

RFP for Holiday Lighting

for the Central Fulton Street District Management Association, Inc.,

dba: FAB Alliance

I. INTRODUCTION

The Central Fulton Street District Management Association, Inc. (dba: FAB Alliance) a private not-for-profit corporation, is soliciting proposals from New York City VENDEX-approved contractors for the installation of holiday lighting for the Business Improvement District area. Proposers are invited to submit proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP).

II. PROPOSAL SUBMISSION PROCESS

A type-written proposal in PDF format that includes a detailed Billing Rate Schedule must be submitted via e-mail by an authorized officer of the Proposer and received by the FAB Alliance no later than the close of business (5:00PM) on Friday, September 3, 2010. Proposals should be submitted electronically to pkellogg@faballiance.org

The Central Fulton Street BID reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each proposer's qualifications, past performance and current activities. Submission of a proposal shall constitute the proposer's consent that the FAB Alliance may make any inquiry deemed appropriate to evaluate the proposer's qualifications.

New York City VENDEX approval is required prior to awarding the contract.

III. SELECTION PROCESS

The FAB Alliance will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The FAB Alliance may request such additional material as it deems necessary to assist the FAB Alliance in making an informed decision in the best interest of the FAB Alliance. The FAB Alliance will award the contract to the qualified proposer whose proposal it determines to be most advantageous to the FAB Alliance. The FAB Alliance reserves the right to award the contract to other than the proposer offering the lowest overall cost and the right to award the contract based on the initial submission without further discussion. The FAB Alliance further reserves the right to reject all proposals, to postpone and/or cancel this RFP.

The FAB Alliance shall not pay any costs incurred by any proposer in responding to this RFP. The review or selection of a proposal will create no legal submission or equitable rights in favor of a proposer, including without limitation, rights of enforcement or reimbursement.

Failure by the FAB Alliance to select a proposer, or to enter into a contract with a proposer once selected as a result of this RFP, will not create any liability on the part of the FAB Alliance or any of its members, officers, employees, agents, consultants, or other proposers. Submission of a proposal by a proposer shall constitute a waiver by such proposer of any claim or cause of action against any of the forenamed for any costs incurred or for any matters arising in connection with the FAB Alliance's review of the proposal.

IV. SCOPE OF WORK

The FAB Alliance is asking contractors to provide quotes to provide and install holiday lighting at suitable locations along the FAB Alliance Business Improvement District for the 2010 holiday season. The FAB Alliance area includes 23 blocks on Fulton Street (from Rockwell Place to Classon Avenue) as well as 2 blocks on Lafayette Ave, 1 block on Greene Ave, and 1 block on Putnam Ave (please see the attached map for more information). The FAB Alliance would like quotes for a range of

decorations. The FAB Alliance estimates that it will require decorations for 35 poles, but this number may vary. Outlet boxes and brackets are present on the poles, current working conditions will need to be verified. Design options should include those that do not require cables being attached to private structures.

Vendors will be required to:

- Provide licensed personnel to perform work in a safe and timely manner
- Install and remove all equipment
- Conduct working tests to ensure electrical balance and integrated operation of equipment
- Provide maintenance during the length of the program as needed
- Make repairs as needed

V. CHANGES IN SCOPE OF SERVICES

The FAB Alliance reserves the right to make reasonable changes in the general scope of the work. Any such changes will be directed in writing. If the FAB Alliance directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

VI. TERM

The contract shall be for the installation and removal of holiday lighting for the 2010-2011 holiday season. It may be renewed under the same terms with the mutual consent of the FAB Alliance and the contractor.

VII. FIRM PRICE AND TAXES

Unless specifically provided elsewhere in the contract, the price agreed upon by the contractor and the FAB Alliance for the stated services shall be the confirmed price delivered in writing and will not be subject to change.

The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the contractor. The contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, or other compensation paid to employees engaged upon or in connection with the work to be performed.

VIII. ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and 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 FAB Alliance.

IX. SUBCONTRACTING

The contractors shall not subcontract all or any portion of the performance to be rendered under the contract without the express prior written approval of the FAB Alliance. The contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

X. INDEMNIFICATION

The contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the FAB Alliance and agents, officers, employees and volunteers of these entities 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, contractors, subcontractors, or permittees in connection with the 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.

XI. WARRANTIES AND COVENANTS

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

The contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the District. In addition the contractor agrees to provide only workers who are legally authorized to work inside the United States.

XII. PERMITS

The contractor shall be responsible for obtaining permits, if required by the City, for any work to be performed. The FAB Alliance shall be provided with a copy of any aforementioned permits prior to commencing work under the contract.

XIII. INSURANCE

A. Throughout the term of the contract, the contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Broad Form Comprehensive General Liability Insurance in amounts no less than \$5,000,000 for each occurrence involving injury and/or property damage. The contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving injury and/or property damage. The FAB Alliance, the City and the New York City Department of Small Business Services and their respective directors, officers, trustees, agents and employees shall be named as additional insured on all such policies, and the contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

B. During the performance of the work covered by this agreement, the contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation with employer's liability of no less than \$500,000 per accident, covering all aspects of its performance under the contract.

C. All insurance policies entered into by the contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until the FAB Alliance has had 30 days' written notice of such change or cancellation.

D. The contractor shall procure and deliver to the FAB Alliance, the City and the New York City Department of Small Business Services certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.

E. If the Commissioner of the New York City Department of Small Business Services reasonably determines that additional insurance is properly required, the contractor shall obtain such additional insurance as requested.

XIV. 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 the contract, neither the contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting on as agents, servants or employees of the FAB Alliance, the City, or any

Member or Officer of the FAB Alliance by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the Central Fulton Street BID, the City or any of their officers, agents, or employees pursuant to the contract, but shall be deemed to be independent contractors performing services for the FAB Alliance, the City or the contractor, as the case may be, without power or authority to bind the City or the FAB Alliance and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the contract.

XV. 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 FAB Alliance 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 FAB Alliance on a pro rata basis, as applicable.

XVI. NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. 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.

XVII. CLAIMS OR ACTIONS

The contractor shall look solely to the funds appropriated by the FAB Alliance for the contract for the satisfaction of any claim or cause of action the contractor may have against the FAB Alliance in connection with the contract of the failure of the FAB Alliance to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the FAB Alliance or the contractor shall have any personal liability in connection with the contract or any failure of the FAB Alliance or the contractor to perform their obligations thereunder. The contractor agrees that no action against the FAB Alliance in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the contract, or (ii) the cause for said action takes place, whichever occurs earlier.

The parties agree that any claims by or against the City arising under the contract or related thereto shall be governed by the same venue provisions as those enumerated in the FAB Alliance's contract with the City.

XVIII. COMPLIANCE WITH LAWS

A. The contractor shall comply with all applicable federal, state and local laws, executive orders, regulations and rules, including, but not limited to, affirmative action and equal employment opportunity.

FAB Alliance from any fines, penalties and expenses which the FAB Alliance may suffer by reason of the breach or non-observance by the contractor of its obligations under Section XVIII (A) of this RFP.

XIX. PAYMENT SCHEDULE

Payments shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice. The invoice shall include the full names of each person assigned to the contract, their hourly wage, the total hours worked during the invoice period, the hourly billable rate for each worker and the total billable cost of each worker for the invoice period.

XX. BOOKS, RECORDS, AUDITS AND INSPECTIONS

