



**The Mayor's Fund
for Philadelphia**



**PHILADELPHIA
PARKS & RECREATION**

REQUEST FOR PROPOSALS

General Contracting Services delivered to the City of Philadelphia, Department of Parks & Recreation, and Farm Philly

Issued by:

The Mayor's Fund for Philadelphia

On behalf of The City of Philadelphia, The Department of Parks & Recreation
Farm Philly Program

Questions about this RFP should be submitted to mayorsfund@phila.gov and donnel.brown@phila.gov by November 3, 2022.

Proposals must be received no later than 11:59 pm Philadelphia, PA, local time, on November 18, 2022. A PDF version of the proposal must be emailed to: mayorsfund@phila.gov, ashley.richards@phila.gov, and donnel.brown@phila.gov.



SECTION I – INTRODUCTION

A. Statement of Purpose

The Mayor's Fund for Philadelphia and the Department of Parks & Recreation's Urban Agriculture program, Farm Philly, seeks to hire a qualified professional firm to act as a General Contractor to manage the design, build and installation of a resource center/tool library fabricated from shipping containers for the local urban agriculture community. The project will be in West Fairmount Park adjacent to the Case Building, 4300 S. Concourse Drive Philadelphia, PA 19131. The General Contractor will be expected to take on subcontractors to accomplish this work, as detailed in the scope in Section 2.

B. Department Overview

The Mayor's Fund for Philadelphia (the Fund) works in close partnership with the City of Philadelphia (the City) and private sector partners to develop and run initiatives that reflect Mayoral priorities and seek to improve the quality of life for all Philadelphians. The Fund will serve as the fiscal administrator for this contract opportunity. Parks & Recreation will serve as the project manager for this effort on behalf of the Fund.

Philadelphia Parks and Recreation's mission is to create and nurture thriving public green spaces that are informed by our commitment to sustainability, open space, the environment, and urban agriculture. Farm Philly, established in 2014, is the urban agriculture program of Philadelphia Parks & Recreation (Parks & Rec). The program, in partnership with Fairmount Park Conservancy (FPC), provides technical assistance and resources and supports over 60 urban agriculture projects (e.g., community gardens, farms, and orchards) on park land, representing many diverse neighborhoods. Farm Philly is also actively involved in food policy and advocacy within the City. Farm Philly provides resources to community gardens and farms located in the city by coordinating and providing free organic materials (e.g., compost, mulch, and wood chips) from the City's Fairmount Park Organic Recycling Center.

C. Project Background and Objectives

Background:

In 2019, Parks & Rec began its public engagement process for the City's first comprehensive urban agriculture plan entitled "Growing from the Root." Growing from the Root is grounded in the long history of agricultural practices in Philadelphia, emphasizing the generations of Indigenous, Black, immigrant, and refugee communities who worked and farmed the land. As part of the planning process, Philadelphia farmers and growers described and documented how growing food has the power to heal communities by supporting residents in self-reliance and determination. As a response to that, Farm Philly plans to add another asset for the urban agriculture community to expand the capacity to grow food in the City. The Agriculture Resource Center (ARC) is an early implementation project of the Urban Agriculture Plan. This investment into developing the ARC will be pivotal in developing residents' ability to respond to food access and local food production needs.



As Farm Philly and agricultural activities in the City expand, the Agriculture Resource Center will provide resources for farmers, gardeners, and residents interested in learning more about growing food. The ARC will provide an all-in-one center for gardening and basic food needs, such as the tools necessary to start a garden or farm, fruit and vegetable seeds, soil testing kits, lumber, compost, and gardening knowledge in the form of public workshops.

At the ARC, residents can expand and cultivate food production and their agricultural knowledge by utilizing the tool library, outdoor learning space, and engaging in community programming. It will be strategically located in West Fairmount Park, in what Farm Philly is developing as an agricultural hub.

Project Objectives:

Farm Philly's objectives for this project are as follows:

- Increase food production in the City by supporting new and existing urban agriculture projects to distribute and/or sell fresh, culturally appropriate, and affordable produce to local communities in every district of the City.
- Improve public health by promoting gardening as a source of outdoor physical activity, stress and trauma reduction, cognitive stimulation, a sense of pride and accomplishment, and provide a retreat from the urban environment.
- Improve environmental health by supporting urban agricultural initiatives that improve biodiversity and pollinator habitat, manage stormwater, absorb carbon, minimize greenhouse gas emissions from food transportation, filter pollutants from the air, and battle the urban heat island effect, all while providing locally grown food.
- Support community development by expanding urban agriculture programming that provides opportunities for strengthening community cohesion and intergenerational relationships, entrepreneurship, and workforce development, maintaining cultural heritage, catalyzing community organizing and broader community improvement, and increasing a sense of safety.
- Preserve cultural traditions by celebrating, centering, and conserving the deep tradition of agriculture in Philadelphia that is rooted in indigenous, Black, immigrant, and refugee communities and nurtured across the city by residents for generations; and affirming that this land currently known as Philadelphia is Lenni-Lenape Tribal Nation land and their history and future of growing food and being the original stewards of this land are critical to telling the story of agriculture.

The Mayor's Fund for Philadelphia has received a grant from the William Penn Foundation to support this work.

Project Milestones:

1. Begin consultant work on early implementation of the project, target completion date
 - Kick-off meeting with consultants



- Initiate Research and Design Phases of the projects (including preliminary planning and engineering services)
2. Build Agriculture Resource Center (Tool Library)
- Initiate construction of the Agriculture Resource Center
 - Initiate design of project, including exterior (e.g. banners, lawn signs, container wraps) and interior signage; design wayfinding materials to support the public interacting with both projects; begin designing marketing for project to increase awareness and engage new users (e.g. bus shelter posters, posters, postcards, print advertisement, social media); begin ongoing outreach to local urban agriculture and cultural organizations in the city to promote the new resources
 - Incorporate accessibility at all levels of the project; physical access, inclusive of multilingual translation, readability, physical and neurological abilities (e.g. braille translations, audio, video)
3. Launch Agricultural Resource Center

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 Mayor's Fund for Philadelphia, on behalf of Parks & Rec and Farm Philly, seeks the expertise of a General Contractor to Work closely with the Farm Philly team and project working group to oversee the building of the Agricultural Resource Center. The General Contractor ("GC") will be expected to subcontract with vendors as detailed below to support the design, construction, and installation of 3-4 shipping containers that will be insulated and retrofitted, as well as decking and awning constructed for use as an outdoor learning space.

The GC will be responsible for ensuring the project remains on time and within the available budget, coordinate the activities of contractors and subcontractors, procure materials, and oversee permit acquisition and City inspections (in-house with Parks & Recreation).

The Fund and Parks & Recreation will consider proposals from applicants that perform GC services as well as any component of the proposed work for subcontracting. Applicants



should state clearly in their proposals which components of the scope they can provide, and which will be subcontracted.

Please note that a landscape designer and a graphic designer will be procured independently by the Fairmount Park Conservancy to support the goals of this project. These two contracts will not be part of the GC's subcontractors, but the selected GC will be expected to collaborate with these vendors.

The contractor may subcontract with other vendors including, but not limited to:

- **Landscape and Hardscape services** for surface under shipping container
 - Site evaluation
 - Removal of turf
 - Placement of gravel
 - Laying of sub-base
 - Building and setting of surface for shipping containers

- **Design/Build Contractor**
 A Design/Build contractor will provide a rendering and construction plan of the shipping containers (procuring and retrofitting) and outfitting the containers. Outfitting the containers will include the following:
 - Doors and windows (including a transaction window)
 - Transaction counter
 - Insulation and walls
 - Shelving, counters, cabinets
 - HVAC system
 - Electric including outlets, and service panel
 - Flooring and decking
 - Seating and workspaces on the deck
 - Other considerations as they materialize during the planning process

B. Services and Tangible Work Products

1. Reporting Structure

The vendor will be contracted by the Mayor's Fund on behalf of Parks & Rec and will report to the Farm Philly Program Manager (the "Program Manager") under the direction of the Urban Agriculture Director (the "Director") for this assignment. The vendor will work with the Farm Philly team and ARC working group via virtual and in-person meetings, phone calls, and email throughout the project's duration.

The following activities should be accomplished during the project period:

- Progress report (one page) – bi-weekly.
- Conference calls and meetings with Farm Philly and its staff members.

2. Travel

The vendor must be willing to travel to meet in person with the Philadelphia Farm Philly, Fairmount Park Conservancy, and community stakeholders as identified.



C. Timeline

Milestone	Date
Questions about this RFP due	November 3, 2022
Proposals received	November 18, 2022
Final Selection	December 5, 2022
Kick-off Meeting	December 12, 2022
Baseline Study	January 9, 2023
Designs and Renderings	February 10, 2023
Procure Materials	March 13, 2023
Begin Construction	April 3, 2023
Launch ARC	July 2023

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

D. Budget

Estimated Budget for the services proposed, including subcontracts, is \$100,000-\$150,000.

E. Hours and Location of Work

Project meetings will occur during regular work hours between 9am and 5pm Monday through Friday and on occasional weeknights between 5pm and 7pm to accommodate community engagement. The ARC site is on public park land, and the selected vendor and subcontractors will be expected to work on-site as needed.

F. Anti-Discrimination

The City of Philadelphia is an Equal Opportunity Employer and does not permit discrimination based on race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, physical or mental disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status. The selected vendor and all subcontractors will be expected to adhere to the City's antidiscrimination policies.

SECTION III – SUBMISSION REQUIREMENTS

The Fund will award a single contract resulting from this RFP. Applicants who intend to bid as a team should identify the General Contractor as the "prime" consultant for the purposes of contracting and managing all subcontractors. Subcontractors proposed at the time of the submission should be listed in the bid materials, but it is not required for all subcontractors to be identified before this contract is awarded. Parks & Rec and Farm Philly must approve all subcontractors hired by the GC as part of this project.



A. Proposal Format

To be considered for the contract, each applicant must submit a response to this Request for Proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the Scope of Work requirements and how they would accomplish it. If an applicant is proposing to work with specific subcontractors, they should be identified and information related to their qualifications, scope, cost proposal, and references should be included as part of the proposal.

B. Organization & Personnel Qualifications:

Applicants must include 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.

C. Scope of Work Description:

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.

D. 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.

E. References and Sample Works:

Vendors shall provide a list of references (e.g., organizations, municipal, government agency, corporate, etc.), including name, entity, phone number, and a description of the related work they have completed for the reference source. Parks & Rec may contact references to verify materials submitted by the vendor.

F. Deadline for Submission:

Responses to this RFP must be emailed as a single PDF or digital portfolio by 11:59pm November 18, 2022 to mayorsfund@phila.gov, ashley.richards@phila.gov, and donnel.brown@phila.gov.



G. Proposal review and Selection Process:

It is expected that proposals will be reviewed and a limited number of in person interviews will be held during the week of November 28th.

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

SECTION IV – GENERAL TERMS

The Mayor's Fund for Philadelphia 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 Mayor'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 Mayor's Fund for Philadelphia.

For this contract opportunity, the Mayor's Fund has agreed to act as the "Fiscal Sponsor" for the City of Philadelphia Department of Parks & Recreation in order to facilitate The Agricultural Resource Center on the City's behalf. The contract or contracts resulting from this RFP will be held between the Mayor's Fund 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 The Mayor's Fund 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 the Department of Parks & Recreation, 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 the Department of Parks & Recreation 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 such importance. Vendor shall use reasonable efforts to ensure that Confidential Information and all materials relating to The Fund and the Department of Parks & Recreation 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 the Services under this Agreement. This obligation shall survive the termination of this Agreement. Vendor shall return The Fund and the Department of Parks & Recreation 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 Department of Parks & Recreation 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 Department of Parks & Recreation 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 Department of Parks & Recreation 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 Department of Parks & Recreation 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 the Department of Parks & Recreation may participate at its expense in any Claim, and The Fund and the Department of Parks & Recreation 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 the Department of Parks & Recreation for any Claims, such liability shall in all cases whatsoever



**The Mayor's Fund
for Philadelphia**



**PHILADELPHIA
PARKS & RECREATION**

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.