



**REQUEST FOR PROPOSALS
FOR HORTICULTURE/LANDSCAPING SERVICES**

REQUEST FOR PROPOSALS

TO PROVIDE FOR SEASONAL MAINTENANCE AND PLANTING OF FLOWERS AND SHRUBS IN FIVE DELANCEY STREET MALLS, INCLUDING TEN ENDBEDS LOCATED ON DELANCY STREET FROM ALLEN STREET TO CLINTON STREET WITHIN THE LOWER EAST SIDE BUSINESS IMPROVEMENT DISTRICT.

The Lower East Side District Management Association d/b/a Lower East Side Business Improvement District is requesting proposals for furnishing all labor, materials and equipment, together with all work incidental to or required for the seasonal maintenance of the five Delancey Street Malls, including ten endbeds located within the boundaries of the Lower East Side Business Improvement District.

In order to be awarded the contract, the contractor must have received Vendex approval. Therefore, if a contractor is not currently Vendex-approved, it is imperative that the company submit all completed Vendex forms to the City of New York as soon as possible after receipt of this Request for Proposal (RFP). For more information on Vendex please visit the Contract Services section on the City's website at www.nyc.gov.

RFP Release Date: Friday, February 19, 2010

Proposals Due: Friday, March 5, 2010 no later than 5 pm

Please Note: this schedule is subject to change as circumstances warrant.

I. SCOPE OF WORK: GENERAL TERMS AND CONDITIONS

The Lower East Side Business Improvement District (LESBID) is seeking a qualified landscape company to perform planting and ongoing maintenance of the five Delancey Street malls (linear gardens) within its boundaries. The LESBID has been working with the City of New York, Department of Parks and Recreation to ensure aesthetically pleasing, well-maintained greenspaces within the boundaries of the LESBID.

Such maintenance will be performed once every ten days from March 22, 2010 through November 22, 2010. The contractor may be required to make additional visits to remove dead shrubs and flowers in a timely manner. The maintenance shall include, but not be limited to, the following ongoing services:

- (i) cultivating of soil;
- (ii) maintaining all shrubs and plants in the interiors and end beds;
- (iii) weeding interiors and flowerbeds;
- (iv) removing leaves;
- (v) deadheading flowers;
- (vi) corrective pruning;
- (vii) trimming all ivy and removing overgrown annuals and ivy from shrubs;

(viii) trimming of shrubs, removal of debris and dead shrubs and other material;
and

(ix) replacement and addition of shrubs and bushes as determined by the LESBID.

The contractor will edge and smooth mulch where necessary and perform whatever other maintenance is required to ensure a well-maintained appearance. Additional work will include a spring clean up, fall clean up and a winter protection program. The spring clean up, to take place before the bulbs bloom, will consist of corrective pruning of shrubs and small trees (contractor should have the proper licensing to prune trees), fertilizing, cleaning of planting area, and whatever else is required to ensure that the malls will be weed-free throughout the summer season. The winter protection program, to take place in November, will consist of removal of leaves, winter fertilizer, and, if requested by the LESBID, the application of wilt proof on all shrubs to protect from winter burn.

The contractor shall be responsible for providing all supplies, labor and equipment necessary to perform the above horticultural services. The contractor shall be responsible for obtaining all permits required to perform the work under the contract, including tree pruning permits for small trees from the Parks Department, as well as necessary insurance outlined below. In addition, the contractor shall be responsible for providing a safe work environment for all persons performing work under the terms of the contract. The team that the contractor provides to perform horticultural work shall include a supervisor with horticultural experience.

In addition to ongoing maintenance, the landscape firm selected shall be responsible for seasonal plantings in the flowerbeds in the Delancey Street Malls, including the endbeds. The contractor shall be responsible for obtaining all plant materials specified by the LESBID for seasonal plantings. The medians, each varying in size, will have approximately the proportional number of bulbs, annuals and evergreens based on the size of the medians and endbeds and in accordance with an agreed upon design determined by the LESBID and the contractor. The contractor will also be responsible for the removal of dead shrubs and the planting of new shrubs specified by the LESBID in the mall interiors. For each of the plantings, the contractor shall provide the necessary soil amendments including compost and sufficient mulch of outstanding quality that is the best value within budget of the LESBID so as to ensure that each bed and mall interior is aesthetically appealing and attractive upon completion of the planting. In addition to plants specified by the LESBID, the contractor may be required to plant an appropriate number of daffodils provided by the Parks Department based on what is sufficient to create an aesthetically appealing look. The LESBID would expect the cost of these plantings to be adjusted by the contractor proportionate to the number of daffodils actually planted compared to any initially projected number.

Prior to each planting, the contractor will prepare the planting bed with compost, fertilizer, water absorbing pellets and any other materials required to prepare for the next seasonal planting. Any substitutions must have prior approval of the Executive Director of the LESBID. The contractor should be able to handle any and all other landscaping projects that are undertaken by the LESBID.

For the contract period running from March 22, 2010 to November 22, 2010, the first plantings will take place as soon as possible between March 22, 2010 and April 30, 2010. The early summer planting will take place in May, possibly after Mother's Day at a date mutually agreed upon by the parties. The contractor will be responsible for planting the annuals in each endbed (flowerbeds) in the LESBID as sufficient to create an aesthetically appealing look that sustains itself from March 2010 through November 2010. The LESBID shall reserve the right to renew the contract from March 2011 through November 2011.

The contractor shall be responsible for the removal and disposal of the tulips and the preparation of the endbeds. Summer annuals will be selected from a list supplied by the LESBID, subject to availability and in accordance with the LESBID's design requirements. At the time of planting, annuals shall be at least six inches in height in a four and one half (4 ½) inch pot. The contractor shall be responsible for providing water at the time of the early summer planting. The LESBID reserves the right to make substitutions to the plant list as necessary. The contractor should have access to sufficient quantities of plant material that is hardy and can thrive in a harsh urban setting and work with an established commercial nursery that has provided material for urban settings. The contractor should also be knowledgeable about the types of plants that are sustainable in an urban setting. The following is a list of several types of annuals and plantings that have been used with success in the past: Lantana, Salvia, Sweet Potato, Dusty Miller and perennial grasses.

The LESBID would also be receptive to the use of various types of Coleus including Alabama Sunset, brilliant magenta frill, kingswood torch, India frills; Rubeckia Indian Summer, helichrysum limelight, Angelina mist dark pink, ipomoea margarita, zinnia profusion cherry red, salvia farinacea Victoria, purple verbena, etc.

The fall planting shall consist of planting tulip bulbs. In addition, the contractor will plant mums and other ornamental plantings as specified by the LESBID. Prior to the planting of spring bulbs, the contractor shall be responsible for removal and disposal of the summer annuals and the preparation of the planting areas. The LESBID may request that the contractor work with the LESBID in donating some of the plant materials to the community.

All bidders declare by the submission of a response to this RFP that they have visited the LESBID prior to the submission of this RFP for the purpose of familiarizing themselves with the district and are fully informed with respect to the conditions in said district. All bidders further declare, that they have carefully examined this RFP and are familiar with and understand its contents. All bidders expressly waive all rights to contest, dispute or otherwise alter submitted proposals due to a failure to familiarize themselves with the LESBID area, its conditions, and the terms set forth herein.

Please Note: These numbers are subject to change as circumstances warrant.

II. SPECIFIC TERMS TO BE INCLUDED IN ALL PROPOSALS

A. TERM

The period of service shall be from July 1, 2008 through the middle of November of 2008, with a renewal term running from March 2009 through the middle of November 2009.

B. INSURANCE

Throughout the term of the contract, the contractor shall provide at its own cost and expense, through an insurance carrier acceptable to the LESBID, the following insurance coverage in connection with the work to be performed under this agreement:

- (i) Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence for death, bodily injury, personal injury and damage to or destruction of property; and
- (ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving death, injury and/or property damage.

The policies shall cover all operations undertaken by the contractor in the performance of the agreement, including products and completed operations and contain a contractual liability endorsement to insure the indemnification provision which will be included in the agreement. The Comprehensive General Liability policy shall include the interests of the LESBID, the City of New York, the New York City Department of Small Business Services, the New York City Department of Transportation and the New York City Department of Parks and Recreation as additional insureds. Prior to the commencement of any work, the contractor will provide a certificate of insurance providing evidence of the same. All insurance policies entered into by the contractor in relation to this agreement shall provide that any change or cancellation of any such policies shall not be valid until the LESBID has had 30 days written notice of such change or cancellation.

C. INDEMNITY

The contractor agrees to release, indemnify, save harmless and defend the LESBID, the City of New York, the New York City Department of Small Business Services, the New York City Department of Parks and Recreation and the NYC Department of Transportation against any and all losses, damages, suits and claims, including costs, expenses and attorneys' fees resulting from the work to be performed under this agreement, unless resulting from the negligence or intentional acts of the LESBID.

D. ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof; or of its interest therein or 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 Executive Director of the LESBID.

The LESBID may assign its rights under the contract to the City.

E. 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 LESBID 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 LESBID on a pro rata basis, as applicable.

III. PAYMENT SCHEDULE

Payments shall be made on a monthly basis, provided that detailed and complete invoices listing the prices for all plants, flowers, bulbs and shrubs shall include the cost of labor and installation. Payment will be made within 30 days after receipt of the complete invoice.

The contractor will be required to comply with all New York State, federal and local laws and will be required to keep accurate books and records and make such books and records available to the LESBID in accordance with procedures to be included in the contract.

IV. PRICING FOR PROPOSAL

Each proposer must include two prices in their proposal: a price with Insect and disease treatments and a price without such treatments.

Each proposer is also required to include a design for and the cost of completely beautifying and maintaining each of the five malls in the event that sponsors can be located to underwrite the cost associated with the planting and maintenance of the entirety of each mall in addition to the end beds.

Estimated prices for approximately for the total number of annuals in the ten endbeds should be based on a four and one half (4 ½) inch pot with a plant height of at least six inches. The prices should include the cost of installation.

If the proposer has the ability to provide watering services, he/she shall also include a separate price quote for the watering of the five malls including the ten endbeds. Such watering shall be performed twice a week between June and September.

The prices submitted by the proposer shall cover: (1) the cost of ongoing maintenance as specified earlier in this RFP; (2) estimated prices of the below list of types of plantings, flowers and bulbs; (3) cost of planting the daffodil bulbs. All prices for plants, flowers and bulbs shall include the cost of labor required for installation.

All prices must be established on the basis of an on-site review of the malls, including all ten endbeds, as well as a review of the descriptions contained in this RFP.

V. SUBMISSION OF PROPOSALS

Each proposal must contain three references, including contact names, phone numbers and email addresses, of locations of similar work performed within New York City, preferably Manhattan.

Proposals must be submitted to the LESBID by 5pm on Friday, March 5, 2010 in order to be considered. Proposals can be submitted to the following address:

David Suarez
54 Orchard Street
New York, NY 10002
Phone: (212) 226-9010
Fax: (212) 226-8161
E-mail: davidsuarez@lowereastsideny.com

Proposers must submit three copies of each proposal in an envelope clearly marked **"Lower East Side District Management Association: Horticulture/Landscaping Proposal."** Proposals must include contact information listing the mailing address, phone and fax numbers, and email address at which the proposer may be reached. Any questions which arise during the proposal period may be directed to David Suarez at the above address.

The LESBID reserves the right to reject all proposals, to postpone or cancel this RFP and to contract for only a portion of the proposal.