



**REQUEST FOR PROPOSAL**

Flatiron/23<sup>rd</sup> Street Partnership  
District Management Association, Inc.  
27 West 24<sup>th</sup> Street  
Suite 800 B  
New York, NY 10010

*February 16, 2018*

Sanitation and Graffiti Removal Services

**July 1, 2018 - June 30, 2020**  
**(With an additional 2-year option to renew)**

## **Request for Proposal**

### **Supplemental Sanitation and Graffiti Removal Services**

The Flatiron/23<sup>rd</sup> Street Partnership DMA, Inc. (“Flatiron BID”) is this Request for Proposals (RFP) from independent Proposers to provide supplemental sanitation and graffiti removal services.

**Term:** The period of the contract is expected to be July 1, 2018 through June 30, 2020 with an additional two-year option to be renewed by the DMA commencing on July 1, 2020.

**Deadline:** Proposal submission deadline is Thursday, March 22, 2018 at 5 p.m.

**Format:** Three copies of a written proposal must be delivered by the deadline, in a sealed envelope, to the offices of the Flatiron/23<sup>rd</sup> Street Partnership. The office is located at 27 West 24<sup>th</sup> Street, Suite 800-B, New York, NY 10010.

Proposers should also provide an electronic version of the proposal to Scott Kimmins at [skimmins@flatironbid.org](mailto:skimmins@flatironbid.org).

Submitted proposals must include:

- Statement of qualifications of Proposer indicating its ability to perform the services as outlined in this RFP;
- A detailed response and description of services to be provided in response to specific items addressed in this RFP;
- A comprehensive staffing plan and budget associated with these services that details the number of estimated staff to provide the services outlined in this RFP, and detailed expenditures such as hourly labor costs, equipment, and supplies;
- Written evidence that Proposers are New York City Vendex-approved contractors. No contract may be awarded to a contractor who has not received Vendex approval from the City of New York. Therefore, it is imperative that all Proposers submit completed Vendex forms as part of the proposal;
- References – the names and locations of three (3) current, and to the extent possible, similar type clients/accounts with their respective contact persons;
- Representation by the Proposer by a duly authorized representative, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all of the conditions and responsibilities set forth in this RFP.

Inquiries: Proposers may direct questions regarding the RFP to:

**Scott Kimmins**  
**Director of Operations**  
**Flatiron/23<sup>rd</sup> Street Partnership**  
**27 West 24<sup>th</sup> Street, Suite 800B**  
**New York, NY 10010**  
**Email: [skimmins@flatironbid.org](mailto:skimmins@flatironbid.org)**

The Flatiron BID will conduct a Mandatory Pre-Bid conference at the BID office on Thursday, March 1, 2018 at 10:00 a.m., followed by a site visit in the district. Questions regarding this RFP should be directed to Scott Kimmins, Director of Operations, no later than Tuesday, March 6, 2018. Questions can be submitted via email to [skimmins@flatironbid.org](mailto:skimmins@flatironbid.org) or via fax to (212) 741-2324. A list of questions and responses will be distributed to all Proposers by Tuesday, March 13, 2018.

**Introduction:** The Flatiron/23<sup>rd</sup> Street Partnership is a Business Improvement District (BID), which began operations on July 1, 2006. Pursuant to the implementation of Proposed Services set forth in the District Plan, the DMA is soliciting proposals for the provision of sanitation services (uniformed cleaners) to service the BID area and to perform sanitation-related services as set forth in this RFP. The BID district boundaries are outlined under the Definitions section of this RFP. The initial contract period shall be for a period commencing on July 1, 2018 and ending on June 30, 2020, with a two-year renewal term beginning July 1, 2020 and ending on June 30, 2022. The BID reserves the right to alter the commencement date of the proposed agreement and to adjust the prices and other provisions of the proposed agreement on the pro-rata basis, and at its option, to alter the commencement and termination dates.

Qualified Proposers must be in good standing and current in all their obligations to or with the City of New York, and may not have been barred from or suspended from entering into contracts with the City of New York during the past five years.

All Proposers 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, including executive orders issued relating thereto.

All Proposers must, prior to the submission of a response to this RFP, declare that they have visited the BID area, and are fully informed with respect to the conditions in said area, and further, that they have carefully examined this RFP and are familiar with its contents. The Proposer expressly waives all rights to contest, dispute, or otherwise

alter its proposal due to its failure to be familiar with the BID area, its conditions, and the terms set forth herein.

**Contract**

**Award:** The Flatiron/23<sup>rd</sup> Street Partnership DMA, Inc. may award the contract to the qualified Proposer whose proposal it determines to be the most advantageous for the District. The Flatiron/23<sup>rd</sup> Street Partnership DMA, Inc. reserves the right to award the contract to a Proposer other than the Proposer offering the lowest overall cost. It further reserves the right to award a contract on the basis of initial proposals received, without further discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals. The Flatiron/23<sup>rd</sup> Street Partnership DMA, Inc. reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each Proposer's qualifications, past experience, and current activities. Submission of a proposal shall constitute the Proposer's consent that the DMA may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications.

**Cancellation:** The Flatiron/23<sup>rd</sup> Street Partnership DMA, Inc. reserves the right to postpone or cancel this RFP and to reject all proposals.

**1. Definitions:**

- A. BID, Flatiron BID, or DMA** shall mean the Flatiron/23<sup>rd</sup> Street Partnership Business Improvement District, whose corporate name is Flatiron/23<sup>rd</sup> Street Partnership District Management Association, Inc.
- B. BID District** (see map below for precise coverage areas) shall include the properties from the south side of 21<sup>st</sup> Street to the north side of 28<sup>th</sup> Street including avenues and mid-blocks along Fifth and Park Avenue South; Madison Avenue from 23<sup>rd</sup> to 29<sup>th</sup> Street, Lexington Avenue between 22<sup>nd</sup> Street and 26<sup>th</sup> Street and along 23<sup>rd</sup> Street from the west side of Third Avenue to the west side of Sixth Avenue. Along Broadway from the south side of 21<sup>st</sup> Street to the north side of 28<sup>th</sup> Street. Along Sixth Avenue from the south side of 21<sup>st</sup> Street to the north side of 23<sup>rd</sup> Street. Madison Square Park is *not* included in the District with respect to this RFP. The BID District shall also encompass the *entire* property for any building that is located on a corner within the District (i.e. services shall be provided for the entire area in front of addresses that wrap around corners).
- C. Sanitation Services** refers to the actions and responsibilities that the Contractor is required to complete under Section 2B of this Agreement entitled "Services."
- D. Graffiti** shall mean any material or substance that is affixed to structures within the BID District without the consent of the structure's owner. Such materials shall include, but are not limited to: posters, flyers, handbills, stickers, ink marks and paint.

E. **Structures** shall mean building facades, storefronts, security gates, newsstands, light poles, mailboxes, garbage cans, traffic equipment, including signal boxes and pedestrian indicators (“WALK/DON’T WALK” indicators), fire hydrants, fire alarm boxes, parking meters and signs, tree grates, tree guards, sidewalks, streets, planters, street furniture, and any other permanently affixed item within the BID District. Structures also shall include walls, panels, and scaffolding surrounding construction sites.

### Map of District



**2. Services and Responsibilities:**

**A. Workforce and Deployment**

1. With the exception of the holidays listed below, the Contractor shall provide a daily workforce of sufficient size to ensure that each and every block face within the BID District is serviced in the manner described below in Section 2B entitled "Services." The Contractor will be solely responsible for providing day-to-day supervision of the workforce servicing the BID District. This should include an on-site supervisor at all times during the designated work hours. The Contractor shall specify in writing to the BID how it will deploy its workforce within the District to ensure that each and every block face is serviced in accordance with the specifications of the proposal. The DMA reserves the right to request additional workers be deployed at certain times during the day, certain days of the week, seasonal, or as deemed necessary. The DMA also reserves the right to deploy the workforce in phases, or focus resources on specific streets and/or portions of the district, at the beginning of, or throughout, the contract period.
  
2. Through the use of daily and seasonal shifts, the Contractor will be responsible for providing multiple cleaners each day.

Current seasonal shifts are deployed as follows:

**Jan 1- March 14 (2 ½ months)**

Mon to Fri- 7 workers- 7am x 3pm:  
4 workers- 11am x 7pm:  
1 maintenance worker/cleaner

Sat/Sun- 7 workers- 7am x 7pm (12 hours shift)

Lead Supervisor: Mon to Thursday, 7am x 7pm (12-hour shift):

Asst. Supervisor: Fri/Sat/Sun, 7am x 7pm (12-hour shift):

**March 15-April 30 (1 ½ months)**

Mon to Fri- 10 workers- 7am x 3pm  
6 workers- 11am x 7pm:  
1 maintenance worker- 7am x 3pm:  
1 plaza worker- 12am x 8pm:

Sat/Sun- 8 workers -7am x 3pm:  
4 workers -11am x 7pm:

Lead Supervisor: Mon to Thursday, 7am x 7pm (12-hour shift):  
Asst. Supervisor: Fri/Sat/Sun, 7am x 7pm (12-hour shift):

**May 1-Oct 31 (6 months)**

Mon to Fri- 12 workers- 6am x 2pm,  
7 workers- (1pm x 9pm)  
1 maintenance worker- 6am x 2pm,  
2 plaza workers (7am x 3pm), (2am x 10pm).

Sat/Sun- 7 workers – 7am x 3pm:  
5 workers -1pm x 9pm:  
1 plaza worker- (1pm x 9pm) (2pm to 10pm):

Lead Supervisor- Mon to Fri –6am x 4pm (10-hour shift):  
Asst. Supervisor- Mon to Fri- 4pm x 10pm (6-hour shift):  
Asst. Supervisor Sat/Sunday- 7am x 7pm (12-hour shift):

**Nov 1 –Dec 31 (2 months)**

Mon to Fri- 9 workers- 7am x 3pm:  
6 workers- 11am x 7pm:  
1 maintenance worker- 7am x 3pm:  
1 plaza worker- 12am x 8pm: (flexible hours)

Sat/Sun- 7 workers-7am x 3pm:  
4 workers- 11am x 7pm:

Lead Supervisor: Mon-Thurs – 7am x 7pm (12-hour shift):  
Asst. Supervisor: Fri/Sat/Sun – 7am x 7pm (12-hour shift):

**Cleaner: 42,616 hours year.**

**Asst. Supervisor: 2,328 hours per year.**

**Supervisor: 2,524 hours per year. Total: 47,047**

We also budget extra for **Spring spruce** up, (bring in an extra cleaner(s) to paint and clean street furniture, approximately 140 hours),

**Cleaners for the holidays**, (currently for 5 holidays, approximately 140 hours additional hours).

**Snow removal**, (bring in crews early or stay later, as well as additional workers, approximately 140 additional hours allocated).

Additional:

The dedicated pedestrian plaza worker(s) perform an eight (8) hour shift, seven (7) day/week with flexible hours as determined by the BID (11 am to 7 pm, 12 noon to 8 pm, 1 pm to 9 pm, etc.) These cleaner(s) will be responsible for emptying all the garbage cans in the plazas, sweeping, wiping down the tables, information cart, and big belly's, placing and securing the furniture, pushing standing water, etc.

Note: The cleaner from the late shift will work corresponding hours as the Public Plaza worker-this cleaner will have a zone but will assist with securing the public plaza furniture at night.

In addition to providing pricing based on the current workforce deployment and seasonal shifts, Proposers may also submit an alternate proposal and pricing for a different workforce deployment than described above, if desired.

3. On the following holidays, the Contractor will not need to provide full sanitation services within the BID District (however, the BID may request in advance that a partial crew of cleaners perform services on some of these holidays):

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Easter Sunday
- Memorial Day
- Labor Day
- Floating Holiday

## **B. Services**

1. The Contractor shall sweep the sidewalks and gutters (18" from the curb) of each and every block face within the BID District within the hours described above, and bag the litter a minimum of three (3) times per day along 23<sup>rd</sup> Street and the Avenues, or more frequently if necessary, during the hours of service as outlined above. In addition, the Contractor shall provide high pressure cleaning of the dirtiest sidewalks, as identified by the DMA, on a more frequent basis, as needed. The schedule is subject to change as deemed necessary by the Director of Operations. The Contractor will remove all filled garbage bags from the trash receptacles belonging to the BID and the New

York City Department of Sanitation and replace them with new liners. (Currently the BID has 191 custom trash receptacles). The BID currently estimates using approximately 190,000 bags. The contractor will be required to provide the garbage bags complete with the BID logo, as well as clear (recyclable bags) for cans, bottles and newspapers from our (6) Big Belly recycling units located on the Flatiron Plaza's.

2. The Contractor may be required to provide pick-up services of bagged refuse throughout the district on a regular basis, as requested by the DMA. The Contractor should provide information on its ability to perform this service and provide a **separate** cost estimate for the pick-up service, if required. The Contractor would be responsible for the vehicle, insurance, fuel, and maintenance related to the pickup and transport of bagged refuse. The Contractor would be responsible for securing permits and or approvals associated with this service. If applicable, the Contractor should include proof of licensing if currently performing the service for another client. Note: The Flatiron BID does not currently do this, as per City policy.
3. The Contractor shall remove posters, stickers, and other debris off structures, including parking signs and traffic equipment, on a daily basis. The Contractor will supply employees with suitable equipment to remove the posters, stickers and other debris that will be carried at all times during working hours.
4. The Contractor shall be responsible for all graffiti removal services. The BID District will be cleaned of graffiti at a minimum of once per week, as necessary, during nighttime hours. The Contractor shall remove graffiti by pressure washing, painting, scrubbing, chemical cleaning and/or other methods on exterior surfaces on building facades, common area walls and roll-down security gates up to a height of twenty (20) feet. Smaller graffiti incidents will also be addressed on an ongoing basis during regular service hours as applicable. **Note: The current contractor factors in approximately 600 hours per year for a two-team unit operating a specialized van with a compressor for both painting over large graffiti or removing via power washing with chemical and hot water, and a generator for operating a grinder to remove derelict bikes, carts, etc. (this cost is reflected in the billable rate).**
5. The Contractor shall maintain the BID trash receptacles: washing them, wiping them clean on a daily basis, cleaning them of graffiti and painting them at regular intervals mutually agreed upon between the DMA and Contractor. Power washing of the BID custom trash receptacles should be performed periodically throughout the year as well.

6. The Contractor will be responsible for painting tree pits guards (installed by the Flatiron BID; currently the BID maintains 178 tree pits), lamp posts, traffic signal boxes, mail boxes, fire alarm boxes, parking sign poles, transit vents, fire hydrants, and pedestrian indicators within the BID District. The Contractor also will be responsible for ensuring that the paint condition of such items remains of a high quality throughout the Contract. The BID shall specify the type of paint to be used. The Contractor will be responsible for purchasing the paint and painting equipment required.
7. The Contractor shall maintain the sidewalk landscaping including repairing, cleaning, and painting tree guards, grates, and planters and keeping the tree pits and standing planters free of litter and debris on a regular basis.
8. The Contractor will be responsible for removing, at the direction of the BID, illegal signs, and derelict bicycles chained to street furniture within the BID District.
9. The Contractor will be responsible for removing large puddles of still water, and water from cross walks that are found within the BID District.
10. The Contractor, in the event of snow, shall clear the snow from the catch basins, fire hydrants, and pedestrian crossings at street intersections and bus stops within the BID District. In addition, the Contractor will lay down a snow melting agent provided by the Contractor where needed. Note: we budget approximately 140 extra hours for snow removal, this may require the teams to start earlier and work later, or bring in additional workers to assist with snow removal.
11. The Contractor will be required to secure and maintain its own storage facility and staging area for equipment, supplies, and personnel. Contractor may provide information on current or anticipated options for securing such space either within or outside of the District. The DMA may assist with identification of such space, if necessary. Note: currently the space for the equipment, supplies, and personnel is provided by Baruch College; this facility is currently going through renovations.
12. The DMA reserves the right to withhold payment, in part or in full, from the Contractor for failure to comply with the substantive requirements of this Contract.
13. The contractor will provide an on-site, full-time working Supervisor whose duties, in addition to cleaning, will include utilizing timecards and a time clock supplied by the contractor and located in the staging location to verify and document worker attendance.

14. The Contractor will be responsible for maintaining the Public Plazas in the district, which will include sweeping and cleaning the gravel surface, removing snow from pedestrian walkway areas, cleaning and maintaining the moveable furniture, benches, standing planters, and umbrellas as well as securing, opening, and placing the furniture and umbrellas on a daily basis. The plazas are open year-round; however, the schedule for placement of tables, chairs and umbrellas is dependent on time of year and weather conditions.

**C. Equipment and Uniforms**

1. The Contractor shall provide year-round uniforms for each worker, including rain gear, winter gear, head gear, all to include Flatiron BID logo, copy and colors to be determined by the DMA. The Contractor shall ensure that such uniforms are regularly cleaned and maintained to high standards. All cleaners assigned to the DMA are expected to maintain a neat and clean appearance.
2. The Contractor shall supply and maintain the following: wheel-mounted trash cans with a large DMA logo; heavy duty brooms; pans and shovels, as required; garbage can liners with the DMA logo; and other required materials. The proposer should include a list of any special equipment available to meet the needs of the District, such as steam cleaning, etc. All equipment provided by the Contractor must receive the written approval of the DMA's Director of Operations. Worn or damaged equipment will be replaced as soon as possible.
3. The DMA shall provide trash receptacle cans for the program. The Contractor shall provide, store and maintain, a supply of quality BID logo trash bags.
4. The Contractor must have the ability to remove large pieces of debris or garbage from the BID District within two (2) hours' notice by the BID.
5. The Contractor will supply the working supervisor with a working phone and will require all cleaners to have a means of contact with the supervisor through the use of two-way portable radios, or cell phones and make certain that all equipment is maintained in good working order.

**D. Administration**

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 sanitation and graffiti abatement program, to include, without limitation, the following:

- Development of a customized job manual and work rules for the training and supervision of the uniformed sanitation workers to be employed, including general duties and duties specific to particular zones and tasks;
  - Development of site-specific training designed to familiarize the sanitation workers with general information on the area and directions for visitors, location of police precincts, transit facilities, major public facilities within the BID area and similar area-specific knowledge;
  - The Contractor will propose a site-specific and job-specific reporting procedure, to be approved by the DMA, which will include, without limitation, the following: a system of employee attendance reporting, a system of supervisor attendance reporting, and an “incident” reporting system, whereby a detailed log of all defined “incidents” will be kept, summarized, and reported to the DMA.
2. The Contractor shall meet at least monthly with the Director of Operations of the DMA at a mutually agreed upon time, or on a more frequent basis, if so requested by the Director of Operations. The Contractor shall provide quarterly updates to the Director of Operations. At all times when Contractor is providing sanitation services as set forth in this RFP, Contractor shall provide the services of a sanitation supervisor. Such supervisor shall be a uniformed working supervisor and shall assist in the patrol of the area. All working supervisors must be accessible to the Director of Operations via cell phone or Nextel during hours of operation.
  3. The Contractor shall respond in writing to the DMA to any complaints regarding the services and shall make its best efforts to alleviate such complaints.
  4. The Contractor and all of its employees are prohibited from accepting any gifts from merchants or residents.

**3. Term:**

The period of service shall be from July 1, 2018 through June 30, 2020 with an additional two-year option to renew by the DMA contingent on the passage of each annual budget of the DMA.

**4. Taxes:**

The price includes 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 put 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.

**5. Changes in the Scope of Services:**

The DMA reserves the right to make changes in the general scope of work. Any such changes shall be directed in writing. If the DMA directs any changes with regard to the scope of services covered by this contract, including the cost of or time required for performance, and such change has a substantive impact on the terms and conditions of the contract, an equitable adjustment shall be agreed to in the contract price, delivery schedule, or both.

**6. Indemnification:**

The Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services (SBS), the New York City Department of Transportation (DOT), the DMA, their agents and employees, 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 this contract. The Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death that may occur to said employees due to the negligence, fault or default of the Contractor. The Contractor shall also require such indemnification from its Contractors, Subcontractors and permittees.

**7. Warranties:**

The Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best-accepted practice. The Contractor further warrants that such services comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970.

**9. Insurance:**

Contractor, its subcontractors and sub-subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by Flatiron/23<sup>rd</sup> Street Partnership District Management Association (DMA), Inc., doing business as the Flatiron/23<sup>rd</sup> Street Partnership Business Improvement District (hereinafter referred to as "Flatiron BID").

Contractor and its subcontractors and sub-subcontractors shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (A) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils

covered by a standard "All Risk" insurance policy. Contractors agree to waive its right of subrogation against Flatiron BID, Flatiron BID's agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Flatiron BID or its agents or employees for any losses.

- (B) Workers' Compensation affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (C) Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

1. Contractual liability
2. Independent contractors
3. Gravity related injuries
4. Injuries sustained by employee of an insured or any insured
5. Expected or intended injury for assault and battery.

Policy shall be endorsed to name Flatiron BID, the City of New York, the Dept. of Transportation, Dept. of Small Business Services and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2026 or broader. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, insurance policy shall provide coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

- (D) Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. Policy shall include Flatiron BID as additional insured.
- (E) If applicable, Security Guard Errors and Omissions Liability insurance at not less than a \$2,000,000 limit providing coverage for damages arising out of acts, errors or omissions of the contractor.
- (F) Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Flatiron BID and all other entities that may be reasonably required as "additional insured". Coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of Flatiron BID, the City of New York, SBS and DOT.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

(G) EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Flatiron BID shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Flatiron BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon Flatiron BID's request, shall provide Flatiron BID with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

Each certificate shall be marked "Premium Paid".

All Certificates and policy termination notices should be delivered via certified mail to:

**Jennifer Brown, Executive Director  
Flatiron/23<sup>rd</sup> Street Partnership  
27 West 24<sup>th</sup> Street, Suite 800B  
New York, NY 10010**

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

(H) INDEMNIFICATION/HOLD HARMLESS

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Flatiron BID, its partners, directors, members, officers, employees, servants, representatives, consultants and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract, in connection with the operations of the contractor, its subcontractors and sub-subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers' Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work.

**10. Permits:**

The Contractor shall be responsible for obtaining all permits and/or approvals, if required by the City, for any work to be performed. The DMA shall be provided with a copy of any aforementioned permits.

**11. Independent Contractor and Licensee:**

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants, and conditions of this contract, the Contractor and any of its employees, agents, independent Contractors, Subcontractors, and permittees shall not be deemed to be acting as agents, servants, or employees of the DMA or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the DMA or the City or any of its officers, agents, or employees pursuant to this contract, but shall be deemed to be independent Contractors performing services for the DMA or the City or the Contractor, as the case may be, and shall be deemed solely responsible for all acts taken by them pursuant to this contract.

**12. Assignment:**

The Contractor shall not assign, transfer, convey or otherwise dispose of any portion of the contract or any part thereof, or of its interest herein or assign, by power of attorney or otherwise, any of the moneys due or to become due under this contract, without the written consent of the Executive Director of the DMA.

**13. Claims or Actions:**

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

**14. Termination and Cancellation:**

This contract is subject to cancellation by either party for cause, i.e., material failure to perform, upon 30 days written notice, and the DMA may cancel without cause upon thirty (30) days' written notice. The DMA also reserves the right to cancel immediately for cause based on material failure to perform.

**15. No Waiver:**

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

**16. Compliance with Laws:**

The Contractor shall comply with all applicable federal, New York State, and New York City local laws, executive orders, regulations, and rules. The Contractor shall hold harmless and indemnify the DMA from any fines, penalties, and expenses, which the DMA may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

**17. Subcontracting:**

The Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express prior written approval of the Executive Director of the DMA as to the work to be subcontracted and the sub-Contractor, provided that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

**18. Books, Records, Audits and Inspections:**

The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to employee time and payment; account receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this contract. All books and records of Contractor shall be available upon three (3) business days' notice for the purposes of auditing or inspection in order to verify compliance with the terms of this contract and applicable process of law.

**19. Price and Payment:**

The price for the services set forth herein shall be confirmed, fixed monthly price and not subject to change except as specifically provided herein. The prices quoted in response to this RFP shall be for the first term of service, July 1, 2018 – June 30, 2020, and inclusive of the potential two-year extension beginning July 1, 2020 through June 30, 2022. Please break down the price proposals by each fiscal year (if escalations during the two-year contract term are proposed).

The DMA reserves the right to adjust the commencement date of this agreement by not more than 60 days. Payments shall be adjusted on a pro-rata basis if the DMA exercises this right.

Payments shall be made on a monthly basis, provided that the invoices are submitted in a proper and timely manner. Payment will be made within forty-five days after receiving the invoice.

## **20. Benefits Program**

For the purposes of this RFP, Proposers shall describe in detail any health and other benefits offered to employees, including health care insurance, life insurance, holiday pay, vacation and sick allowance, and any other benefits offered.

## **21. Hourly and Annual Pricing**

The hourly wage for a worker assigned to the Flatiron BID under this contract is expected to be \$13.00 per hour on July 1, 2018, escalating to \$15.00 per hour on January 1, 2019 as per the mandated minimum wage increase. Assistant supervisor hourly wage will be \$16.00 per hour and Supervisor will start at \$19.00 per hour as of July 1, 2018, and proposed to increase to \$17.00 and \$20.00 per hour, respectively. Please refer to Appendix A, B, & C, which requires information to be completed based on varying incremental wage rates. Proposers should complete the information for ALL wage rates requested. Proposers should also provide a **total annual estimate** for the program, per fiscal year, based on the program requirements and parameters outlined in this RFP, using the anticipated wages stated above. Please provide annual pricing for the first term of the contract as applicable, as well as subsequent years if the renewal period were to be awarded, if different from the first term.

**APPENDIX A - BILLING RATE SCHEDULE FOR CLEANER**

<b>BASE PAY RATE/HOUR</b>	<b>\$13.00</b>	<b>\$15.00</b>	<b>\$15.25</b>	<b>\$15.50</b>	<b>\$15.75</b>
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days					
Training					
Taxable Subtotal					
FICA (7.65%)					
State Unemployment Insurance*					
Federal Unemployment Insurance*					
Workers' Compensation*					
Disability Insurance*					
Health & Other Benefits					
Uniforms, Maintenance, trash bags, & Replacement, Supplies & Equipment					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
<b>TOTAL STRAIGHT-TIME BILLING RATE</b>					
<b>TOTAL OT BILLING RATE</b>					

\* Insert Percentage

**APPENDIX B - BILLING RATE SCHEDULE FOR ASSISTANT SUPERVISOR**

<b>BASE PAY RATE/HOUR</b>	<b>\$16.00</b>	<b>\$17.00</b>	<b>\$17.25</b>	<b>\$17.50</b>	<b>\$17.75</b>
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days					
Training					
Taxable Subtotal					
FICA (7.65%)					
State Unemployment Insurance*					
Federal Unemployment Insurance*					
Workers' Compensation*					
Disability Insurance*					
Health & Other Benefits					
Uniforms, Maintenance, trash bags & Replacement, Supplies & Equipment					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
<b>TOTAL STRAIGHT-TIME BILLING RATE</b>					
<b>TOTAL OT BILLING RATE</b>					

\*Insert Percentage

**APPENDIX C - BILLING RATE SCHEDULE FOR SUPERVISOR**

<b>BASE PAY RATE/HOUR</b>	<b>\$19.00</b>	<b>\$20.00</b>	<b>\$20.25</b>	<b>\$20.50</b>	<b>\$20.75</b>
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days					
Training					
Taxable Subtotal					
FICA (7.65%)					
State Unemployment Insurance*					
Federal Unemployment Insurance*					
Workers' Compensation*					
Disability Insurance*					
Health & Other Benefits					
Uniforms, Maintenance, trash bags, & Replacement, Supplies & Equipment					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
<b>TOTAL STRAIGHT-TIME BILLING RATE</b>					
<b>TOTAL OT BILLING RATE</b>					

\*Insert Percentage