

REQUEST FOR PROPOSALS

COMMERCIAL REVITALIZATION ADVISOR FOR THE SUTPHIN BOULEVARD BID

I. BACKGROUND

Organized as a 501(c) (3) non-profit corporation, The Sutphin Boulevard District Management Association, Inc. (the “Sutphin Blvd. BID”) manages the area of Sutphin Boulevard from Hillside Avenue to 94th Avenue and provides a variety of services and programs such as: sanitation, litter and graffiti removal, and, marketing and promotion to the district. The BID represents the interests of 134 businesses, 56 properties and 39 properties owners.

II. DESCRIPTION OF SERVICES

The Sutphin Blvd. BID is soliciting proposals from advisors with over 10 years’ experience in: 1) Commercial Revitalization; 2) Economic Development; and/or, 3) Urban Planning. Advisor(s) will be asked to perform the following services:

1. Develop methodology for retail attraction in downtown Jamaica
2. Conduct online survey for residents within a five mile radius of the 11435 zip code to:
 - a. Engage resident population in downtown Jamaica
 - b. Better understand the retail needs/wants of a resident in downtown Jamaica
3. Conduct a market research study that will analyze the following:
 - a. Leakage (including consumer spending patterns in downtown Jamaica)
 - b. Market opportunity
 - c. Future demand
4. Study the following variables to determine their impact on the retail market and the opportunity, if any, for downtown Jamaica if they are improved or eliminated:
 - a. Social service agencies (i.e., saturation of substance abuse clinics, etc.)
 - b. Substandard facades/storefronts
 - c. Oversaturated retail categories in downtown Jamaica

III. TERM

The period of services for the contract shall be 12 weeks from the accepted bid. Contractor will be asked to present findings at a town hall meeting and ‘Jamaica Revealed’ event. These events may take place outside of the contract term but will not be after June 2015.

In accordance with the project guidelines, proposals must include costs for the following services:

- A. Methodology for retail attraction in downtown Jamaica
- B. Online survey for residents
- C. Market research study
- D. Retail market impact study (i.e., Social services, poor facades, oversaturated retail)

IV. ABOUT THE SUTPHIN BLVD. BID’S COMMERCIAL REVITALIZATION EFFORTS

Sutphin Blvd. BID is a twelve-block face area along Sutphin Boulevard between Hillside Avenue and 94th Avenue. Sutphin Blvd. BID commenced its retail attraction efforts in January 2013 with a [consumer survey](#) designed to gauge downtown Jamaica’s demographic, current economic

climate, leakage, retail needs and untapped income and growth potential. Through this survey the BID was able to create a [retail brochure](#), [information sheet](#) and [district profile](#) for existing retail operators, consumers and prospective retailers. The BID seeks an advisor to expand on the work that was conducted last year and explore other areas of interests (i.e., resident population) that weren't studied in great depth during our initial analysis. Furthermore, with groundbreaking development underway, we want our stakeholders to have the most up to date information for their retail investments.

V. SUBMISSION

Please e-mail all proposals by Friday, November 28, 2014 at 11:59 PM to Simone Price at sutphinblvdbid@verizon.net. Proposals must include:

- Name and contact information for the proposing entity;
- Portfolio of relevant project experience (include at least 3 projects). Examples include:
 - Market research study;
 - Online surveys;
 - Retail attraction campaign, etc.
- Resumes for key project personnel;
- At least three (3) client references;
- Fee proposal for the services described in Section III A, B, C, and D. Please propose a fixed fee for each service.

Please submit the package to the below contact. You may choose to email or mail the proposal. If the package is being submitted by mail, please send two (2) copies to:

Simone Price
Executive Director
Sutphin Boulevard BID
89-00 Sutphin Boulevard, Suite 204C
Jamaica, NY 11435
sutphinblvdbid@verizon.net

VI. Map of Target Area – See appendix A (Page 6)

VII. SELECTION PROCESS

1. The Sutphin Blvd. BID will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. Proposals must include a comprehensive budget.
2. The BID shall award the contract to the proposer whose proposal the BID determines to be most advantageous. The BID reserves the right to award the contract to a proposer other than the one offering the lowest overall cost. The BID further reserves the right to award a contract on the basis of initial proposals received, without discussions.
3. The BID reserves the right to postpone or cancel this RFP, and to reject any or all proposals.

4. The BID plans to select respondents on the basis of various factors including, but not limited to price, team competency and experience with commercial revitalization.
5. The BID 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 or enforcement or reimbursement.

REQUIRED CONTRACT TERMS

VIII. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

In addition to those stated elsewhere, this RFP is subject to the specific conditions, terms, limitations and requirements stated below:

PROPOSAL AS OFFER TO CONTRACT

Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute a contract with the BID. Respondent's proposal shall remain open for acceptance and shall remain firm and binding upon the respondent for at least 60 days after the date on which the proposals are received, except that the BID may by written notice to the respondent extend that date for an additional 45 days.

NEWS RELEASES

Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from the BID. All news and press releases pertaining to this RFP must be made in coordination with the BID.

APPLICABLE LAW

This RFP and any contract, subcontract or any other agreement resulting from here are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

MODIFICATIONS

Nothing stated at any time by any representative of the BID or of any other entity shall effect a change in, or constitute a modification to the RFP.

PROPOSALS FROM PRINCIPALS

Only proposals from principals will be considered responsive. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

DISCLAIMER

The BID and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information

set forth in this RFP. Further, the BID does not warrant or make any representations as to the quality, content, accuracy or completeness of the information of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with any electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

The BID is dedicated to furthering the participation of minority and women-owned businesses ("M/WBE") in all of its projects and enterprises. As a result, businesses that are certified as MWBE are encouraged to submit proposals. Accordingly, all respondents are encouraged to include in their proposals specific means by which they propose to maximize participation of businesses certified by the New York City Department of Small Business Services, the Port Authority of New York and New Jersey or the New York State Department of Economic Development as women or minority-owned in connection with the Services to be performed under the Contract. This can take any form a respondent considers appropriate including, but not limited to, proposals intended to ensure the use of certified minority and women owned businesses as subcontractors or as joint-venture partners.

FIRM PRICE

The price agreed upon by the Architectural or Design Management Firm and the Sutphin Blvd. BID for the stated services shall be delivered in writing on the proposal form and will not be subject to change unless agreed to by the BID and the Firm. 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.

INDEMNIFICATION

The contractor will agree to indemnify and hold the City of New York, the New York City Department of Small Business Services, and the BID, and the agents, directors, 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, subcontractors, contractors, 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, which 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.

WARRANTIES AND COVENANTS

The contractor will agree to use its best effort to provide the services herein described with employees hired from the local community, including without limitation, employees residing within U.S. Postal zip codes 11432, 11433, 11434, 11435, or any other adjacent zip codes.

PERMITS

The contractor shall be responsible for obtaining any necessary permits from the appropriate governmental authority for the work to be performed. The Sutphin Blvd. BID shall be provided with a copy of any aforementioned permits pertaining to their district prior to commencing work under the contract.

IX. INSURANCE: PUBLIC LIABILITY INSURANCE

If and when a contract is awarded, the 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 for each contract. The BID, in addition to the City of New York, and NYC Dept. Small of Business Services shall all be named as an additional insured on all such policies, obtained by the Contractor, which policy shall be in a form that is satisfactory to the Sutphin Blvd. BID and issued by an insurance company satisfactory to the organization. The 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 work covered by the contracts, the contractor shall maintain and shall require any subcontractors to maintain Workmen's Compensation, covering all aspects of its performance under the contracts. All insurance policies entered into by the contractor in relation to the contracts shall provide that any change in or cancellation of any such policies shall not be valid until the Sutphin Blvd. BID has had thirty (30) days notice in writing of such change or cancellation.

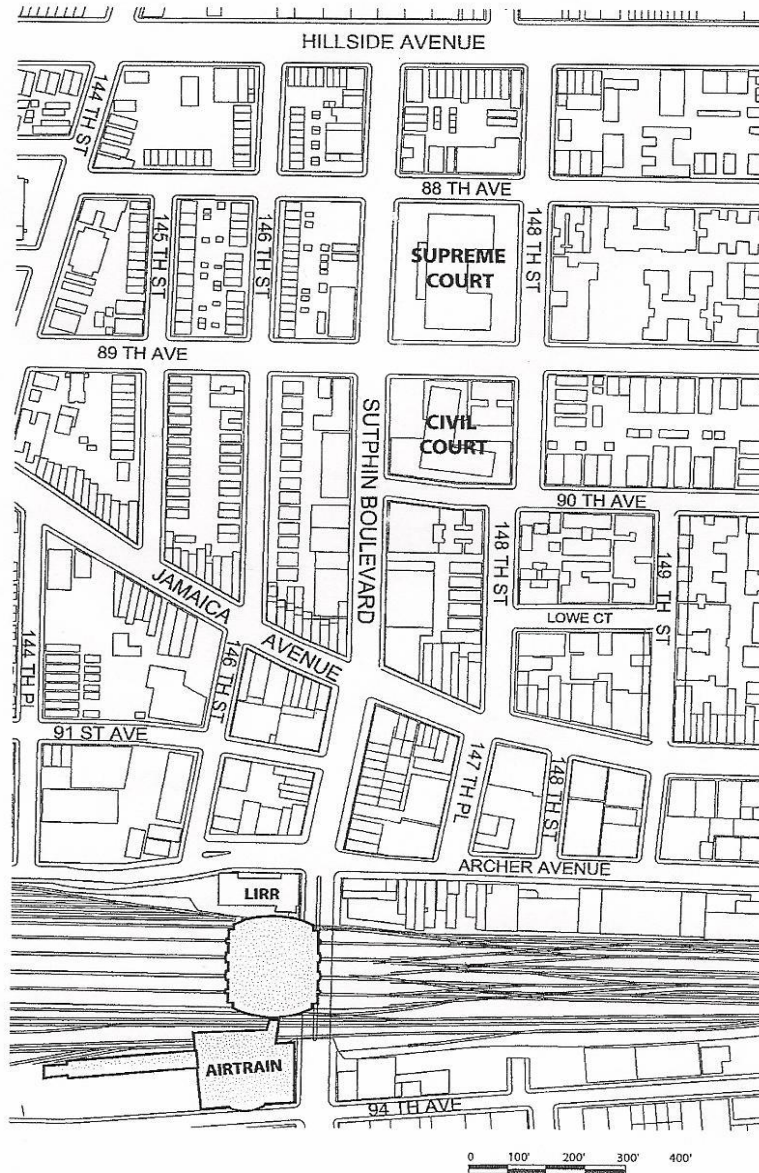
X. NO WAIVER

The failure of any party to insist on strict performance of any of the terms or conditions of the contracts 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 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.

XI. PAYMENT SCHEDULE

Payments shall be made on a monthly basis subject to the provisions of the section above provided that the bills are submitted in a proper and timely manner. Payment will be made within 30 days after receiving the invoice.

APPENDIX A



SUTPHIN BOULEVARD BUSINESS IMPROVEMENT DISTRICT

From Hillside Avenue to 94th Avenue

SOME PHOTOS OF THE DISTRICT

