

COMMERCIAL DISTRICT LIGHTING INSTALLATION SERVICES

REQUEST FOR PROPOSALS (RFP)

ISSUED: AUGUST 19, 2025

DEADLINE FOR SUBMISSION: SEPTEMBER 12, 2025, 5PM

Total Estimated Project Budget: \$78,000.00 inclusive of all costs

You are invited to submit your bid on the attached RFP to:

HUB-Third Avenue Merchants District Management Association, Inc.

d/b/a Third Avenue Business Improvement District

2825 Third Avenue, 3rd Fl.

Bronx, New York 10455

Telephone: (718) 218 5430

Attention: Pedro Suarez

Proposals must be submitted before Friday, September 12, 2025, 5pm

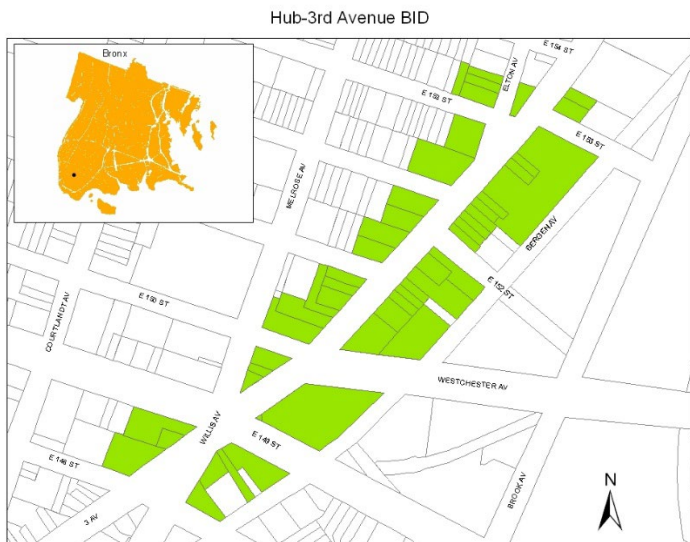
via e-mail to

info@thirdavenuebid.org

Introduction

HUB-Third Avenue Merchants District Management Association, Inc. (hereinafter referred to as “DMA”) is a private, not-for-profit (501c3) corporation organized under the laws of the State of New York. It operates under the name “*Third Avenue Business Improvement District*” (hereinafter referred to as the “Third Ave BID”).

The Third Ave BID area was set forth in the enabling legislation signed into law in 1988. The District generally includes properties from both sides of Third Avenue from E 148 Street (south) to E 153 Street (north), including properties on corners and side-streets, as highlighted in the enclosed map of the BID area. The area covered by the scope of the contract is hereinafter referred to as “BID Area” or “Defined Area” as specified below.



Pursuant to implementation of the Proposed Services set forth in District Plan, the DMA is soliciting proposals for a contractor to order and install storefront lighting outside of up to 30 locations as more fully set forth in this request for proposal (hereinafter referred to as “RFP”).

Qualified bidders must possess all permits and licenses required by federal, state and city law or regulation.

Bidders must be in good standing and current in all their obligations to or with the City of New York, may not have been barred from or suspended from entering into contracts with the City of New York during the past five years, and shall be required to provide evidence of financial responsibility prior to the award of any contract or agreement pursuant to this RFP. Vendors must be registered in New York City’s [Payee Information Portal](#) (PIP). All vendors must be approved by the NYC Department of Small Business Services before any work on this contract can commence.

All bidders expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state and city laws and regulations respecting equal opportunity employment, including executive orders issued relating thereto.

All bidders must, prior to the submission of a response to this RFP, are welcome to visit or explore virtually the Third Avenue district area or request to conduct an in-person site visit.

Section 1. – BASIC SERVICES:

1.1 Vendors:

Qualified, licensed commercial district lighting services providers are invited to provide proposals to produce and install lighting installations on Third Avenue in the Third Avenue BID district, to be displayed **as early as possible within the current fiscal year, which ends June 30th, 2026.**

1.2 Budget:

The total cost payable to the vendor for the project is **\$78,000.00 (seventy-eight thousand dollars) – inclusive of all costs.**

1.3 Site:

1.3.1 The suggested 30 locations in Bronx, NY 10455 for lighting installations are as follows:

1. 2870 Third Ave
2. 557 Melrose
3. 416 Bergen
4. 2922 Third Ave (152 St)
5. 2952 Third Ave
6. 560 Melrose Ave
7. 2883 Third Ave
8. 555 Bergen
9. 2969-2979 Third Ave
10. 2981 Third Ave
11. 627 Melrose Ave
12. 619 Melrose Ave
13. 625 Melrose Ave
14. 680 Melrose Ave
15. 689-701 Melrose Ave
16. 412 E 149th St
17. 404 E 149th St
18. 521 Bergen
19. 374 E 149th St
20. 396 E 149th St
21. 2919 Third Ave
22. 402 E 151 St
23. 555 Bergen Ave
24. 423 E 149th St
25. 427 E 149th St
26. 631 Bergen Ave
27. 570 Melrose Ave
28. 434 Westchester Avenue
29. 418 Westchester Avenue
30. 2882 Third Ave

1.3.2 Third Avenue BID is open to consider other sites within the district, as proposed by the vendor.

1.4 Concept:

Contractors are welcome to propose concepts upon researching the local conditions, infrastructure, demographic characteristics, and the history of the Third Avenue neighborhood. Third Avenue BID currently supports an annual seasonal lights project (November through early January).

For the purpose of this RFP, the Third Ave BID suggests proposals more practically focused on public safety and improving visibility at night, while also highlighting the unique architectural characteristics of commercial properties where possible/appropriate.

Both abstract and figurative design proposals are welcome.

2. Contractor Responsibilities:

2.1 The Contractor will, immediately upon award of the contract, assign a representative, who is an employee of the Contractor in a supervisory capacity, to coordinate with BID representatives to develop a detailed project plan and timeline.

3. Insurance and Indemnification:

3.1.1 Insurance

3.1.2 The Contractor shall, at all times during the term of the proposed agreement, maintain such types of insurance in such amounts as re hereinafter set forth:

3.1.2.1 Workers Compensation – Statutory Amounts

3.1.2.2 Employers' Liability – \$1,000,000

3.1.2.3 Employee Fidelity - \$50,000 per employee

3.1.2.4 Automobile liability, including non-owned vehicles - \$2,000,000 per occurrence (BI/PD combined)

3.2 Comprehensive General Liability – \$5,000,000, per occurrence

3.2.1

All such insurance shall be combined single limit for both bodily injury and property damage. Certificates evidencing such coverage shall be submitted to the DMA prior to the signing of the agreement contemplated hereby, and shall contain specific provisions that such insurance may not be cancelled or modified without thirty (30) days prior written notice to the DMA. The City of New York its various agencies, the DMA and their officers, directors, employees, and agents shall be named as additional insureds with respect to all liability insurance coverage.

3.2.2

All insurance is to be provided by New York State licensed or admitted insurance carriers, well rated by recognized insurance rating services such as Best's. The DMA may reject any insurance certificate offered which does not meet the requirements of this section.

3.3 Indemnification

3.3.1

The Contractor agrees to indemnify and hold harmless the DMA and The City of New York, its agencies, their officers, directors, employees and agents from any and all liabilities, claims, judgments and demands (including the costs, expenses and reasonable attorneys fees on account thereof) that may be made or asserted by anyone because of any act or omission of the Contractor, persons employed, engaged or otherwise furnished by the Contractor, its subcontractors, agents or affiliates. The Contractor shall be solely responsible for the safety and protection of its employees and assumes all liabilities for injuries, including death that may occur during or proximate to performance of such

employees under the agreement proposed hereby. The maintenance of insurance required hereby, the terms thereof, and the provisions of certificates showing such insurance shall not relieve the Contractor of its obligation to indemnify and hold harmless the parties hereinbefore set forth.

4. Subcontracting and Assignment:

4.1. The Contractor may subcontract all or any portion of the work, performance or services to be rendered pursuant to the proposed agreement, under its oversight and legal responsibility, as part of the project budget and without additional payments expected from the BID.

4.2 The Contractor may not assign, transfer, convey or otherwise dispose of this contract or any part thereof, or of its interest therein, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without the prior written consent of the DMA.

5. Warranties

5.1 The Contractor warrants that it is competent to perform the services to be furnished hereunder.

5.2 The Contractor warrants that services, of any nature, to be furnished pursuant to this proposed agreement shall be rendered by qualified personnel in accordance with the best accepted practice of the sanitation, cleaning and maintenance industry.

6. Independent Contractor Status:

6.1 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 proposed agreement, the Contractor and any of its directors, officers, agents employees, subcontractors or permittees shall not be deemed to be acting as agents, servants or employees of the DMA or The City of New York, either by virtue of this agreement or by virtue of any approval, permit, license, grant, right or otherwise given by

The DMA or its directors, officers employees or agents, or by The City of New York, or any of its officers, agents or employees pursuant to this agreement, but shall be, for all purposes whatsoever, independent contractors performing services for the DMA or for the City of New York, and shall be solely responsible for all acts taken by them pursuant to the proposed agreement.

7. Books, Records, Audit and Inspection

7.1. The Contractor shall keep complete, timely and accurate records and books of account with respect to all transactions, including, but not limited to, those relating to employee time and payment therefore, relating to the proposed agreement.

7.2 Such books and records shall be maintained in accordance with generally accepted accounting practices.

7.3. All books and records of the Contractor shall be available for audit and inspection by an authorized representative of the DMA or City of New York for the purposes of verifying compliance with the terms of the proposed agreement and applicable laws.

8. Claims or Actions:

8.1 The Contractor shall look solely to the funds appropriated by the DMA for this proposed contract for the satisfaction of any claim or cause of action the contractor may have against the City or DMA in connection with this contract or the failure of the City to perform its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the City or the DMA shall have any personal liability in connection with this contract or any failure of any party hereto perform its obligations hereunder. The contractor agrees that no action against the City in connection with this proposed contract shall lie or be maintained unless such action is commenced within six months after the cause for said actions occurs.

9. No Waiver:

9.1 The failure of either party to insist on strict performance of any of the terms or conditions of the proposed contract, or of the party's right in any one or more instances, shall not constitute a waiver by the party of such performance, terms, conditions, or rights whether for then or for the past or future. Any waiver or indemnification shall be effective only if in writing and signed by the party's authorized representative and only with respect to the particular instance covered thereby.

10. Cancellation:

10.1 The contract to be entered into shall be subject to cancellation by either party for cause, i.e. material failure to perform, upon seven (7) days written notice, and without cause, upon sixty (60) days written notice. In the event of any such cancellation, payment to the Contractor shall be adjusted on a pro-rata basis or refunded to the DMA on a pro-rata basis.

11. Term

11.3 The term of the proposed agreement shall be for NYC fiscal year 2026, from the signing date and until June 30, 2026. The DMA may at its sole option, extend this agreement on the same terms and conditions by giving thirty (30) days written notice to the Contractor, pending prior authorization from NYCDSBS.

11.4 The DMA reserves the right to adjust the commencement date of this agreement by not more than sixty (60) days.

11.5 Payments to the Contractor will be made within 15 (fifteen) days upon receiving an invoice, as per the payment schedule.

12. Representation:

12.1 The contractor, by its duly authorized officer whose signature must appear in the Proposal, represents and affirms that, in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all the conditions and responsibilities set forth in this RFP.

14. Response Requirements:

All proposals must be submitted via email at info@thirdavenuebid.org, as early as possible **before September 12, 2023, 5pm**.

14.1 Proposal responses to the RFP shall consist of not less than the following:

A. Cover letter and vendor statement of qualifications (corporate name, EIN, address, contact person) - The Cover Letter (two pages maximum) will include an introductory statement and history of the company along with expertise in commercial lighting. Identify a point of contact for the city for the project.

Statement of qualifications: please describe the vendor's qualifications, including, but not limited to, legal name and form of organization of bidder, listing of any and all trade names used by bidder or predecessor organizations under substantially common ownership during the past five (5) years: listing of all corporate officers, directors and owners of 5% or more of the bidder or shares representing ownership interests therein: short resumes or business biographies of the officers and principals and other key employees, if any: names, addresses and telephone numbers of at least three customer references and one financial (preferably bank) reference; number of employees (as of a date not more than 90 days prior to the submission) in each principal category of employment, showing the number working thirty or more hours per week, and the total number; listing of current federal, state and municipal licenses held (with license numbers and dates issued) as of the date of submission.

Provide information on the experience and qualifications of the company's management team in providing similar services. Identify key personnel that will be assigned to perform the work should the company be selected. Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities.

B. Concept proposal of Third Avenue Lighting Installations, including narrative description, preliminary design, rendering, proposed installation location(s)

Include a written description of the lighting and decorations proposed. Discuss your company's ability to respond to malfunctions and repairs. Describe your experience with planning and producing these types of outdoor installation and how your production style would work well for Third Avenue BID in the Bronx. Provide photographs of at least three (3) similar, outdoor large-scale lighting and decoration projects; with a preference for projects that were performed for a municipality. Provide names and contact information for the three similar projects.

C. Proposed execution timeline

Indicate timeline for the phases of the project, including: design finalization, production, installation, dismantling (removal).

D. Proposed cost and schedule of payments

Include an itemized proposed price for the installation(s) identified in the proposal. If there are elements to the project whose costs cannot be defined, provide an explanation and include a contingency in the pricing proposal. Specify any unforeseen or additional charges that may occur and are not included in contract pricing.

E. Signature

The Proposal must be signed by a representative who is authorized to contractually bind the Vendor.

Only proposals received via email at info@thirdavenuebid.org, as early as possible and **before September 12, 2025, 5pm** will be considered.

For additional information contact:

Third Avenue BID Executive Director Pedro Suraez, phone: 718-218-5430
