

Request for Proposals HORTICULTURAL SERVICES

Central Fulton Street District Management Association, Inc. (d/b/a) Fulton Area Businesses (FAB) Alliance

I. INTRODUCTION

The Central Fulton Street District Management Association, Inc. (d/b/a FAB Alliance), a Business Improvement District (BID) and private, not-for-profit 501(c)(3) corporation, is soliciting proposals from New York City-based contractors for the provision of Horticulture Services at the two Public Plazas in the district plus tree care for the street trees of the district.

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 7, 2012**. Proposals should be submitted electronically to

pkellogg@faballiance.org

The FAB Alliance 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.

The Billing Rate Schedule should include an itemized breakdown of all proposed costs that includes, but is not limited to: base pay rate, fringe costs and benefits provided to your employees, equipment costs (with a listing of equipment used), administrative costs, profit, and transportation costs (if applicable).

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. 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.

- Receipt of RFP responses will be acknowledged by email
- Selection is expected to be made by September 21, 2012
- And a contract signed by September 28, 2012 in place for work to begin in October 2012

IV. SCOPE OF WORK

The FAB Alliance is seeking a qualified person or firm to perform the following specialized range of Horticulture Services at the two Public Plazas in the district: Fowler Square, Fulton Street and Lafayette Avenue in Fort Greene, Brooklyn (18 large planters plus small planted area around statue and tree pits); the Putnam Triangle Plaza, Fulton Street and Grand Avenue in Clinton Hill Brooklyn (13 large planters plus tree pits); and the street trees (90-100 trees) in the sidewalks within the district (see MAP on last page).

Description of Services to be performed at the two Plazas:

1. Spring Cleanup, soil amendment, fertilization and other early seasonal maintenance including cutting back of grasses to a minimum of 3". Early spring planting of Tulips.
2. Replace damaged or dead perennials and shrubs
3. Acquire and plant annual flowering plants, selected from list of Astilbe, Ageratum, Creeping Zinnia, Salvia, Verbena, Nicotiana of appropriate heights and sizes
4. Perform season long maintenance of planters including dead-heading, weed removal, pest control, general clean-up and plant replacement as-needed
5. Appropriate clean-up and close up at end of season to include removal of annuals
6. Fall/Winter planting around focal plant in planters

Description of Services to be performed for the street trees (90-100 trees):

7. Soil Amendments, one application/year
8. 1" layer of mulch, one application/year

Target Area: The area of coverage is outlined in the map on the last page of this document.

V. TERM

The period of service shall be from October 1, 2012 through June 30, 2014.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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 have 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.

XIII. 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 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 FAB Alliance, 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 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.

XIV. TERMINATION AND CANCELLATION

The contract is subject to cancellation by any 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.

XV. 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.

XVI. 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.

XVII. 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.

B. The contractor shall hold harmless and indemnify the FAB Alliance, the City of New York and the Department of Small Business Services 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.

XIII. 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.

XIX. BOOKS, RECORDS, AUDITS AND INSPECTIONS

The contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York. Such books and records shall include, but are not limited, to the employees' time worked and payment received; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the contract. All books and records of the contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by the FAB Alliance and the New York City Department of Small Business Services for purposes of verifying compliance with the terms of the contract and with applicable laws.

The FAB Alliance reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found. The contractor shall provide the FAB Alliance with a bi-annual fiscal report indicating cash disbursements made by the contractor relating to the operating expenses associated with the contract.

Fulton Street BID District Map



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