DOWNTOWN JAMAICA PARTNERSHIP BUSINESS IMPROVEMENT DISTRICT

REQUEST FOR PROPOSALS

FOR

Holiday Lights

Winter - 2023 - 2024

Issued: August 14, 2023

Request for Proposals Holiday Lighting and Decorations for the 2023-2024 Holiday Season

OVERVIEW

The Sutphin Boulevard District Management Association, Inc. (D/B/A Downtown Jamaica Partnership) invites the submission of proposals from licensed, qualified and experienced holiday lighting and decorations contractors (each, a "<u>Contractor</u>") to provide holiday lighting and decorations (including installation, removal and storage) for the 2023-2024 holiday season on City of New York ("City") light poles in Downtown Jamaica, Queens.

The intent of the RFP is to have a successful Contractor enter into an Agreement with the Downtown Jamaica Partnership ("<u>the Partnership</u>") for the 2023 holiday season. After review and evaluation of the display, the Partnership may additionally award up to two (2) additional renewal periods of one (1) year each.

The selected Contractor will propose bright, creative and aesthetically pleasing lighting ideas to promote a strong sense of place in the areas designated by the Partnership in this RFP.

BACKGROUND

The Partnership is a 501(c)(3) non-profit corporation incorporated in New York State and one of New York City's 76 BIDs. The Partnership provides supplemental services, such as sanitation, streetscape beautification, marketing, events and other support for the property owners and small businesses within the BID's boundaries. This area, ("<u>the District</u>") encompasses Jamaica Avenue from the west side of 169th Street to the east and west side of Sutphin Boulevard; Union Hall Street between Jamaica and Archer Avenues; Sutphin Boulevard from Hillside Avenue to 94th Avenue; and the pedestrian mall on 165th Street between Jamaica Avenue and 89th Avenue. The District encompasses more than 600 businesses. Please see **Exhibit B: District Map** for details.

Through its programs and services, the Partnership seeks to make the Downtown Jamaica business district a thriving business hub and an enjoyable destination to shop, work, live and visit.

The Partnership recently underwent a consolidation in which two of the City's oldest BIDs (Jamaica Center BID and the 165th Street Mall BID) merged with the Sutphin Boulevard BID. Much like the Partnership, Downtown Jamaica itself is undergoing a renaissance, with major development of mixed-use apartment buildings and hotels taking place in the Downtown core and is the fortunate recipient of much-needed City investments in streetscape and infrastructure. To celebrate the Partnership's and the neighborhood's revitalization and to help

establish a strong sense of place and identity, the Partnership is seeking to provide engaging, surprising, and uplifting lighting installations within the District for the 2023-24 holiday season.

PROJECT BRIEF

Holiday lights are a beloved tradition in Downtown Jamaica, creating a bright, festive atmosphere and an enhanced sense of place. Countless shoppers and residents in Southeast Queens come to Downtown Jamaica to experience its celebratory ambience and to participate in seasonal browsing, eating, shopping and other holiday activities. Patrons appreciate the added sense of safety and vibrancy that the lights provide during the darkest days of the year, and business owners are grateful for the added vitality and commercial activity brought by the illuminated streetscape.

In addition to seasonal lighting, this year, the Partnership will augment its regular holiday lighting display with an artistic lighting display. More information about this temporary public art program can be found at <u>Jamaica.nyc</u>.

This light-based public art display is envisioned as one to four, light-based artwork installations and illuminated space activations throughout Downtown Jamaica. While not mandatory, a connection between the temporary artistic lighting art installation and the holiday lights would create added interest in Downtown Jamaica.

The RFP response should propose a visually interesting and aesthetically pleasing day and night experience that will promote the neighborhood identity and foster a greater sense of community during the holiday season. The décor and design should be environmentally sensitive, and follow all local, state, and Federal laws and regulations.

Proposals should include a full outline of the proposed lighting designs and locations and a detailed description of the proposed process for installation/removal and storage.

SITE CONTEXT

For a complete description of the scope of work and all requirements, see attached **"Exhibit A:** Scope of Work".

The Downtown Jamaica Partnership is soliciting a <u>Contractor</u> who will provide creative, visually pleasing, unique, and non-denominational holiday lighting displays (a combination of lights and décor on streetlight poles, trees, and plazas; and rope light arches and street name display streamers at intersections) in the following areas:

- > Area A: Jamaica Avenue between Sutphin Boulevard and 169th St
- > Area B: Union Hall Street between Jamaica and Archer Avenues

- > Area C: Sutphin Boulevard between Hillside Avenue and 94th Avenue
- > Area D: 165th St between Jamaica Avenue and 89th Avenue
- Area E: Parsons Plaza (on the east side of Parsons Boulevard between Jamaica and Archer Avenues)

Proposals should demonstrate an understanding of the Downtown Jamaica commercial district, and if they are not already familiar with it, Contractors should plan to visit the area to help inform their proposals. Proposals should include suggestions for ideal locations for lighting to be installed on trees and streetlight poles and should include examples of comparable lighting displays.

ANTICIPATED SCHEDULE

It is expected that the selected Contractor will comply with the project's general timeline dates, outlined below:

Date*	Project Phase
Monday, August 14, 2023	Request for Proposals Released
Friday August 25, 2023, by 5:00 PM EDT	Questions to the Partnership are due
Tues., August 29, 2023, by 5:00 PM EDT	Answers from the Partnership are due
Friday, September 8, 2023	Submissions Due
Tuesday, September 19, 2023	Selected Contractor notified
Friday, October 6, 2023	Contract is signed
Monday, October 16, 2023	Preliminary design proposal & technical review
Monday, October 23, 2023	Finalize site(s) & design(s)
Weds, October 25 – Weds, Nov 8, 2023	Fabrication
Thursday, November 9, 2023	Fabrication complete; Secure City permits, approvals
Weds, November 15 – Mon, Nov 20, 2023	Holiday Lights installation
February 15 – March 1, 2024	Lighting Removal

PRE-PROPOSAL QUESTIONS

All questions must be submitted in writing via e-mail, **no later than Friday, August 25, 2023**, to rfp.downtownjamaica@gmail.com. The Partnership will post the answers to the questions received on the Partnership's website, <u>Jamaica.nyc</u>, no later than 5:00 p.m. on Tuesday, August 29, 2023. The Partnership reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

SUBMISSION REQUIREMENTS

Contractors interested in submitting proposals should follow the instructions in this RFP. Contractors should provide a straightforward and concise description of the capabilities of their firms to satisfy the requirements of the RFP. Please submit proposals via email to: Subject line: rfp.downtownjamaica@gmail.com Proposal for Holiday Lights Services

All submissions must be received by <u>5:00 p.m.</u> on Friday, September 8, 2023. Incomplete submissions or submissions received after this date may not be accepted, and if accepted may not be considered in response to this solicitation.

The attached "Exhibit C: Price Proposal' must be completed and returned with your proposal.

Proposals must include clear descriptions of the Contractor's capabilities to perform the requirements of the RFP and shall include the following:

- a. **Transmittal Letter -** This letter should outline the Contractor's experience and ability to complete the scope of services outlined in this RFP. Please describe the company's size, management, and ownership, including:
 - 1. Name
 - 2. Primary Address
 - 3. Primary Telephone Number
 - 4. Primary Email
 - 5. Name & Title of Primary Contact Individual
 - 6. Number of Employees
 - 7. Number of Years in Business
 - 8. Company's Legal Status
 - 9. Tax ID Number
 - 10. State under which the company is organized.

This letter must be signed by an officer who is authorized to represent the Contractor's company, and state that the proposal is binding for 90 days from the submission deadline for proposals.

- b. **Staff Experience** Include a brief description of each key staff assigned to a typical project. Identify any sub-contractor the Contractor proposes to engage and provide the same information for each sub-contractor as described in letter "a", above.
- c. **Project Approach / Requirements and Capabilities** Describe how the Contractor's approach will meet the particular needs of this RFP. Submit a detailed statement and applicable information on how the Contractor meets the requirements and/or qualifications. Include a copy of all applicable licenses.
- d. Work Samples Include samples of work relevant to the Scope of Work(s) proposed. Please show a variety of holiday lighting examples and other decorations or installations that have or will provide high visual impact and promote a festive and cheery atmosphere on comparable sites to Downtown Jamaica.

- e. **References** Submit a list of at least three (3) references (including names, phone numbers, email addresses and/or websites of contact persons) for which similar services have been provided. Contractor must demonstrate that it has successfully completed services similar in scope to that requested in this proposal.
- f. Price Proposal Complete Exhibit C: Price Proposal
 - 1. Invoices for all services shall include a breakdown of work performed including the locations in which work was performed.

If the proposal file exceeds 20 MB, Contractors are asked to use an external file share program and share the link with the Partnership. The proposals will be shared by the Partnership in meetings with stakeholders and staff.

EVALUATION/SELECTION CRITERIA

Proposals will be evaluated, and a Contractor selected on the basis of the following criteria:

- Experience and qualifications of the Contractor
 - Consideration will be given to Contractors demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP.
 - Similar experience will be understood to include providing similar services to major public and private sector entities.
 - Ability to adhere to the proposed timeline will factor heavily in selection.
- Completeness of the proposal and on the clarity/accuracy of information presented.
- Creativity and feasibility of the proposed holiday display.
- Overall cost.

RIGHT TO MODIFY OR REJECT PROPOSALS

This Request for Proposal (RFP) does not commit the Partnership to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP or to procure or contract for services. Only the execution of a written contract will obligate the Partnership in accordance with the terms and conditions contained in such contract. The Partnership intends to award a contract(s) based on the best interest and advantage to the Partnership. The Partnership reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive any minor deviation in proposal responses received, to negotiate with any or all qualified proposers, to cancel this RFP in part or in its entirety, or to and to withdraw this RFP without notice if it is in the best interest of the Partnership to do so.

Proposals will only be accepted from thoroughly competent and experienced individuals or entities as determined solely by the Partnership. Respondents are responsible for submission of accurate, adequate, and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the proposer and shall

be grounds for proposal rejection. The Partnership reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each respondent's qualifications and experience, or clarification or modification of any submitted proposal. The Partnership is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information.

Interviews may be held with any or all of the respondents after the receipt and review of the proposals. The Partnership reserves the right to select a winning proposer based solely on the proposal itself, without subsequent interviews. If selected for an interview, the respondents should be prepared to present initial concept, proposed timeline and project budget. The Partnership may conduct discussions with some of the respondents submitting proposals and not others.

The selected Contractor will be expected to enter into a contractual agreement with the Partnership soon after selection takes place. Please review the language below for a sense of the contractual requirements and send any questions you may have – please refer to the "**Pre-Proposal Question**" section above for more information.

SCOPE OF WORK

See attached "Exhibit A: Scope of Work" for the detailed Scope of Work.

CHANGES TO PROJECT BRIEF DETAILS

The Partnership reserves the right to make reasonable changes to the requirements described in the Project Brief. Any such changes shall be made pursuant to written instruction. If the Partnership directs any such changes which affect the cost of the project, an adjustment agreed to by both the Partnership and the Contractor shall be made in writing in the contract price.

TERM

Selected Contractor will be required to sign a contract with Downtown Jamaica Partnership. The Contract term (the "<u>Term</u>") shall begin on Friday, October 6th, 2023, and will end by April 30, 2024.

PRICE FOR SERVICES

The price agreed upon by the Contractor for the Services shall be included in the Contract and will not be subject to change unless agreed to in writing by the Partnership and the Contractor.

The price shall include all sales, franchise, or other taxes with regard to the Services, which shall be paid by the Contractor. The Contractor assumes sole and 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 or regulation, now or hereafter

in effect, upon or in respect to wages, salaries, or other compensation or benefits paid to employees engaged upon or in connection with the Services to be performed.

INDEMNIFICATION

Contractor shall agree to indemnify and hold harmless the City of New York, the New York City Department of Small Business Services, the New York City Department of Transportation, and the Partnership, and the agents, directors, officers, employees and volunteers of these entities, 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 the contract. Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability and responsibility for injuries, including death, that may occur to such employees due to the negligence, fault, or default of the Contractor. Contractor shall require such indemnification from its contractors, subcontractors, and permittees.

PERMITS

Contractor shall be responsible for obtaining any necessary permits from the appropriate governmental authority for the Services to be performed. The Partnership shall be provided with a copy of any such permits pertaining to the District prior to commencing Services under the contract.

INSURANCE

General Liability Insurance

If and when a contract is awarded, Contractor shall maintain, and shall cause all its subcontractors and permittees to maintain, in effect comprehensive liability and vehicular insurance, each in amounts no less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate, covering injury to or death of one or more persons and/or property damage.

The Partnership, in addition to the City of New York and NYC Dept. Small of Business Services, and NYC Department of Transportation shall all be named as an additional insured on all such policies obtained by the Contractor. Each policy shall be in a form that is satisfactory to the Partnership and issued by an insurance company satisfactory to the Partnership. Contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

Workers' Compensation and Disability Benefits Insurance

During the performance of the Services covered by the Contract, Contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation, covering all aspects of its performance under the Contract.

All insurance policies entered into by Contractor in relation to the Contract shall provide that

any change in or cancellation of any such policies or the terms thereof shall not be valid unless the Partnership has received thirty (30) days notice in writing of such change or cancellation.

CITY REGISTRATION REQUIREMENTS

All Contractors may be subject to the City of New York VENDEX/PIP/PASSPort review process to determine each Contractor's previous track record and contractual experience with New York City.

NO WAIVER

The failure of any party to insist on strict performance of any of the terms or conditions of any Contract or of the party's rights hereunder in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights, whether then or in 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 waiver expressly stated therein.

Submission of a Proposal by the Contractor in response to this RFP will constitute a waiver by such Contractor of any claim against any of the foregoing for any costs incurred or for any matters arising there under or in connection with the review of such Proposal by Downtown Jamaica Partnership.

PAYMENT SCHEDULE

Payments shall be made on a monthly basis subject to the provisions of the Contract provided that Contractor submits an invoice to the Partnership in a proper and timely manner. Payment will be made within forty-five (45) days after the Partnership receives the invoice.

EXHIBIT A: SCOPE OF WORK

The Downtown Jamaica Partnership is soliciting a Contractor who will provide creative, visually pleasing, unique, and non-denominational holiday displays in the following areas:

- > Area A: Jamaica Avenue between Sutphin Boulevard and 169th St
- > Area B: Union Hall Street between Jamaica and Archer Avenues
- > Area C: Sutphin Boulevard between Hillside Avenue and 94th Avenue
- > Area D: 165th St between Jamaica Avenue and 89th Avenue
- Area E: Parsons Plaza (on the east side of Parsons Boulevard between Jamaica and Archer Avenues)
- i. Potential décor & illuminations (please propose a combination of possibilities for each area. Not all available trees, streetlight poles, and intersections need to be included):
 - a. Streetlight pole décor and lighting; rope light arches; street name display streamers (*See attached Exhibit B: District Map*).
 - i. Approximately 160 poles.
 - ii. 32 intersections.
 - iii. Standard 110v outlet boxes may be present on the poles.
 - iv. Proposal must include the type and number of lights to be installed, bracket details for connection to streetlight pole, and confirmation that installation/removal will not damage the poles.
 - b. Tree Décor
 - i. Provide lighting and/or illuminated decorations on the trees located on the sidewalk along the corridor.
 - ii. Approximately 180 trees.
 - iii. Electrification for tree décor should come from solar or nearby light poles.
 - c. Other Plaza Décor
 - i. Provide lighting and/or illuminated decorations on the plazas at ground level or overhead on the plazas.
 - ii. Electrification for plaza décor should come from solar or nearby light poles.
- ii. Display Period
 - a. Lights must be in place by November 20, 2023.
 - b. Lights must be removed by March 1, 2024.
 - c. Lighting decorations should be on timers to remain on from dusk to dawn seven days per week throughout the display period.

iii. Display

Design, provision, installation and removal of non-denominational holiday lights and decorations.

- iv. Pricing (Exhibit C)
 - a. Pricing shall be proposed on Exhibit C.
 - b. Each bid/proposal should provide options for the Partnership to either purchase or rent the lighting and decorations.
 - c. When options to purchase are provided, the contractor must include storage, installation and maintenance/ replacement of lights and decorations as required for subsequent years.
 - d. Pricing should be indicated per area, per pole and per tree, to enable the Partnership to scale the proposal's different elements to fit its holiday lighting budget.

v. Installation

- a. Provide licensed personnel to perform work in a safe and timely manner.
- b. Conduct working tests to ensure electrical balance and integrated operation of equipment.

vi. Lights

- a. Contractor shall provide high quality outdoor lights.
- b. Contractor will be responsible for installing all cabling and connecting the lights to the power outlets as necessary.
- c. Contractor shall ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- d. Each proposal must specify amperage and electrical requirements.
- e. Contractor shall provide excellent quality materials to meet safe electrical standards.
- f. Solar power options may be considered.

vii. Maintenance

Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning as intended. All malfunctioning lights that occur during the display period must be repaired or replaced within a reasonable time, not to exceed three (3) days from the time of notice. Please provide maintenance staff contact information, telephone number and email address to enable the Partnership to convey any issues with any display if and as they arise and in a timely manner.

viii. Equipment

Contractor shall supply all lifts and other materials necessary to install, maintain and remove lights and decorations safely and successfully.

ix. Permits

The Proposer shall be responsible for obtaining any necessary permits from the appropriate governmental authority for the work to be performed and pay for any fees associated with the proposed scope of work. The Partnership **shall be provided with a copy of any permits, fees**

paid, and/or approvals pertaining to their district prior to commencing work under the contract.

x. Disposal of Waste

Contractor shall make provisions to dispose of all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations.

xi. Safety Precautions

Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the Partnership.

EXHIBIT B: DISTRICT MAP DOWNTOWN JAMAICA PARTNERSHIP DISTRICT





EXHIBIT C: PRICE PROPOSAL

THIS PAGE MUST ACCOMPANY PROPOSAL RESPONSE

Labor fees shall include **all costs** including travel and reimbursables associated with providing the Scope of Work as detailed herein. No additional cost or charges shall be permitted. The Downtown Jamaica Partnership will not reimburse for these costs. Please complete all required areas below.

Area	Element	Number of	One Time	Cost per Item	Other Costs	Total		
		Elements	Costs	(Annual)	(Annual)	Cost		
А	Rope light	хх						
	arches							
А	Tree light	хх						
А	Streetlight	хх						
	pole							
Total (Ar	\$xxx							
В								
В								
Total (Ar	\$xxx							
С								
Total (Ar	\$xxx							
D								
D								
Total (Ar	\$xxx							
E								
Total (Area E)						\$xxx		
GRAND TOTAL (for all areas)						\$xxxx		

Name of Contractor Submitting Proposal: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Name of Business: ______

Address of Business: _____

Telephone Number of Business: ______

Email Address of Business: _____