years.

### **II.3 Non-Discrimination:**

All Proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, gender identity, or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state, and city laws and regulations, including executive orders issued relating thereto.

#### **II.4 RFP Familiarity:**

All Proposers must, prior to the submission of a response to this RFP, declare that they have visited the BID area, and are fully informed with respect to the conditions in said area, and further, that they have carefully examined this RFP and are familiar with its contents. The Proposer expressly waives all rights to contest, dispute, or otherwise alter its proposal due to its failure to be familiar with the BID area, its conditions, and the terms set forth herein.

#### **II.5 Award:**

The Meatpacking District may award the contract to the qualified Proposer whose proposal it determines to be the most advantageous for the District. The Meatpacking District reserves the right to award the contract to a Proposer other than the Proposer offering the lowest overall cost. It further reserves the right to award a contract on the basis of initial proposals received, without further discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals. The Meatpacking District reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each Proposer's qualifications, past experience, and current activities. Submission of a proposal shall constitute the Proposer's consent that the MDMA may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications.

#### **II.6 Cancellation:**

The Meatpacking District reserves the right to postpone or cancel this RFP and to reject all proposals.

#### **II.7 Definitions:**

**II.7.a BID, Meatpacking District, or MDMA** shall mean the Meatpacking BID, whose corporate name is Meatpacking District Management Association, Inc.

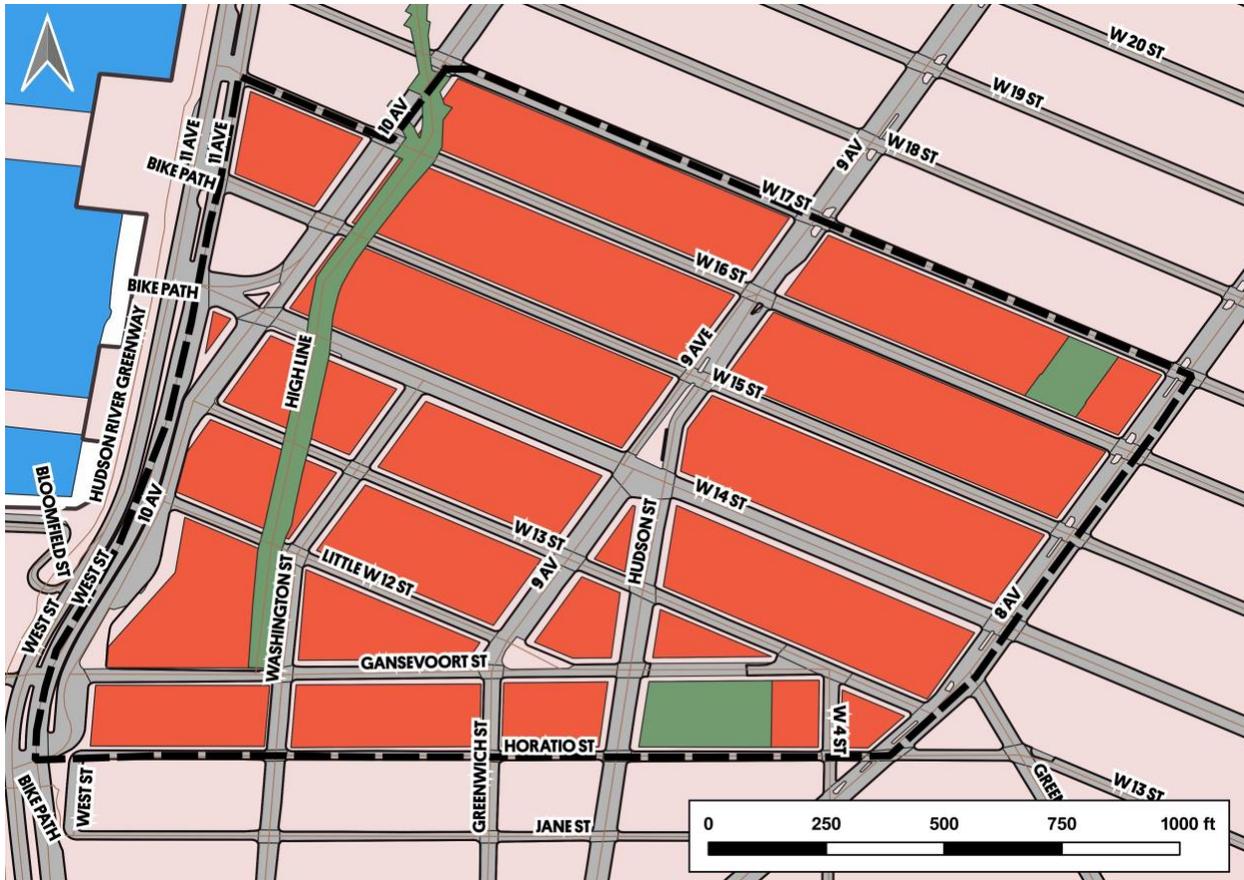
**II.7.b BID District** (see map below for precise coverage areas) The Meatpacking District Business Improvement District (the "BID") is located within the area generally known as the Meatpacking District, the northernmost part of the West Village, and the southernmost part of lower Chelsea in the Borough of Manhattan.

The BID District boundaries are:

- The north side of Horatio Street between 8<sup>th</sup> and 10<sup>th</sup> Avenues

- The west side of 8th Avenue from Horatio Street up to 17th Street
- The south side of 17th Street between 8th and 10th Avenues
- The south side of 16th Street between 10th and 11th Avenues
- The east side of 11th Avenue (thence West Street) between 16th Street and Horatio Street

## Map of District



**II.7.d Landscaping Services** shall mean the maintenance and regular upkeep of planting environments (raised planters, tree pits and other infrastructure for plantings) and horticultural elements (plants, bushes, flowers and trees).

## III. Scope of Services

### III.1 Service Area

The Contractor shall provide comprehensive landscaping design and maintenance services for the entire BID area, which includes:

- Horatio Street to the south (north side Street only);

- 17<sup>th</sup> Street to the north (south side of Street only);
- Eighth Avenue to the east (west side of Avenue only);
- Route 9A to the west (east side of road only). (See also Fig. 1)

### **III.2 Services**

The Contractor shall be responsible for the upkeep and maintenance of all existing planters, tree pits, and horticultural elements within the BID boundaries for which the MDMA is responsible. This will include the following:

- Regular planter and tree pit watering, as determined by the weather, season, and plant health
- Regular weeding of tree pits and planters
- Weeding of cobble stones in curb lanes, on the plazas, and curb cuts
- Tree pruning
- Shrub trimming
- Replacement of damaged or dead plants
- Mulching and winterization of landscape features

The Contractor in consultation with the BID will plan appropriate contextual planting environments, and with BID approval, curate the landscaping and horticultural elements based on the approved plan.

### **III.3 Asset Details**

There are currently five distinct planting environments in the defined Meatpacking District area:

1. Tree pits on West 14<sup>th</sup> Street between Eighth and Ninth Aves, 15<sup>th</sup> and 16<sup>th</sup> Streets from Eighth to Tenth Aves; south side of 17<sup>th</sup> Street between Ninth and Tenth Aves;
2. Hudson Street islands from 14<sup>th</sup> Street to Horatio; Eighth Ave islands from 13<sup>th</sup> Street to 17<sup>th</sup> Street.
3. Tree pits and planters on West 14<sup>th</sup> Street from Ninth to Tenth Aves.
4. 6' round planters on Hudson Street, Tenth Ave, and Washington Street;
5. Planters and planting beds in the plazas running from Gansevoort Street to 15<sup>th</sup> Street along Ninth Avenue.

The majority of plantings within the district are perennials, with the exception of tree pits, which are anchored by four boxwoods and filled with annuals for the spring and summer/fall.

Existing projects to be included in your proposal are as follows:

#### **III.3.a Tree pits:**

- West 14<sup>th</sup> Street (8/9<sup>th</sup> Aves)
- West 15<sup>th</sup> Street (8/10<sup>th</sup> Aves)
- West 16<sup>th</sup> Street (8/10<sup>th</sup> Aves)
- West 17<sup>th</sup> Street (9/10<sup>th</sup> Aves)
- Ninth Ave (16<sup>th</sup>/14<sup>th</sup> Streets)

- Hudson Street (14<sup>th</sup>/Horatio)
- Eighth Ave pedestrian islands (13<sup>th</sup>-17<sup>th</sup> Streets)
- West 14<sup>th</sup> Street between Ninth/Tenth Aves Tree pits

### **III.3.b 6' round planters: 15**

- 10th Avenue between 14<sup>th</sup> and 15<sup>th</sup> Streets;
- Hudson between 14<sup>th</sup> and Gansevoort Streets; and,
- Washington Street between 13<sup>th</sup> and Little West 12<sup>th</sup> Streets.

### **III.3.c Plaza areas:**

- Plaza planters:
  - 40 black 5x10 planters along Ninth Avenue between 14<sup>th</sup> and Gansevoort Streets
  - 22 Corten planters along 14<sup>th</sup> Street between 9<sup>th</sup> Avenue and 10<sup>th</sup> Avenue (note: additional planters may be added along 14<sup>th</sup> Street during the course of the landscaping contract)
- Chelsea Triangle planting beds
- Cobblestone tree pits:
  - Gansevoort Street (Hudson/Ninth): 3
  - 13<sup>th</sup> Street (Hudson/Ninth): 2

### **III.3.d Sod lawn replacement:**

The BID uses Hudson River Park's 14<sup>th</sup> Street Park on Tenth Ave from 14-15<sup>th</sup> Streets and replaces the central lawn every other year. Bi-annual replacement, not maintenance, should be included in any costs.

### **III.4 Plant warranty and replacement**

- Proposals should include a proposed plant warranty that aligns with landscaping best practices.

## **IV. Contract Specifications**

### **IV.1 Plant and Materials Guarantee:**

The contractor will guarantee the appropriateness, health and vitality of the plants selected for the various projects. Such a guarantee will not include the theft or physical damage of the plants by people or vehicles.

### **IV.2 Term and Cost**

The initial contract period shall be a two-year term starting on July 1, 2020 through June 30, 2022, with three one-year options to renew.

Where possible all costs should be itemized. This should include but shall not be limited to:

- Maintenance Costs

- Spring
- Summer
- Fall
- Winter
- Annual plantings
- Perennial, plantings, new and replacement
- Proposal cost to plant perennial beds in tree pits based on the district's planting scheme
- 14<sup>th</sup> Street Park bi-annual lawn replacement
- Hourly rates for work requested outside the contracted scope of work, including emergency tree limb removal, masonry work, and estimates for temporary planter relocation

### **IV.3 Indemnification:**

The Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services (SBS), the New York City Department of Transportation (DOT), the MDMA, their agents and employees, 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, Subcontractors, Contractors, or permittees in connection with this 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.

### **IV.4 Warranties:**

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 comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970.

### **IV.5 Insurance:**

Contractor, its subcontractors and sub-subcontractors shall not commence work until all insurance referred to herein has been obtained and provided proof as set forth and has been approved by the Meatpacking District BID (hereinafter referred to as "Meatpacking BID").

Contractor and its subcontractors and sub-subcontractors shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

Property Insurance for all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this

contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive their right of subrogation against the Meatpacking District BID, the BID's agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Meatpacking BID or its agents or employees for any losses.

Workers' Compensation affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- Contractual liability
- Independent contractors
- Gravity related injuries
- Injuries sustained by employee of any insured entity
- Expected or intended injury for assault and battery

The policy shall be endorsed to name Meatpacking BID, the City of New York, the Dept. of Transportation, Dept. of Small Business Services and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2026 or broader. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, insurance policy shall provide coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. Policy shall include Meatpacking BID as additional insured.

Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverage's noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Meatpacking BID and all other entities that may be reasonably required as "additional insured". Coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of the Meatpacking BID, the City of New York, SBS, and DOT.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A1- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide

#### **IV.6 Evidence (Notices) Of Compliance**

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, the Meatpacking BID shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Meatpacking BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon request, shall provide the Meatpacking BID with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

Each certificate shall be marked "Premium Paid".

All Certificates and policy termination notices should be delivered via certified mail and email to:

Jeffrey LeFrancois  
Executive Director  
Meatpacking BID  
32 Gansevoort Street, Fifth Floor  
New York, NY 10014

jeffrey@meatpacking-district.com

#### **Indemnification/Hold Harmless**

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Meatpacking BID, its partners, directors, members, officers, employees, representatives, consultants and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract, in connection with the operations of the contractor, its subcontractors and sub-subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers' Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work. Permits:

#### **IV.7 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 this contract, the Contractor and any of its employees, agents, independent Contractors, Subcontractors, and permittees shall not be deemed to be acting as agents, servants, or employees of the DMA or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the DMA or the City or any of its officers, agents, or employees pursuant to this contract, but shall be deemed to be independent Contractors performing services for the DMA or the City or the Contractor, as the case may be, and shall be deemed solely responsible for all acts taken by them pursuant to this contract.

#### **IV.8 Assignment:**

The Contractor shall not assign, transfer, convey or otherwise dispose of any portion of the contract or any part thereof, or of its interest herein or assign, by power of attorney or otherwise, any of the moneys due or to become due under this contract, without the written consent of the Executive Director of the MDMA.

#### **IV.9 Claims or Actions:**

The Contractor shall look solely to the funds appropriated by the MDMA for this contract for the satisfaction of any claim or cause of action the Contractor may have against the MDMA in connection with this contract or the failures of the MDMA to perform any of its obligations. No officer, employee, agent or other person authorized to act on behalf of the MDMA or the Contractor shall have any personal liability in connection with this. The Contractor agrees that no action against the MDMA in connection with this contract shall lie or be maintained unless such action is commenced within six months after the cause for said action allegedly occurred.

#### **IV.10 Termination and Cancellation:**

This contract is subject to cancellation by either party for cause, i.e., material failure to perform, upon 30 days written notice, and the MDMA may cancel without cause upon thirty (30) days' written notice. The MDMA also reserves the right to cancel immediately for cause based on material failure to perform.

#### **IV.11 No Waiver:**

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.

**IV.12 Compliance with Laws:**

The Contractor shall comply with all applicable federal, New York State and New York City local laws, executive orders, regulations, and rules. The Contractor shall hold harmless and indemnify the MDMA from any fines, penalties, and expenses, which the MDMA may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

**IV.13 Subcontracting:**

The Contractor shall not subcontract all or any portion of the services to be rendered hereunder without the express prior written approval of the Executive Director of the MDMA.

**IV.14 Books, Records, Audits and Inspections:**

The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to employee time and payment; account receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this contract. All books and records, pertinent to this contract shall, be available upon three (3) business days' notice for the purposes of auditing or inspection in order to verify compliance with the terms of this contract and applicable process of law.

**IV.15 Payment:**

Payments will be made within 30 days of receipt of invoice.