



DOWNTOWN BROOKLYN PARTNERSHIP

HOLIDAY LIGHTS FABRICATION, INSTALLATION, AND STORAGE

REQUEST FOR PROPOSALS

Issue Date: February 5, 2020

NOTE: EXTENDED

Submission Date: March 6, 2020 (5:00 PM EST)

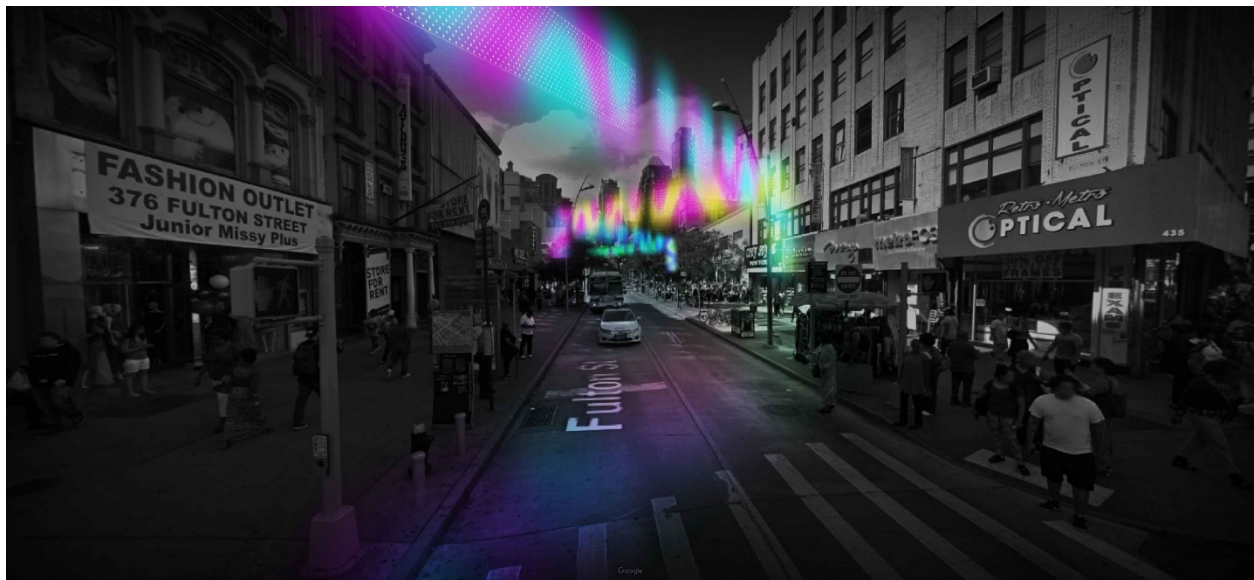


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I. INTRODUCTION

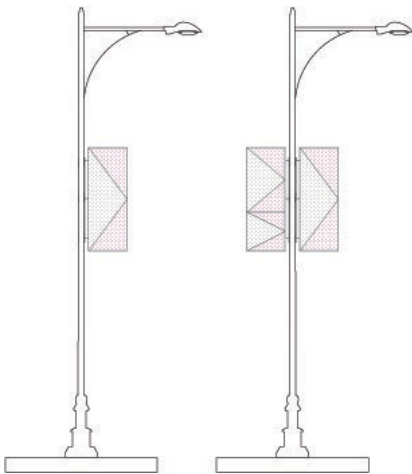
The Downtown Brooklyn Partnership (“DBP”) is a not-for-profit local development corporation that serves as the primary champion for Downtown Brooklyn as a world-class business, cultural, educational, residential, and retail destination. DBP is soliciting proposals from qualified firms (“Respondents”) to provide for the fabrication and installation of holiday lights in accordance with established design (see Appendices B, C, D, E) and storage and maintenance of these items in the off-season (January through October).

II. SCOPE OF SERVICES

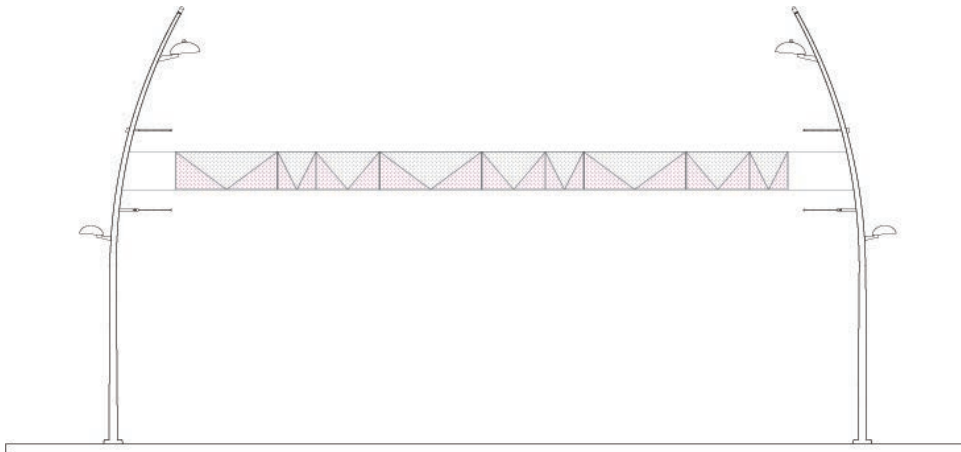
The services to be provided by the selected firm shall consist of such advice and services as are necessary to assist DBP, when requested, to achieve the goals set forth above. These activities shall be performed in consultation with DBP and LA FANTASTICA and include but are not limited to the fabrication, prototype, installation, removal, maintenance, and storage of holiday lights and decorations, including:

FABRICATE

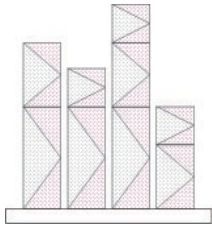
1. (134) banners (21) double banners sets



(41) skylines



(16) 3D sculpture groups



and accompanying hardware in accordance with design in Appendix D and lighting colors in accordance with Appendix E

2. 35'-40' Christmas Tree
3. 10' (or greater) Menorah

PROTOTYPE

4. Work with LA FANTASTICA and DBP to mitigate any design issues and to optimize fabrication while constructing a prototype for each typology (banner, skyline, 3D sculpture) as outlined in Appendices B and D.

INSTALL/RIG

5. Deliver and install all holiday lights and elements in accordance with locations outlined in Appendix C
6. Provide all lights, power distribution boxes, and electrical cords in good working order with necessary weather protection, including the modification, repair, and installation of outlets on poles as needed
7. Attach all banner structures and skyline rigging to existing streetlight poles according to Appendix D

MAINTAIN/STORE

8. All holiday lights and elements throughout their deployment
9. Safely remove and store all elements during off season, including regular maintenance and repair

PERMIT

10. Secure all permits for activities, including DOT Temporary Festoon/Holiday Lighting Permit found in Appendix G

III. PERTINENT DATES

Release Date: February 5, 2020

Question Submission Deadline: February 11, 2020

Proposal Submission Deadline: March 6, 2020 **NOTE: EXTENDED**

IV. PROPOSAL SUBMISSION PROCESS

Responses to this RFP must be submitted by email to Laura Carlson, Operations Manager, at Lcarlson@downtownbrooklyn.com no later than close of business (5:00 PM) on March 6, 2020. Proposals received after the Submission Deadline may not be considered.

DBP will not accept oral proposals.

Firms interested in providing services in Section II above are required to submit a proposal that includes the following:

- a. A detailed scope of work. The scope should include a description of the tasks to be performed and the means to be used to accomplish these tasks.
- b. Documentation of the firm's experience providing similar services. A client list with at least three references must be provided. Please provide the Name, Organizational Affiliation, Title, Phone Number, and Email for each of the three contacts.
- c. Identification of key personnel, stating their relevant experience and specifying the extent of their commitment to this activity.
- d. A fee package that includes:
 - i. An estimated budget that outlines the expected costs for all services including, but not limited to prototypes, fabrication, production, maintenance, and storage.
 - ii. Completion of pricing sheet found in Appendix F
 - iii. Unusual conditions that might affect the cost.

DBP will review all submissions for completeness and compliance with the terms and conditions hereof. DBP reserves the right to request such additional information or materials as it may deem useful or appropriate to evaluate each Respondent's qualifications, past performance and current activities, or clarification or modification of any submitted proposal.

DBP will permit the correction of deficient submissions that do not completely conform to this RFP on a case by case basis. Submission of a proposal shall constitute the Respondent's consent that DBP may make any inquiry deemed useful or appropriate to evaluate the Respondent's qualifications. DBP is not obligated to accept any unsolicited additional materials, clarification, modification or background information. DBP may conduct discussion with some of the Respondents submitting proposals and not others. DBP reserves the right, in its sole discretion, to reject submissions; to postpone, amend and/or this RFP or specific projects contained within; require supplemental information; waive defects; permit

corrections; and/or negotiate or hold discussions with any firm. DBP may exercise the foregoing rights at any time without notice or liability to any proposing firm or other party for expenses incurred in the preparation of responses hereto or otherwise. No copies of materials submitted in response to this RFP will be returned.

All questions regarding the RFP must be emailed to Laura Carlson, Operations Manager, via email at Lcarlson@downtownbrooklyn.com. Questions should be submitted no later than 11:59PM on Tuesday, February 11, 2020.

V. SELECTION PROCESS

DBP will select the Respondent which, in the sole judgment of DBP, most successfully demonstrates the necessary qualities to undertake the project, offers the most cost-effective proposal, and best meets the needs and goals of DBP. DBP may award a contract to the firm whose proposal is deemed to be most advantageous to DBP, in DBP's sole discretion.

DBP will not pay any costs incurred by any firm in responding to this RFP. The review or selection of a submission will create no legal relationship or equitable rights in favor of a Respondent, including, without limitation, rights of enforcement or reimbursement.

Interviews may be held with any or all of the Respondents after the receipt of the submissions. Interviews with DBP will be scheduled after initial review of the proposals.

Failure by DBP to select a firm, or to enter into a contract with a firm if selected as a result of this RFP, will not create any liability on the part of DBP or any of their members, directors, officers, employees, agents, consultants, or other Respondents.

Submission by a firm shall constitute a waiver by the Respondent of any claim or cause of action against any of the aforementioned for any costs incurred or for any matters arising in connection with the review of the submissions.

DBP will evaluate submissions in response to this RFP in accordance with the following criteria, without limitation, which are not listed in order of importance:

1. Respondent's and subconsultant's experience with services required for the project and quality of staff assigned to the project.
2. Demonstrated experience working with not-for-profit corporations that interact with government agencies; local community-based organizations, and local elected representatives.
3. Fee package, including fixed fee for all services and reimbursable expenses.

VI. TERM

The contract shall be for a period of five (5) years with five (5) options for one-year renewals to be exercised by DBP, in its sole discretion no less than 60 days prior to contract expiration at the price set forth in the contract. Prices for initial term and renewal terms shall be set forth in the contract.

APPENDIX A

ESTIMATED FABRICATION TIMELINE

April 2020 – Prototyping and onsite installation tests begin

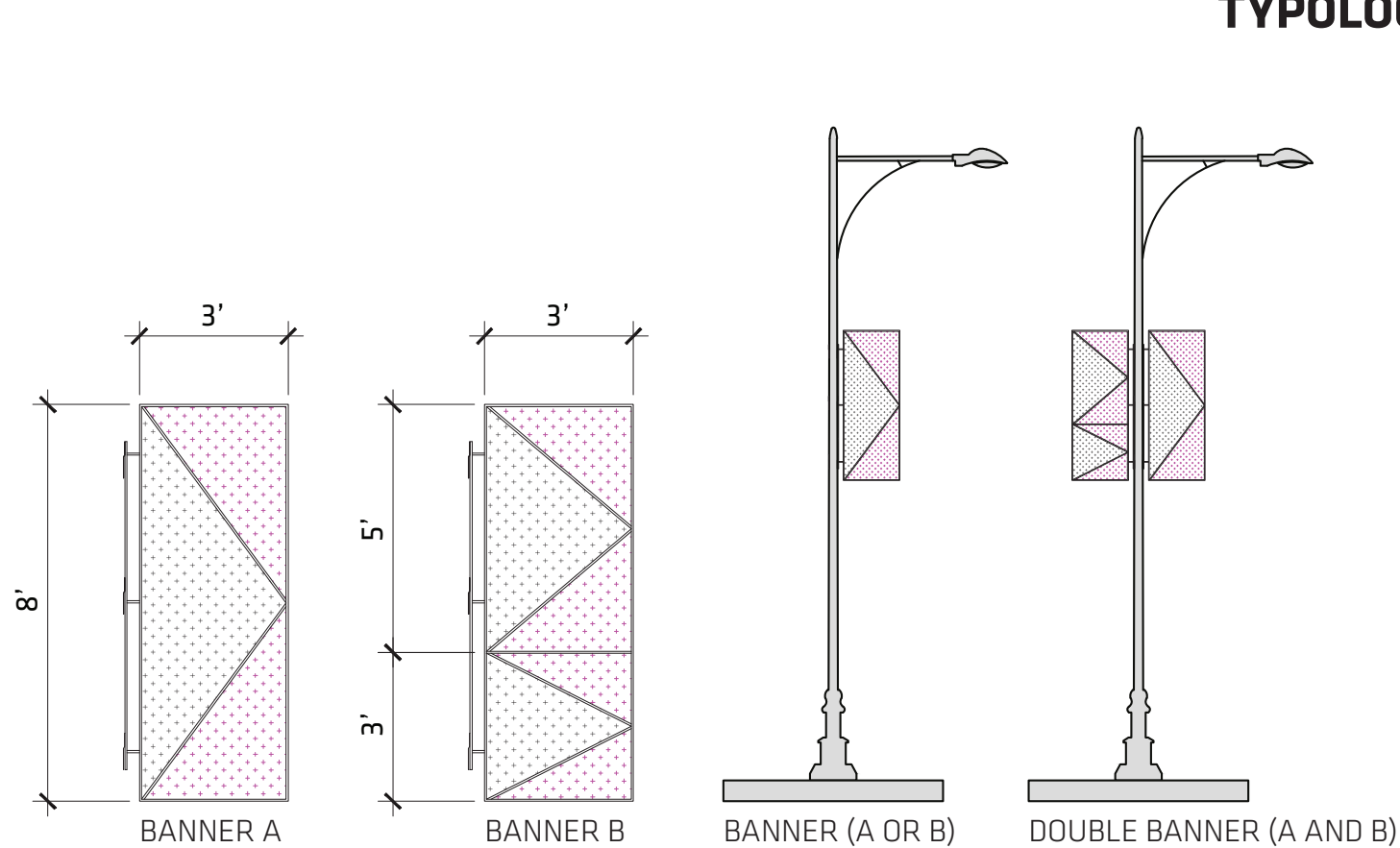
June 30, 2020 - Prototyping and fabrication completed

July 1, 2020 - Lights go into storage

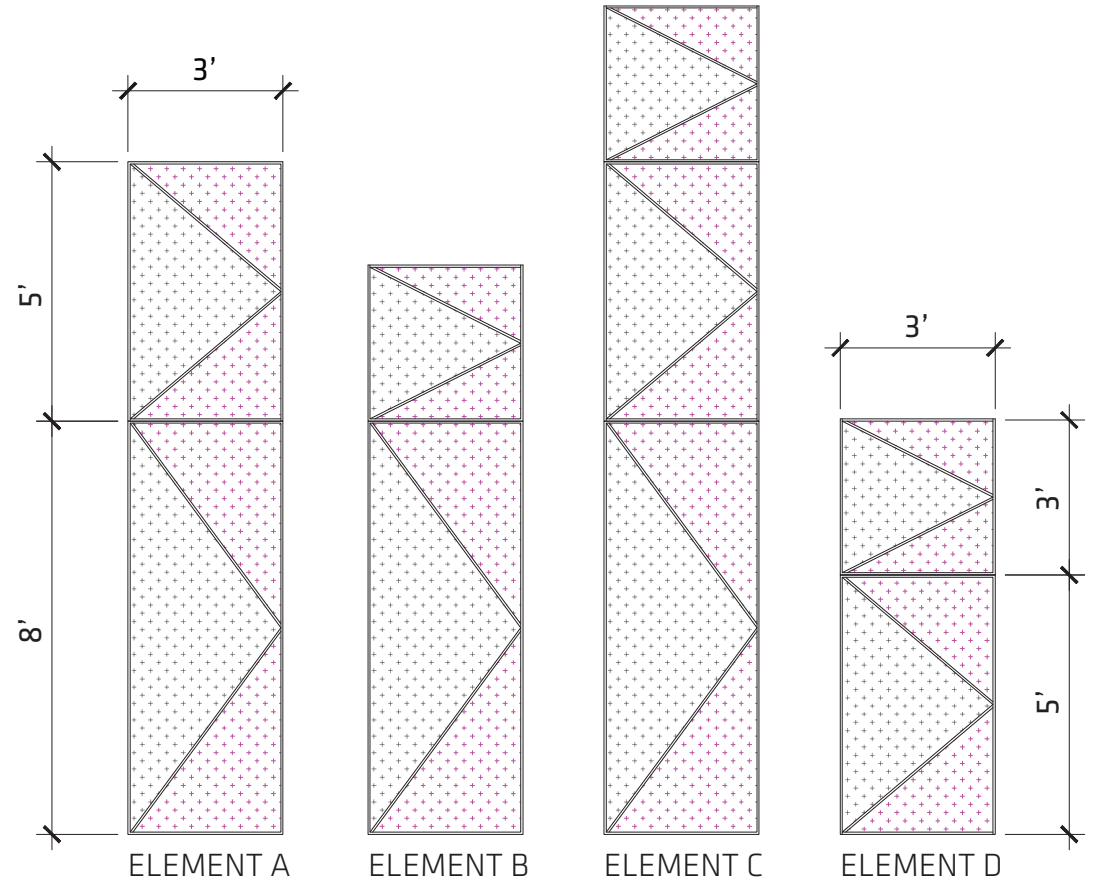
September-October 2020 - Permits secured

November 11, 2020 - Installation of new design

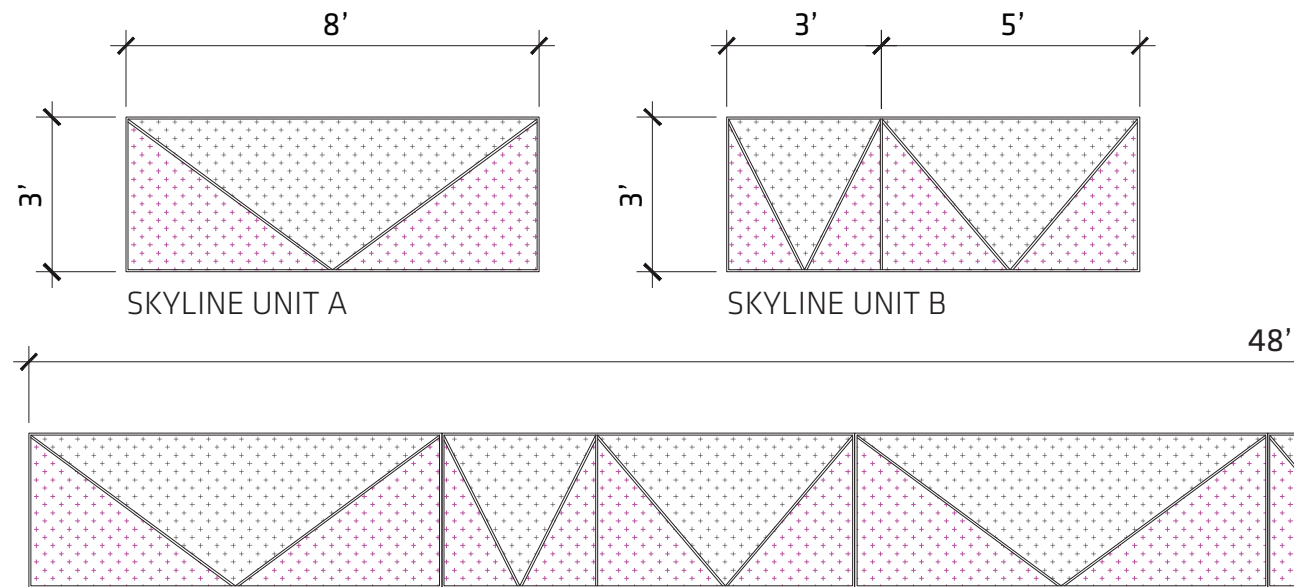
APPENDIX B
TYPOLOGIES



BANNER/DOUBLE BANNER - 134 BANNERS, 21 DOUBLE BANNER SETS
SINGLE AND DOUBLE BANNER UNITS MOUNTED TO POLE



3D SCULPTURE - 16 SCULPTURE GROUPS
4 UNIQUE STANDING GROUND MOUNTED ELEMENTS
COMBINED TO FORM ONE 3D SCULPTURE



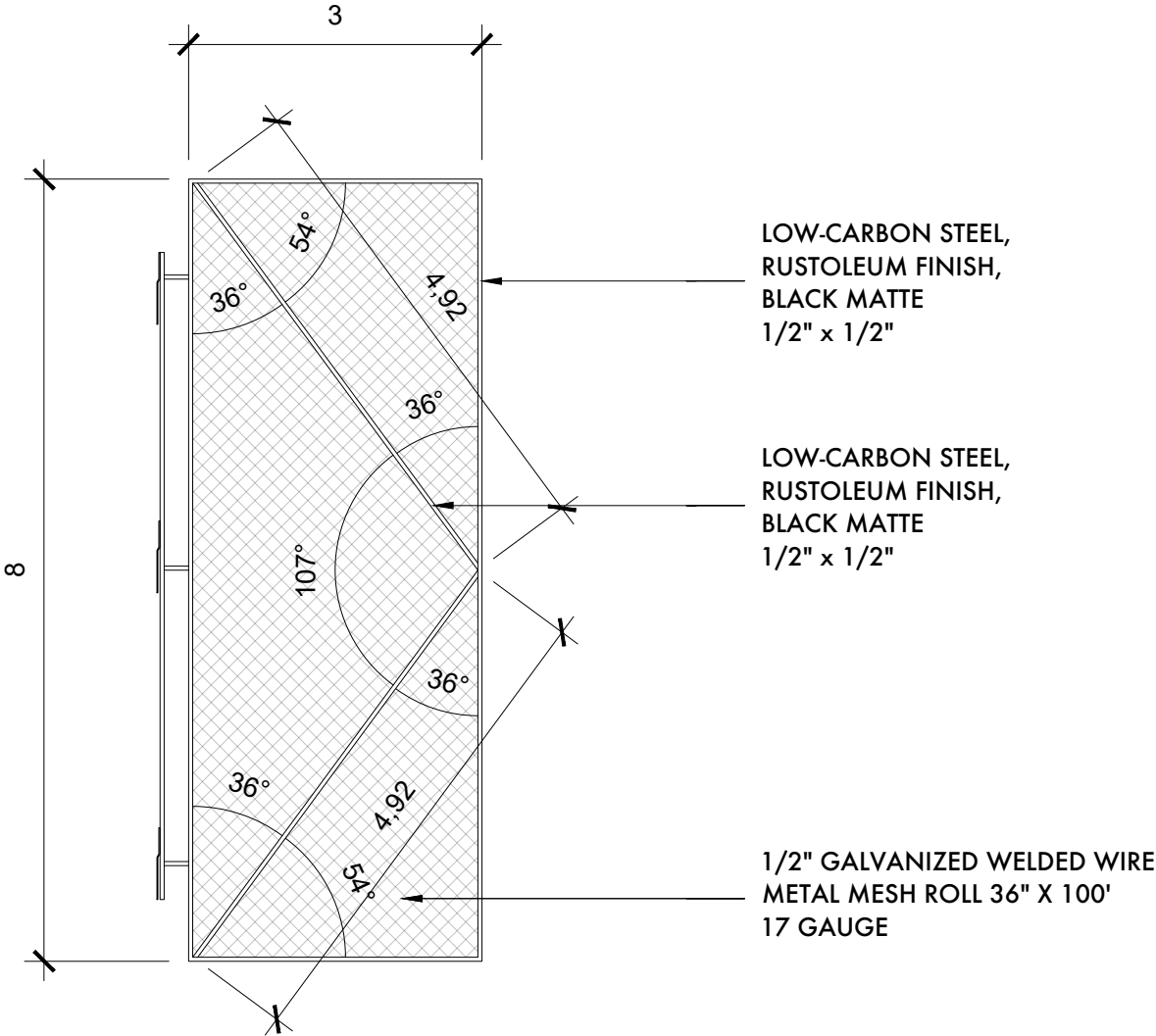
SKYLINE - 41 SKYLINES
6 SKYLINE UNITS ALTERNATING BETWEEN A AND B ATTACHED TO FORM RIGID STRUCTURE MOUNTED OVER ROADWAY FROM POLE TO POLE

APPENDIX C INSTALLATION AREA MAP

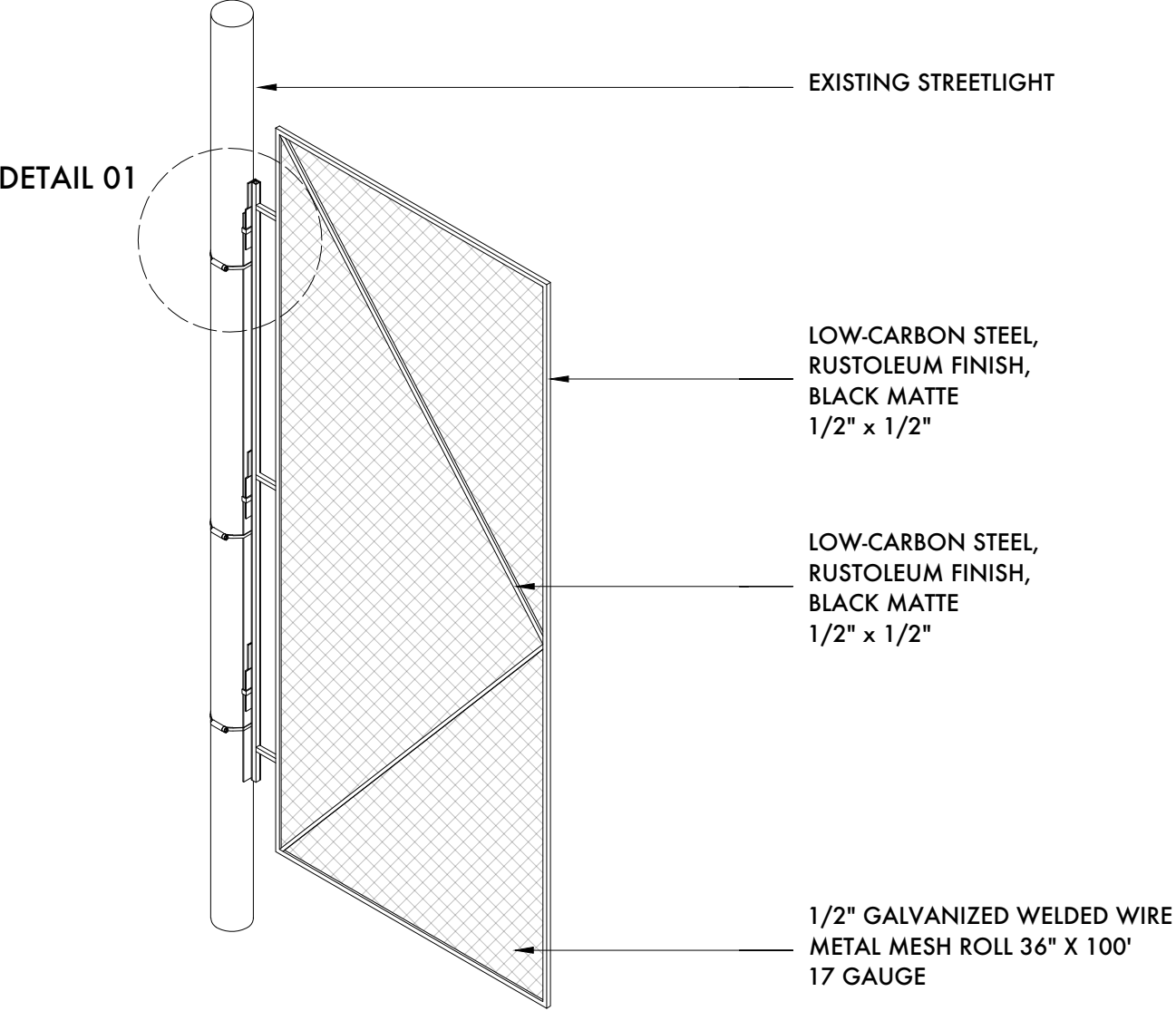
- LIGHT POLE
- SHORT POLE (not for use)
- BANNER (134)
- DOUBLE BANNER (21)
- 3D SCULPTURE (16)
- SKYLINE (41)



APPENDIX D
FABRICATION DRAWINGS



ELEVATION



AXONOMETRIC

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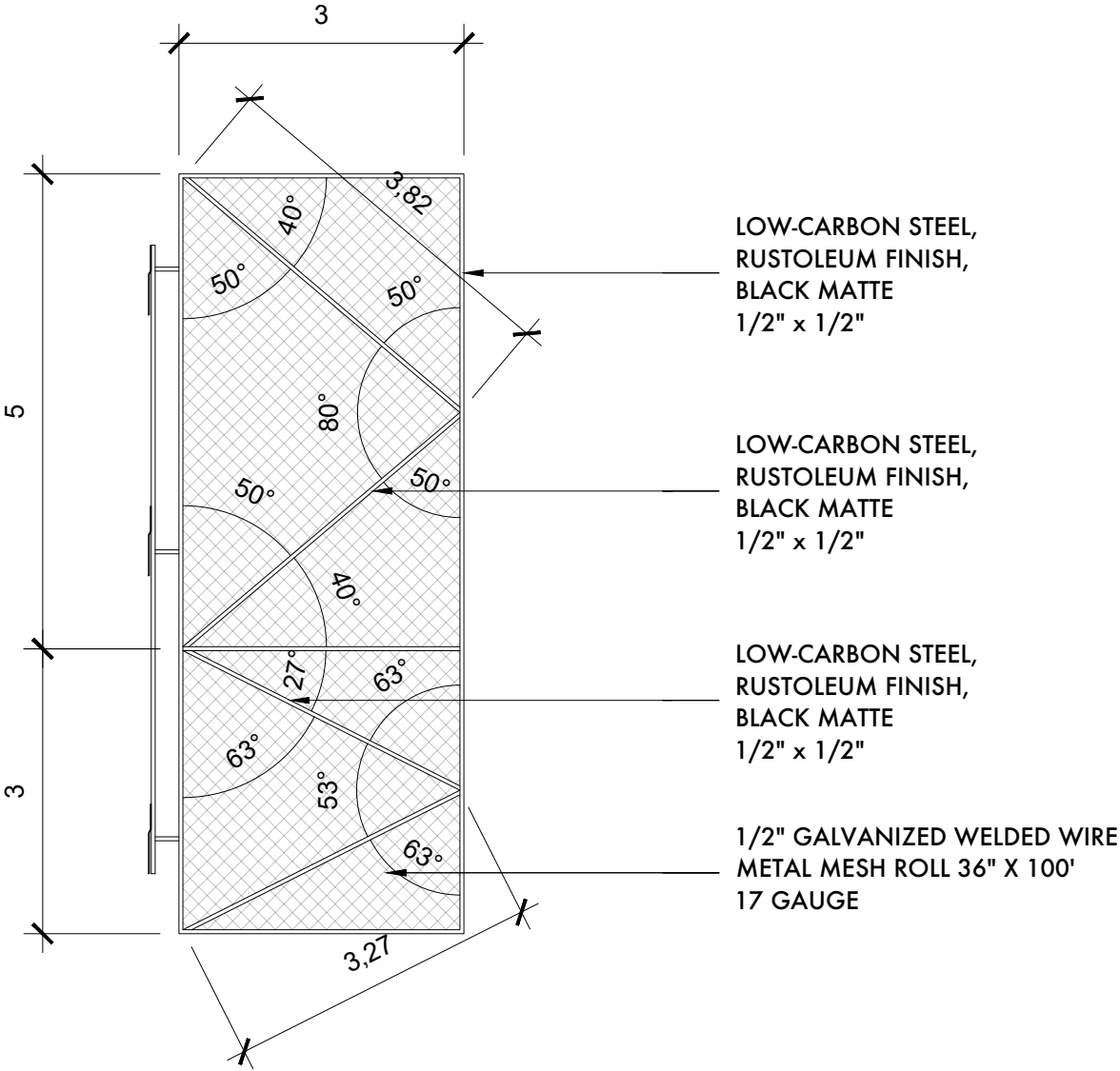
55 Washington St
Suite 710
Brooklyn NY 11201
T. 718 422 0403
www.totembrooklyn.com

BANNER A

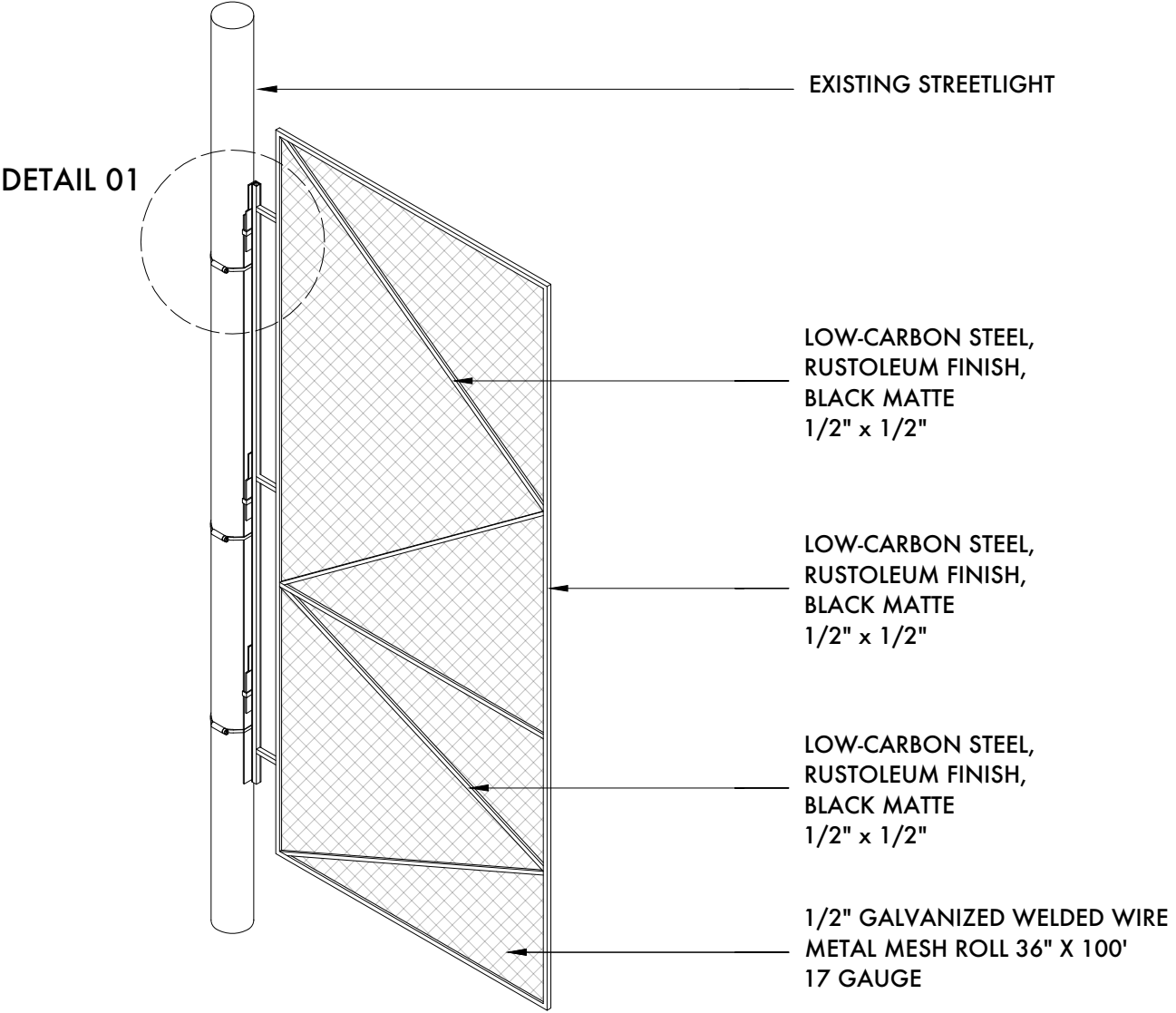
SHEET:

1/12

The professional services of FANTÁSTICA are limited solely to aesthetic and/or cosmetic services and do not extend to or include any fabrication documents, construction administration, or any installation related matters whatsoever. Therefore, it is understood and agreed that FANTÁSTICA shall have no professional liability for any fabrication, installation, health or safety related matters whatsoever. It is further understood and agreed that the Client shall fully indemnify FANTÁSTICA against any claims arising out of any installation, health or safety related matters, including costs to defend.



ELEVATION



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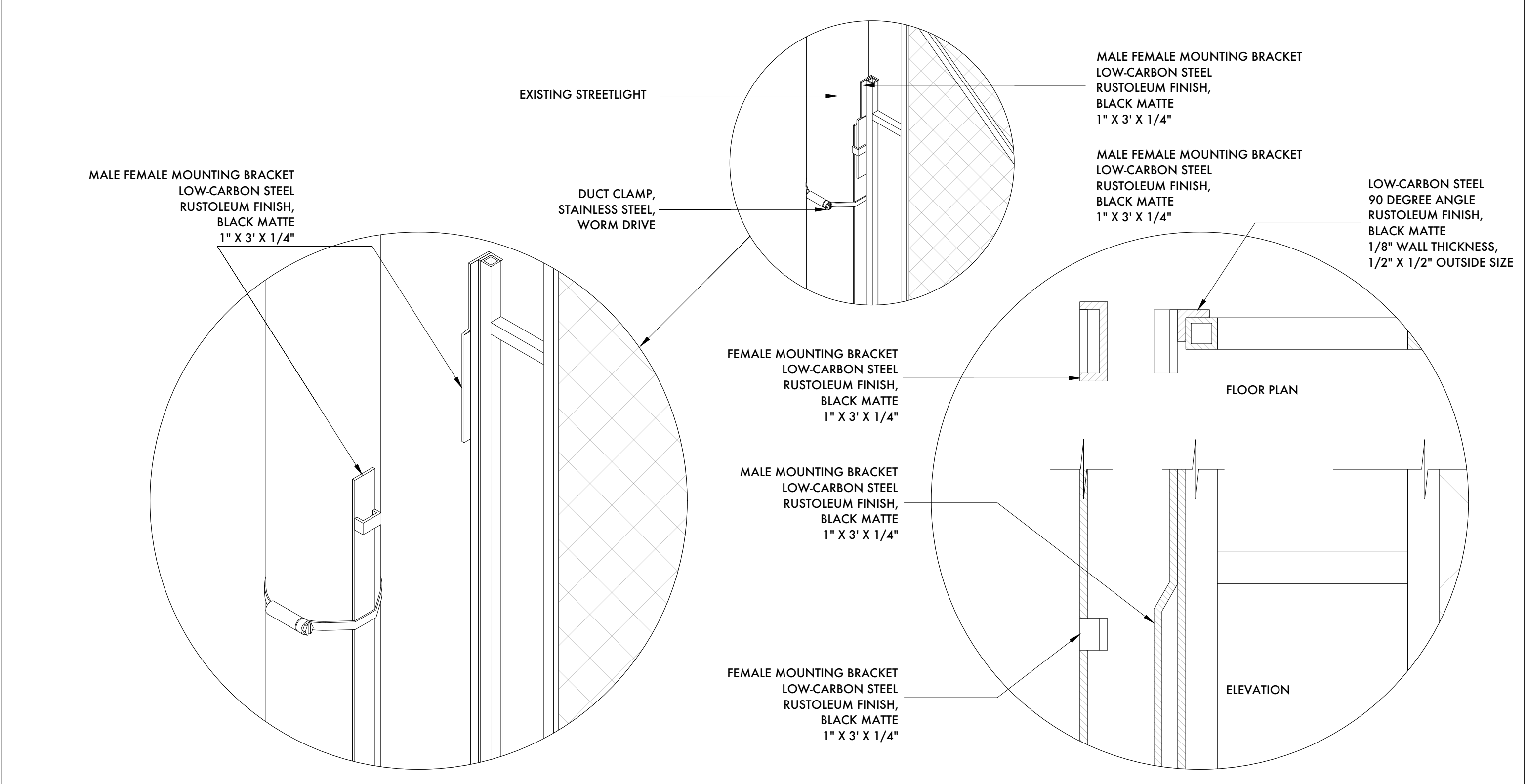
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BANNER B

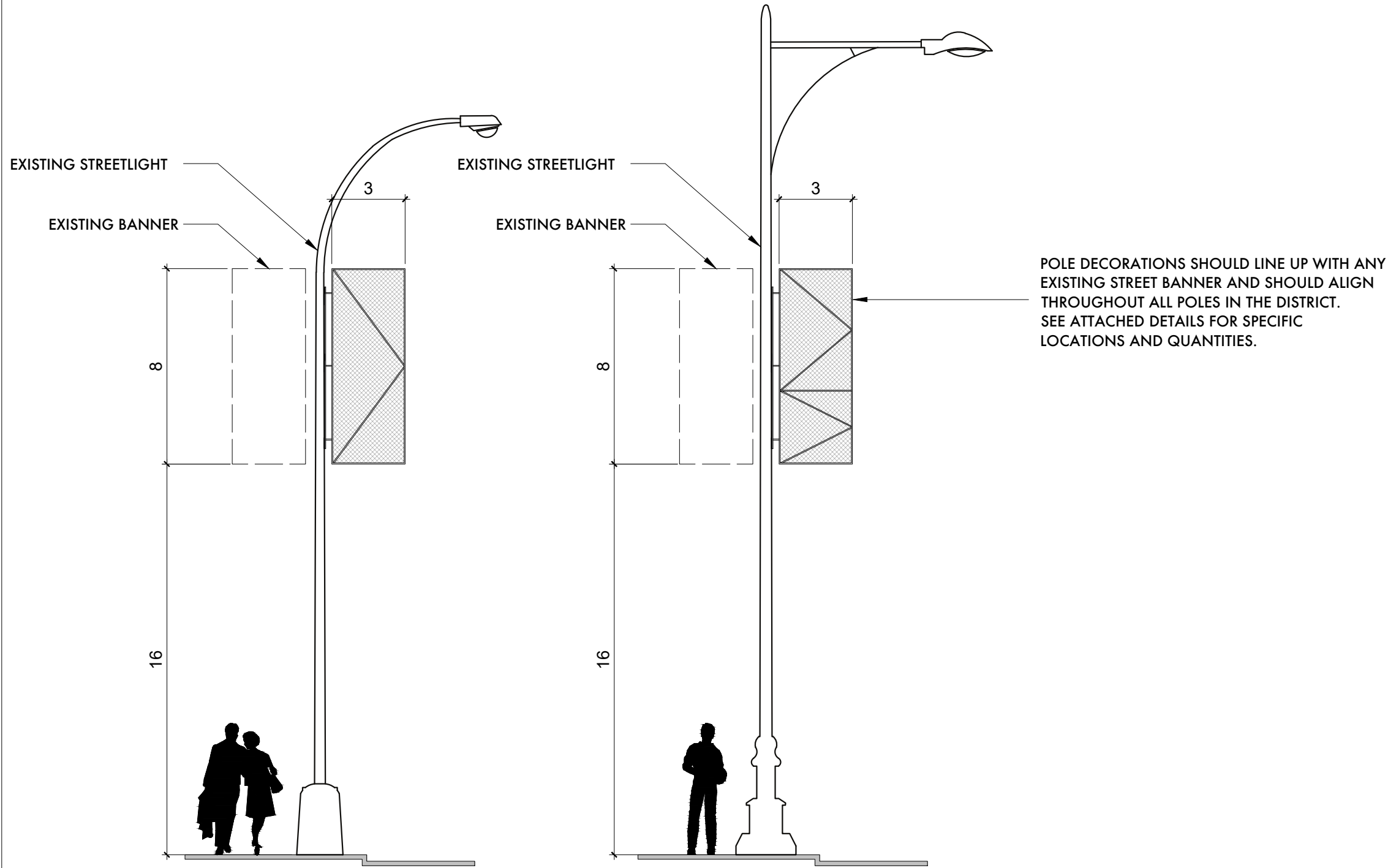
SHEET:

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design by FANTÁSTICA TOTEM 55 Washington St Suite 710 Brooklyn NY 11201 T. 718 422 0403 www.totembrooklyn.com	BANNER A & B DETAIL 01	SHEET: 3/12	The professional services of FANTÁSTICA are limited solely to aesthetic and/or cosmetic services and do not extend to or include any fabrication documents, construction administration, or any installation related matters whatsoever. Therefore, it is understood and agreed that FANTÁSTICA shall have no professional liability for any fabrication, installation, health or safety related matters whatsoever. It is further understood and agreed that the Client shall fully indemnify FANTÁSTICA against any claims arising out of any installation, health or safety related matters, including costs to defend.
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BANNER A & B
ELEVATION

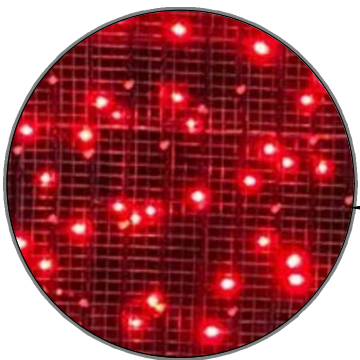
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4/12

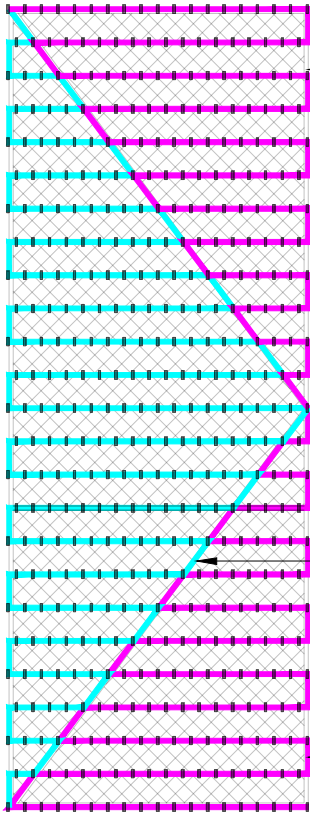
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EACH MODULE SHOULD HAVE 15 STRINGS OF LIGHTS ATTACHED USING CABLE TIES AT 2" INTERVALS



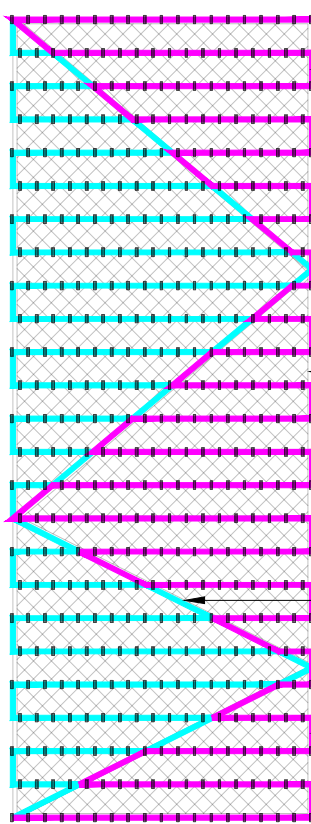
MINI LIGHTS SPECS:
CMS-70WA-4GWW 24 ft. STRING LIGHTS - (100) WIDE ANGLE
LED 'S - 4in. BULB SPACING -GREEN WIRE - 4.8
WATT - COMMERCIAL DUTY - 40 SET MAX. CONNECTION -
MALE TO FEMALE CONNECTION - 120V



MINI LIGHTS

COLOR A

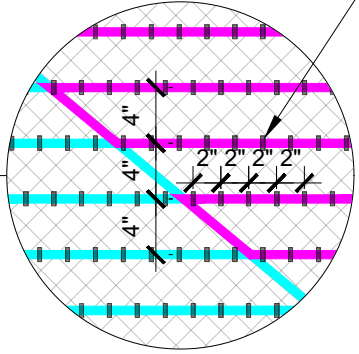
COLOR B



MINI LIGHTS

COLOR A

COLOR B



STANDARD CABLE TIE
5 - 1/2" LONG,
40 lbs. BREAKING STRENGTH,
BLACK

NOTE:
SEE ATTACHED DETAILS FOR SPECIFIC
COLOR COMBINATIONS

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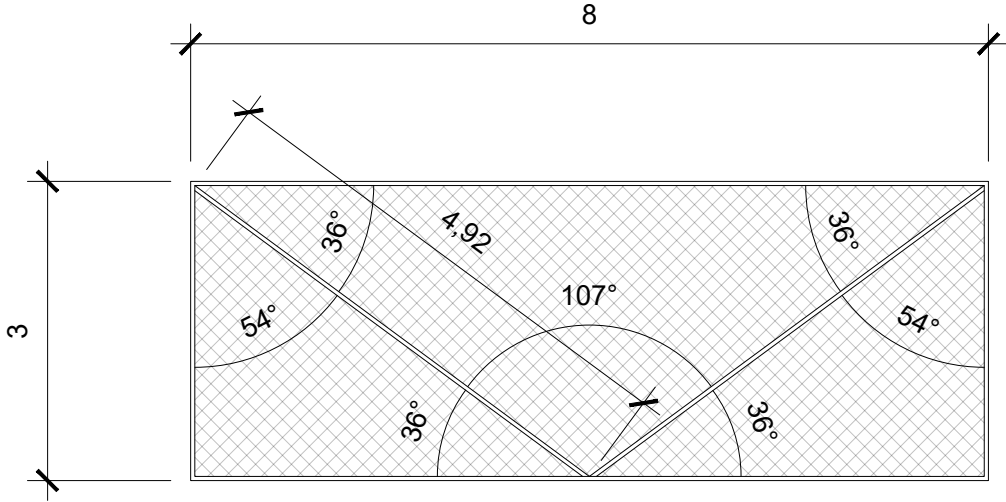
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BANNER A & B
WIRING DETAIL

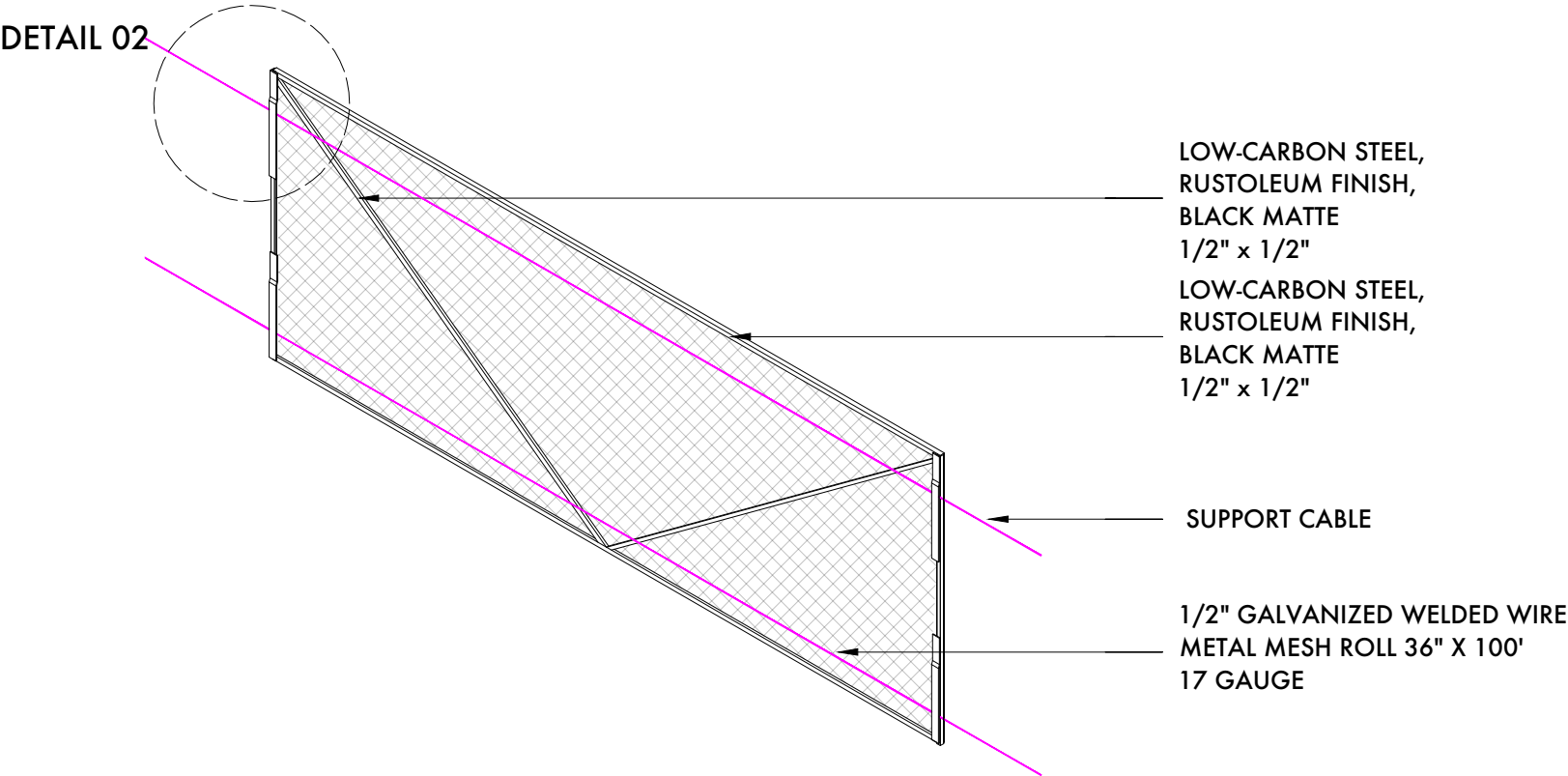
SHEET:

5/12

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ELEVATION



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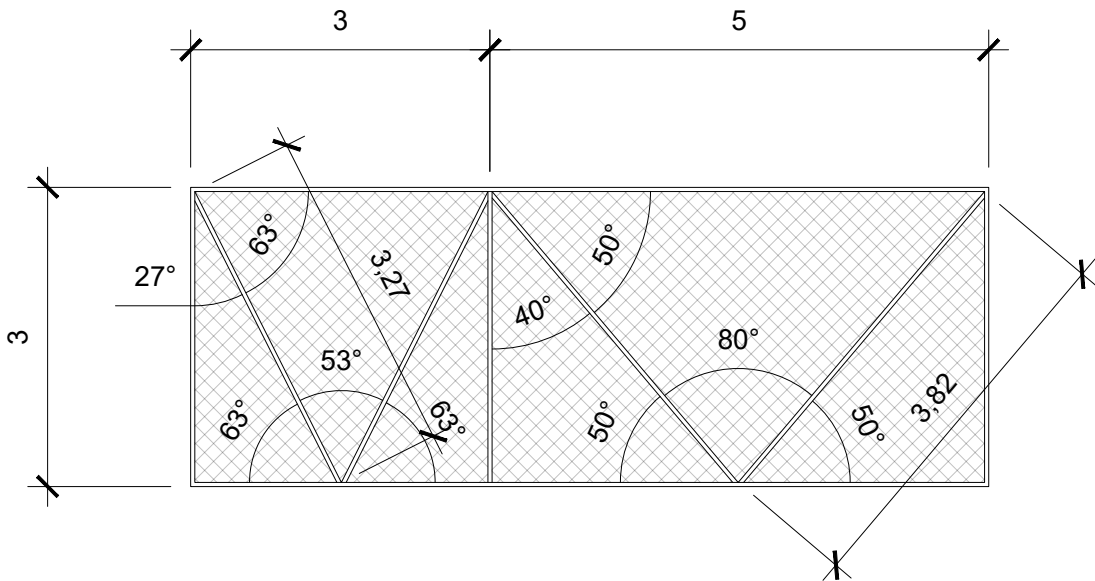
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SKYLINE A

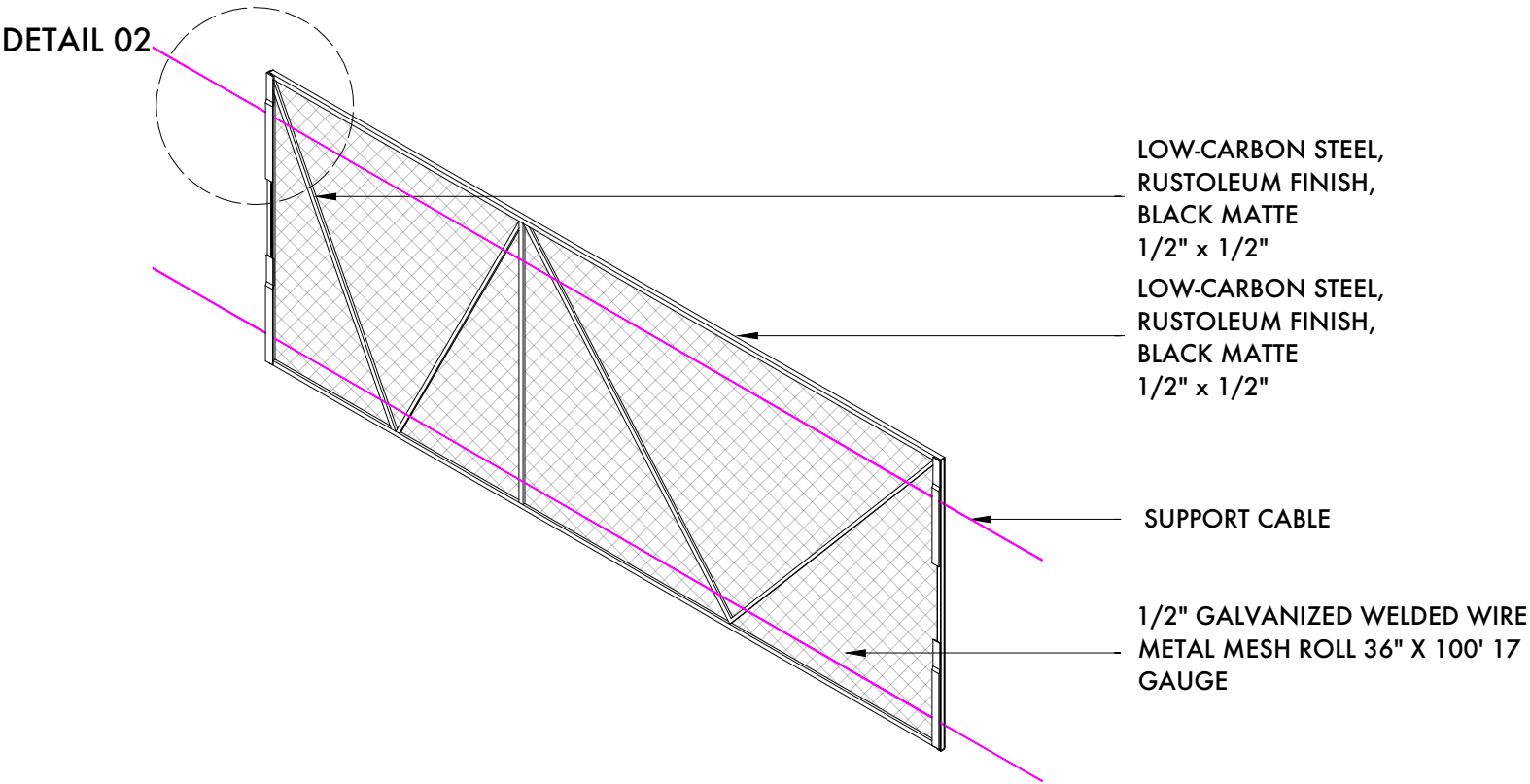
SHEET:

6/12

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FANTÁSTICA

SKYLINE B

SHEET:

7/12

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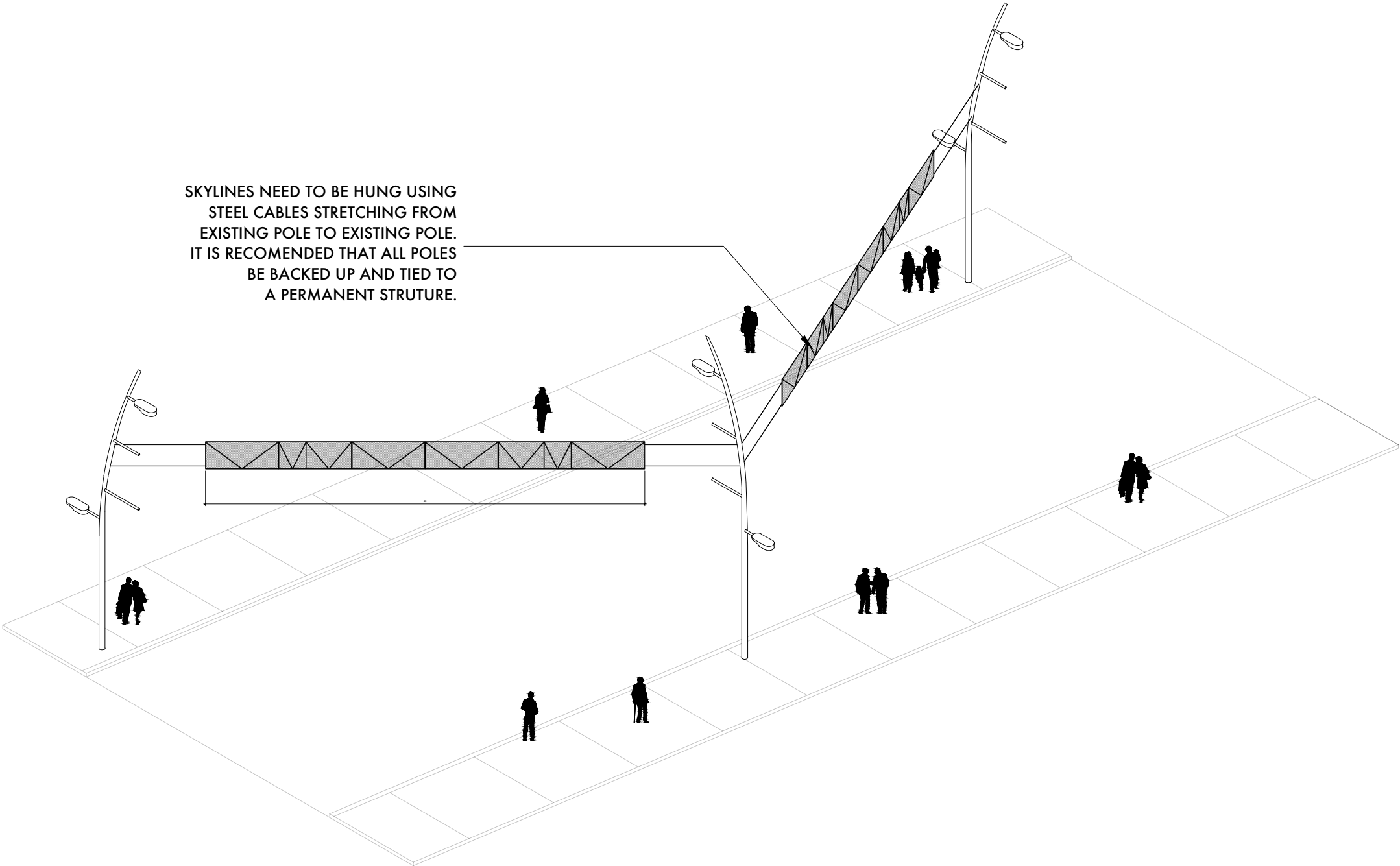
TOTEM

SKYLINE A & B

DETAIL 02

8/12

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SKYLINES A & B

AXONOMETRIC

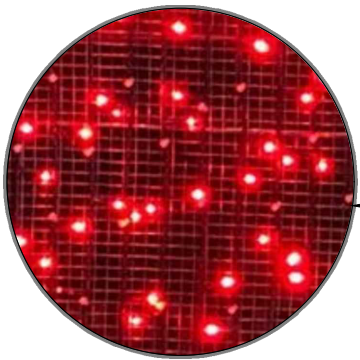
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9/12

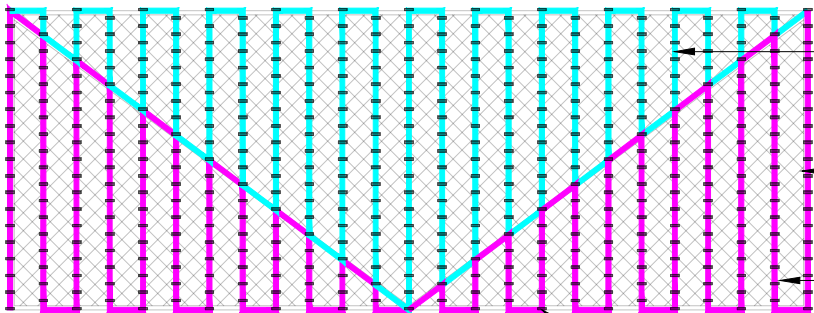
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EACH MODULE SHOULD HAVE 15 STRINGS OF LIGHTS ATTACHED USING CABLE TIES AT 2" INTERVALS



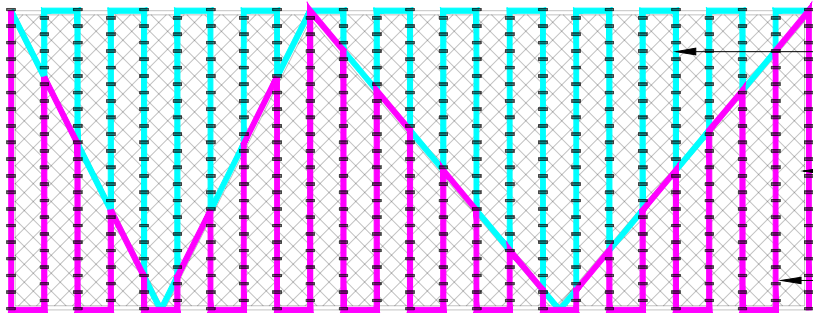
MINI LIGHTS SPECS:
CMS-70WA-4GWW 24 ft. STRING LIGHTS - (100) WIDE ANGLE LED 'S - 4in. BULB SPACING -GREEN WIRE - 4.8 WATT - COMMERCIAL DUTY - 40 SET MAX. CONNECTION - MALE TO FEMALE CONNECTION - 120V



COLOR A

MINI LIGHTS

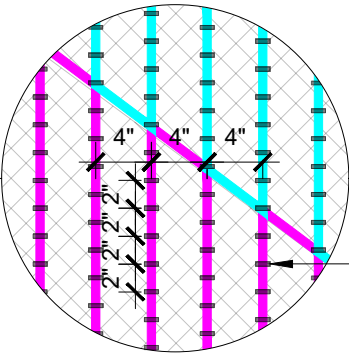
COLOR B



COLOR A

MINI LIGHTS

COLOR B



STANDARD CABLE TIE
5 - 1/2" LONG,
40 lbs. BREAKING STRENGTH,
BLACK

NOTE:
SEE ATTACHED DETAILS FOR SPECIFIC
COLOR COMBINATIONS

design by



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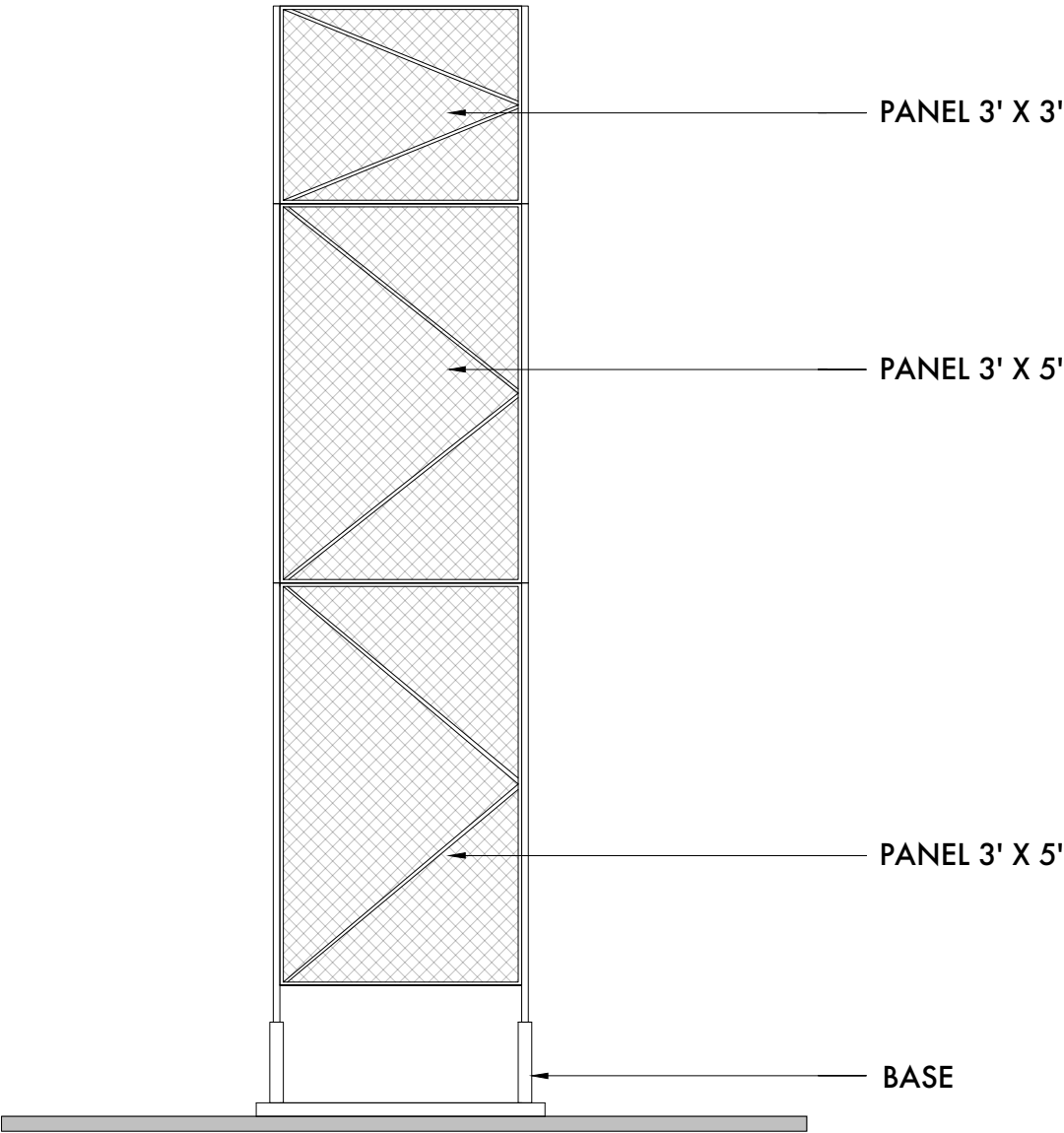
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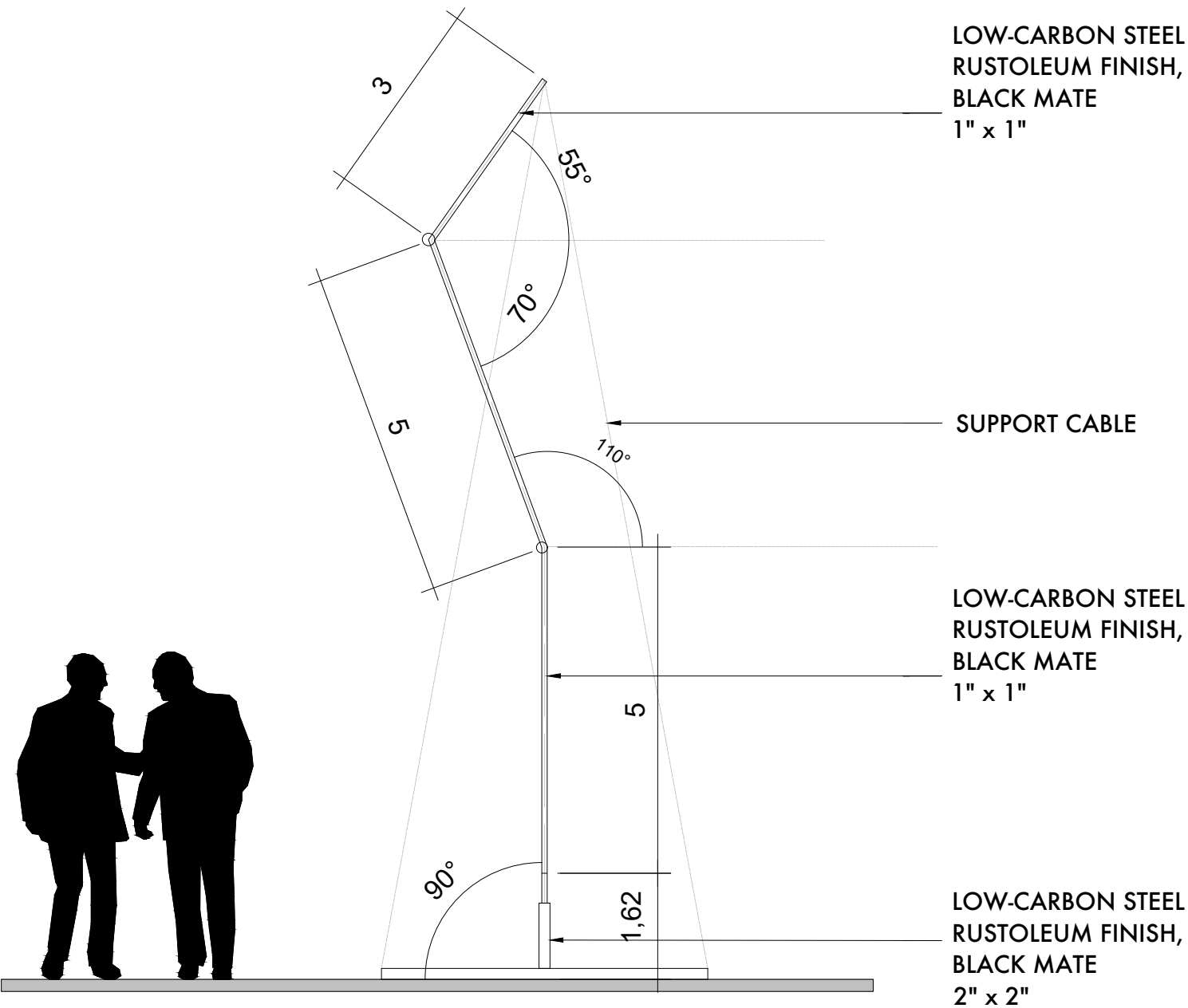
BANNER A & B
WIRING DETAIL

SHEET:
10/12

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FRONT ELEVATION



SIDE ELEVATION

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3D SCULPTURE ELEVATION

SHEET:
11/12

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A

|TOTEM|

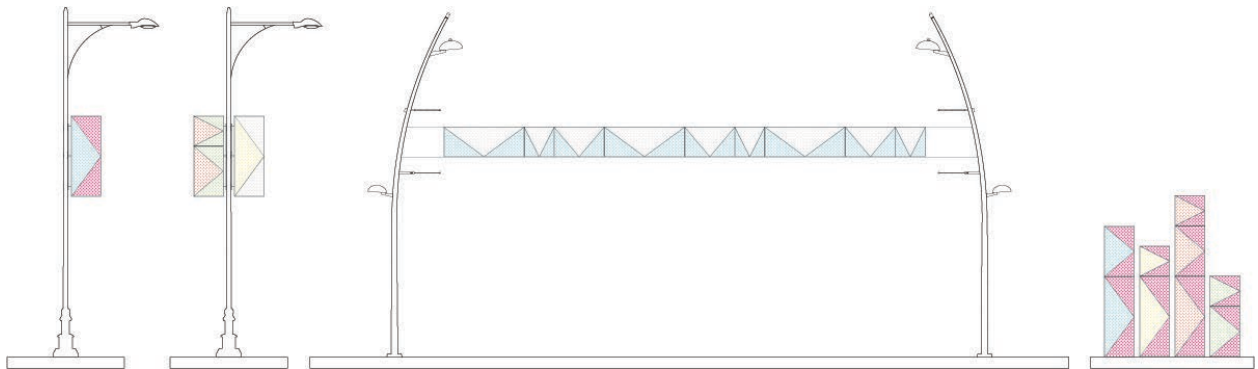
3D SCULPTURE AXONOMETRIC

12/12

Every aspect of our work reflects our belief in the promise of cities

APPENDIX E COLOR SCHEDULE

COLOR	STRAND COUNT
PINK	1575
COOL WHITE	1450
YELLOW	1320
GREEN	1235
RED	1190
WHITE	1080
TOTAL	7850 STRANDS



Color arrangement examples. Full schedule provided upon selection.
See Appendix D for light specifications.

**APPENDIX F
PRICING SHEET**

Fabrication Costs

Banner (A or B) _____

Double Banner (A and B) _____

Skyline (composed of 6 skyline units) _____

3D Sculpture (composed of 4 unique elements) _____

35+’ Tree _____

10+’ Menorah _____

Fees

Installation _____

Maintenance _____

Storage _____

Off Season Maintenance _____

PROJECT TOTAL _____

Initial to acknowledge agreement to insurance terms _____

APPENDIX G
TEMPORARY FESTOON/HOLIDAY LIGHTING PERMIT APPLICATION



APPLICATION FOR THE INSTALLATION OF
**TEMPORARY FESTOON/HOLIDAY LIGHTING AND/OR OTHER TEMPORARY
LIGHTING**

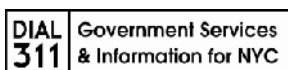
New York City Department of Transportation

Division of Street Lighting
34-02 Queens Boulevard, 2nd floor
Long Island City, New York 11101
Telephone: 718-786-4595

Applicant Information:		Section I		(Please repeat this information on page 3.)	
Festival Lighting: YES	NO	Seasonal Holiday Lighting: YES	NO	Other: YES	NO
Name of Sponsoring Group: _____					
Address of Sponsoring Group: _____					
City: _____		State: _____		Zip: _____	
Contact name in Group: _____			Telephone: _____		
Mayor's Office Street Activity Permit (if appropriate) #: _____ (Please attach copy of permit.)					
Electrical Contractor Performing Work: _____			License # of Contractor: _____		
Contractor 24 Hour Contact Name: _____			Telephone: _____		
Contractor's Corporate Officer Name: _____					
Address of Contractor: _____					
Location of Project: On (main roadway/s) _____					
Cross Streets: between _____ and _____					
Borough: _____ Number of Poles Involved: _____ (Traffic Signal Poles may not be used.)					
Dates Lighting will be Attached to Poles: From _____ to _____					
Date Lighting will be illuminated; From _____ to _____ Wood Pole Area? Yes No					
Minimum Height of Installation above Roadway: _____ Sidewalk: _____ Feet (Please show the details of the locations of the installation heights on your drawing/map.)					

**Conditions for the Installation of Temporary Festoon/Holiday Lighting and/or
Other Temporary Lighting:**

1. It shall be the responsibility of the sponsoring group/organization and/or permittee to submit the signed and dated application with the detailed drawing directly to the Division of Street Lighting. The group's contractor shall not be permitted to submit the application and/or drawing.
2. The cost and expense of all work, including any damages incurred to NYC equipment, shall be borne by the sponsoring group/organization and/or permittee.
3. All work shall conform to the requirements of the New York City Department of Transportation (NYCDOT) Highway Rules (available on the NYCDOT website www.nyc.gov/dot). Please refer to Sections 2-03 and 2-14 (e) for specific provisions regarding temporary holiday lighting and other temporary lighting. This application does not include all the provisions of the rules.
4. Your group/organization, contractor and/or permittee shall obtain and maintain in force an insurance policy as provided in Section 2-02 of the Highway Rules and shall indemnify and hold the City harmless from any and all claims for personal injury or property damage arising from the installation, maintenance, operation and eventual removal of the temporary lights.
5. The sponsoring group shall make arrangements with the appropriate electric utility company to pay for the electricity that will be used to illuminate the temporary festoon/holiday lighting and/or other temporary lighting.





**APPLICATION FOR THE INSTALLATION OF
TEMPORARY FESTOON/HOLIDAY LIGHTING AND/OR OTHER TEMPORARY
LIGHTING**

Continued:

6. All plans, maps and documentation for the installation of temporary festoon/holiday and other temporary lighting shall be received by the Division of Street Lighting **at least 60 days** in advance of the desired installation date. Plans (indicating the main street and cross streets where the lights shall be located) are to be detailed and show each pole on the street where the lighting will be installed. The plans shall also indicate from which pole(s) the electric power is to be drawn and which pole is being used solely as an attachment. The plans shall include the size of the cable and the electrical load to be used, where and how the lighting is attached on all ends, such as on another street light pole, on a building, wooden stake, etc.; the types of devices to be installed on the poles and the heights of the equipment over streets and sidewalks. (GFI outlets are required. Please be sure to refer to the Highway Rules.)
7. **No lighting shall be installed on traffic signal poles (including pedestrian signal poles) or obstruct the visibility of traffic signals.** Temporary festoon/holiday and/or other temporary lighting shall not be installed inside the borders of an intersection and shall not obstruct the visibility of any traffic signals or signs.
8. All work shall be performed by a New York City licensed electrical contractor.
9. The Division of Street Lighting (DSL) shall review the plans and shall note the disposition of the applicant's request on this application form in Section II. If approved, the signed application shall be used to apply for a NYC Department of Buildings (DOB) Permit. Copies of this signed application along with the DOB permit shall be needed when applying for a NYCDOT permit the group to perform the work, as per Section 2-14 (e) of the DOT Highway Rules. **This application is NOT a permit. No lighting, including any attachments, shall be installed on a street light pole until a NYCDOT permit is acquired.**
10. The NYCDOT Electrical Inspections Unit (EIU) shall be notified via fax number 718-472-5228 of all proposed work at least 72 hours prior to commencement. **A copy of your DOT permit shall also be faxed at this time.**
11. Prior to commencing any work, the electrical contractor shall test the pole for stray voltage. If a pole tests positive, the electrical contractor shall contact DOT and Con Edison immediately and shall report such test result and location of the pole. This procedure shall be repeated when installation has been completed and when the equipment is to be removed at the conclusion of the permit. The results of such tests and determinations shall be provided to the Department as requested.
12. The Department may mandate that changes be made to the work performed. If the changes are not satisfactorily made, the Department may remove the temporary lighting and charge the cost of removal to the sponsoring group/organization.
13. Any group/organization, permittee, and/or electrical contractor who fails to comply with the requirements of this procedure shall be excluded from installing any temporary lighting the following year or seasonal cycle, or any other period of time as determined by the Department.
14. The signature of a duly authorized officer of your group/organization at the foot hereof, and the return of this application to the Division of Street Lighting, shall constitute your consent to the foregoing.

The below signature, title and date must be completed. This must be an original signature with the name printed on the next line. No copies or faxes are permitted.

Signature of Officer of Sponsoring Group: _____

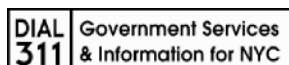
Print Name: _____

Title: _____ Date: _____

(Form SL-12, revised 1/3/08)

Before you submit this application, have you remembered to include?:

1. The current year's application, with signature, printed name and title of an officer of the sponsoring group. It must be dated. It must be prepared and filed by the sponsoring group. Your contractor may not file this request. The contractor's corporate officer's name(s) must be included on the application. It may not be faxed.
2. A drawing/map of the project location must be included with the application. It shall indicate which street light poles are to receive attachments, the electrical loads of the temporary lighting, the types of electrical devices to be used on the poles, and where the temporary lighting is attached when not on the described poles, etc.
3. A copy of your Mayor's Office Street Activity or other permit, if appropriate. (Your DOT permit fee may be waived if you have acquired a Mayor's Office permit for this event; however, you must still file this application and attach your Mayor's Office permit.)





APPLICATION FOR THE INSTALLATION OF
**TEMPORARY FESTOON/HOLIDAY LIGHTING AND/OR OTHER TEMPORARY
LIGHTING**

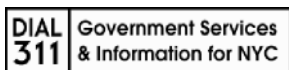
Continued: _____ Section I (Repeated from page 1.)

<u>Applicant Information:</u>					
<u>Festival Lighting:</u> YES		NO		<u>Seasonal Holiday Lighting:</u> YES	
				NO	
				Other: YES	
				NO	
Name of Sponsoring Group: _____					
Address of Sponsoring Group: _____					
City: _____		State: _____		ZIP: _____	
Contact Name in Group: _____			Telephone: _____		
Mayor's Office Street Activity Permit (if appropriate) #: _____ (Please attach copy of permit.)					
Electrical Contractor Performing Work: _____			License # of Contractor: _____		
Contractor <u>24 Hour</u> Contact Name: _____			Telephone: _____		
Contractor's Corporate Officer Name: _____					
Address of Contractor: _____					
Location of Project: On (main roadway/s) _____					
_____ and _____					
Borough: _____		Number of Poles Involved: _____ (Traffic Signal Poles may not be used.)			
Dates Lighting will be Attached to Poles: From _____ to _____					
Date Light will be illuminated: From _____ to _____ Wood Pole Area? Yes ___ No					
Minimum Height of Installation above Roadway: _____ Sidewalk: _____ Feet					
(Please show the details of the locations of the installation heights on your drawing/map.)					

Section II

<u>Applicant: Do Not Write in this Section. NYCDOT Street Lighting Unit Use Only</u>	
DSL # Assigned: _____ Date Received: _____	
Comments: _____	

Approved: YES NO Date of Decision: _____	
Signature of Director of Street Lighting: _____	
(This section shall be signed by the Director of Street Lighting and returned to the applicant. The applicant shall present this approved and signed application when applying for DOT and DOB permits.)	



APPENDIX H TERMS GOVERNING REQUEST AND SELECTION

I. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

A. DBP reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.

B. If DBP directs any changes that will materially impact the cost of or time required for performance, an equitable adjustment shall be agreed to in the contract price or delivery schedule, or both.

II. FIRM PRICE AND TAXES

A. DBP reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.

B. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by the Respondent. The Respondent 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, health insurance, other benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

III. ASSIGNMENT

Respondent may not assign or subcontract the contract without the express written consent of DBP. DBP shall have the right to transfer the contract, in whole or in part, to the City of New York, or any agency or instrumentality thereof or any corporation governed thereby having authority to accept such assignment. Any Subcontract for any portion of the performance to be rendered under the contract shall require the express prior written approval of DBP (and subject to any applicable VENDEX requirements). The selected Respondent shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

IV. WARRANTIES AND COVENANTS

A. The Respondent represents and warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice. The Respondent further represents and 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 Affordable Care Act and equal employment opportunity laws; all applicable laws, ordinances, rules, regulations and orders of any public authority. All work will be completed in a professional manner according to the highest industry standard practices.

B. The Respondent 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 Respondent agrees to provide only workers who are legally authorized to work inside the United States.

V. INSURANCE

A. Throughout the term of the contract, the Respondent shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial General Liability Insurance covering all premises, operations, products and completed operations, and contractual coverage written on an occurrence basis relating to the work performed under this Agreement providing a limit of no less than \$2,000,000 in the aggregate and not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage. Such insurance shall be as broad as the latest edition of ISO Form CG 00 01. Respondent shall indicate whether Respondent maintains multi-media/publishers liability insurance. If vehicles are used in the performance of the contract, the Respondent shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles providing a limit of \$1,000,000 combined single limit for bodily injury and property damage. DBP, FMIA, MetroTech BID, CLS BID, the City of New York, together with its officials and employees, and the New York City Department of Small Business Services and its directors, officers, agents, employees and volunteers shall be additional named insureds on all such policies listed above (on ISO Forms CG 20 10, CG 20 37, CG 20 01, and CG 20 26, as appropriate to the applicable entity, or an endorsement that is at least as broad), and the Respondent shall be named as an additional insured on such policies obtained by its subcontractors and permittees. Such policies shall provide coverage to each such additional named insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of each additional named insured for any loss or claims paid or payable under such policies.

B. During the performance of the work covered by this agreement, the Respondent shall maintain and shall require any subcontractors and permittees to maintain Worker's Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.

C. All insurance policies required by the contract shall be in form and substance satisfactory to DBP and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum "Best's" rating of no less than A-/ "VII". Evidence of this insurance shall be supplied to DBP for review and approval prior to the commencement of any work under the awarded contract.

D. All insurance policies required by the contract shall provide that any change in or cancellation of any such policies shall not be valid until SBS has had 30 days written notice of such change or cancellation.

E. The Respondent shall procure and deliver to DBP, FMIA, MetroTech BID, CLS BID, 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.

F. Respondent shall obtain such additional insurance, riders or provisions as requested.

VI. NO LEGAL OBLIGATION

The issuance of this RFP and the submission of a proposal by any Respondent or acceptance of such proposal by DBP does not obligate DBP FMIA, MetroTech BID, or CLS BID in any manner. Legal obligations of DBP will only arise on the execution of a formal contract by DBP and the selected firm.

VII. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

A. DBP reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.

B. If DBP directs any changes that will materially impact the cost of or time required for performance, an equitable adjustment shall be agreed to in the contract price or delivery schedule, or both.

VIII. FIRM PRICE AND TAXES

A. DBP reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.

B. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by the Respondent. The Respondent 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, health insurance, other benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

IX. ASSIGNMENT

Respondent may not assign or subcontract the contract without the express written consent of DBP. DBP shall have the right to transfer the contract, in whole or in part, to the City of New York, or any agency or instrumentality thereof or any corporation governed thereby having authority to accept such assignment. Any Subcontract for any portion of the performance to be rendered under the contract shall require the express prior written approval of DBP (and subject to any applicable VENDEX requirements). The selected Respondent shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

X. WARRANTIES AND COVENANTS

A. The Respondent represents and warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice. The Respondent further represents and 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 Affordable Care Act and equal employment opportunity laws; all applicable laws, ordinances, rules, regulations and orders of any public authority. All work will be completed in a professional manner according to the highest industry standard practices.

B. The Respondent 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 Respondent agrees to provide only workers who are legally authorized to work inside the United States.

XI. INSURANCE

A. Throughout the term of the contract, the Respondent shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial General Liability Insurance covering all premises, operations, products and completed operations, and contractual coverage written on an occurrence basis relating to the work performed under this Agreement providing a limit of no less than \$2,000,000 in the aggregate and not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage. Such insurance shall be as broad as the latest edition of ISO Form CG 00 01. Respondent shall indicate whether Respondent maintains multi-media/publishers liability insurance. If vehicles are used in the performance of the contract, the Respondent shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles providing a limit of \$1,000,000 combined single limit for bodily injury and property damage. DBP, FMIA, MetroTech BID, CLS BID, the City of New York, together with its officials and employees, and the New York City Department of Small Business Services and its directors, officers, agents, employees and volunteers shall be additional named insureds on all such policies listed above (on ISO Forms CG 20 10, CG 20 37, CG 20 01, and CG 20 26, as appropriate to the applicable entity, or an endorsement that is at least as broad), and the Respondent shall be named as an additional insured on such policies obtained by its subcontractors and permittees. Such policies shall provide coverage to each such additional named insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of each additional named insured for any loss or claims paid or payable under such policies.

B. During the performance of the work covered by this agreement, the Respondent shall maintain and shall require any subcontractors and permittees to maintain Worker's Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.

C. All insurance policies required by the contract shall be in form and substance satisfactory to

DBP and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum “Best’s” rating of no less than A-/“VII”. Evidence of this insurance shall be supplied to DBP for review and approval prior to the commencement of any work under the awarded contract.

D. All insurance policies required by the contract shall provide that any change in or cancellation of any such policies shall not be valid until SBS has had 30 days written notice of such change or cancellation.

E. The Respondent shall procure and deliver to DBP, FMIA, MetroTech BID, CLS BID, 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.

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