



SAMPLE RFP FOR SUPPLEMENTAL SANITATION SERVICES

FOR

NYC DISTRICT MANAGEMENT ASSOCIATION, INC.

SAMPLE

Last Updated: 6/13/2008

I. INTRODUCTION

The NYC District Management Association, Inc. (hereafter the NYCDMA), which operates the NYC Business Improvement District (a private, not-for-profit 501(c)3 corporation), is soliciting proposals from New York City VENDEX-approved contractors for the provision of supplemental sanitation services, including street sweeping, graffiti removal and area maintenance.

Proposers are invited to submit proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP). A site inspection is required of each proposer prior to submission of proposal.

II. PROPOSAL SUBMISSION PROCESS

Three bound copies of a type-written proposal, including a completed Billing Rate Schedule on page 12 of this RFP must be submitted in a sealed envelope by an authorized officer of the Proposer and received by the NYCDMA no later than the close of business (5:00PM) on January 15, 2008, addressed to:

Executive Director
NYC Business Improvement District
1234 A Street
New York, NY 10038

The NYCDMA reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each proposer's qualifications, past performance and current activities. Submission of a proposal shall constitute the proposer's consent that the NYCDMA may make any inquiry deemed appropriate to evaluate the proposer's qualifications. New York City VENDEX approval is required prior to awarding the contract.

Each proposer is strongly encouraged to attend a Pre-Bid Conference on January 1, 2008 at the NYCDMA's offices located at 1234 A Street.

III. SELECTION PROCESS

The NYCDMA will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The NYCDMA may request such additional material as it deems necessary to assist the NYCDMA in making an informed decision in the best interest of the NYCDMA. The NYCDMA will award the contract to the qualified proposer whose proposal it determines to be most advantageous to the NYCDMA. The NYCDMA reserves the right to award the contract to other than the proposer offering the lowest overall cost and the right to award the contract based on the initial submission without further discussion. The NYCDMA further reserves the right to reject all proposals, to postpone and/or cancel this RFP.

The NYCDMA 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 of enforcement or reimbursement.

Failure by the NYCDMA to select a proposer, or to enter into a contract with a proposer once selected as a result of this RFP, will not create any liability on the part of the NYCDMA or any of its members, officers, employees, agents, consultants, or other proposers. Submission of a proposal by a proposer shall constitute a waiver by such proposer 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 NYCDMA's review of the proposal.

IV. SCOPE OF WORK

The daily workforce shall consist of an adequate number of supervisory and cleaning personnel to perform the requirements of the contract.

A. Coverage Requirements

The district is serviced seven days per week with a team working 8-hour shifts with emphasis on periods of peak pedestrian traffic. Presently, the NYCDMA maintains several shifts that include early morning, mid-day and evening shifts. The team is responsible for cleaning focus areas in the district determined by the BID and the contractor. The NYCDMA provides approximately 400 hours per week including supervisory coverage. The NYCDMA reserves the right to revise, alter or eliminate shifts.

B. Services

The contractor shall sweep the sidewalks and gutters (up to 18" out from the curb) and bag the litter as necessary in order to keep the sidewalks and curbs in the district clean. The contractor shall cover the entire district daily maintaining standards acceptable to the NYCDMA.

The contractor will remove filled trash bags from corner receptacles and replace them with new liners. Bagged litter shall be transferred to corners/locations designated by the NYCDMA in consultation with the New York City Department of Sanitation.

The contractor shall remove graffiti on exterior surfaces of building facades, public structures, street furniture, common area walls and security gates by pressure washing, painting, and/or other methods. Services will include the regular removal of recurring graffiti. All graffiti removal projects will be performed in compliance with all applicable laws on private property, with consent of the building owner.

The contractor shall maintain the trash receptacles within the area of the NYCDMA, washing them regularly and cleaning them of graffiti and stickers.

The contractor will be responsible for scraping posters and stickers off street furniture, light poles and building surfaces and painting over graffiti. The contractor will supply employees with suitable scrapers and environmentally responsible solvents. The contractor will be responsible for any and all other cleaning and maintenance projects that may be required by the NYCDMA. In addition, the contractor will be responsible for lining up all unchained newsboxes.

In the event of snow the contractor shall remove snow from the catch basins, crosswalks, intersections and fire hydrants in the district. In addition, they will lay down a snow melting agent provided by the contractor where needed.

C. Operational Requirements

The Board of Directors, NYCDMA's Executive Director or Director of Operations, or their designated representatives may reject any personnel provided the contractor at anytime.

The contractor shall assume complete responsibility for insuring that performance by its employees meets the needs and standards established by the NYCDMA.

D. Equipment and Uniforms

The contractor shall supply all equipment needed to provide the cleaning service described herein, including brooms, wheel-mounted trash cans, rags, solvents, trash can liners, etc. If any form of mechanized cleaning operations is included in the proposal, the contractor must detail the added overall value in terms of increased productivity per dollar amount as well as its impact on manpower allocation.

All cleaners assigned to the district are expected to maintain a neat and clean appearance with proper uniform attire as proscribed by the NYCDMA. In order to achieve that goal the contractor must supply a sufficient number of complete seasonal uniforms approved the NYCDMA for each worker,

including matching gloves and caps, approved by the NYCDMA and bearing the logo of the NYCDMA. Personnel employed by the contractor shall wear the aforementioned uniforms at all times that they are on duty. Only uniforms in clean, good condition may be worn. Uniforms must serve the workers' needs in all types of weather. Workers will not be permitted to wear other garments over any part of their uniforms.

E. Target Area

The area of coverage is outlined in the attached map.

F. Administration and Evaluation

At all times the contractor will provide an on-site, full-time working supervisor whose duties, in addition to cleaning, will include utilizing timecards and a timeclock supplied by the contractor and located in the NYC DMA field location to verify and document worker attendance. Supervisors will also be responsible for identifying areas of the district that require particular attention, assigning the workers specific areas to cover, charting the workers' progress to ensure that the entire district is covered, and recording specific data as requested by the NYCDMA.

The contractor will submit to the NYCDMA a weekly written report based on the timecards and other supervisors' information showing the number of cleaners, hours worked, number of litter bags collected and a checklist of problem areas, including illegal dumping, unsanitary conditions and irregularities in sanitation pickups. Included in the report will be a summary of the activity for the week and recommendations, if any, for changes in schedules, routes, etc. Proposers should submit a sample report or copy of the form that would be used to provide the required information.

Based on the weekly reports of actual hours worked, the NYCDMA reserves the right to make deductions from the monthly bill or to require that missed hours be made up in the future months.

V. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

The NYCDMA reserves the right to make reasonable changes in the general scope of the work and in personnel, including shifting work schedules to accommodate holiday staffing needs and changing routes to coordinate with City services. Any such changes will be directed in writing.

If the NYCDMA directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

VI. TERM

The contract shall be for a period of two (2) years, to commence upon signing.

VII. FIRM PRICE AND TAXES

Unless specifically provided elsewhere in the contract, the price agreed upon by the contractor and the NYCDMA for the stated services shall be the confirmed price delivered in writing and will not be subject to change.

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.

VIII. ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and assign, by power of attorney or otherwise, any of the monies due or to become due under the contract without the express written consent of the NYCDMA.

IX. SUBCONTRACTING

The contractors shall not subcontract all or any portion of the performance to be rendered under the contract without the express prior written approval of the NYCDMA. The contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

X. INDEMNIFICATION

The contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the NYCDMA and agents, 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, contractors, subcontractors, 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, 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.

XI. WARRANTIES AND COVENANTS

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 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 contractor 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 contractor agrees to provide only workers who are legally authorized to work inside the United States.

XII. PERMITS

The contractor shall be responsible for obtaining permits, if required by the City, for any work to be performed.

The NYCDMA shall be provided with a copy of any aforementioned permits prior to commencing work under the contract.

XIII. INSURANCE

- A. Throughout the term of the contract, the contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Broad Form Comprehensive General Liability Insurance in amounts no less than \$5,000,000 for each occurrence involving injury and/or property damage. The contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving injury and/or property damage. The NYCDMA, the City and the New York City Department of Small Business Services and their respective directors, officers, trustees, agents and employees shall be named as additional insureds on all such policies, and the contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

- B. During the performance of the work covered by this agreement, the contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation with employer's liability of no less than \$500,000 per accident, covering all aspects of its performance under the contract.
- C. All insurance policies entered into by the contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until the NYCDMA has had 30 days' written notice of such change or cancellation.
- D. The contractor shall procure and deliver to the NYCDMA, 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.
- E. If the Commissioner of the New York City Department of Small Business Services reasonably determines that additional insurance is properly required, the contractor shall obtain such additional insurance as requested.

XIV. 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 the contract, neither the contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting on as agents, servants or employees of the NYCDMA, the City, or any Member or Officer of the NYCDMA by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the NYCDMA, the City or any of their officers, agents, or employees pursuant to the contract, but shall be deemed to be independent contractors performing services for the NYCDMA, the City or the contractor, as the case may be, without power or authority to bind the City or the NYCDMA and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the contract.

XV. TERMINATION AND CANCELLATION

The contract is subject to cancellation by either party for cause (i.e. material failure to perform) upon 20 days' written notice, and the NYCDMA may cancel without cause with 30 days' written notice.

In the event of such cancellation, payment to the contractor shall be adjusted on a pro rata basis or refunded to the NYCDMA on a pro rata basis, as applicable.

XVI. NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, 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.

XVII. CLAIMS OR ACTIONS

The contractor shall look solely to the funds appropriated by the NYCDMA for the contract for the satisfaction of any claim or cause of action the contractor may have against the NYCDMA in connection with the contract of the failure of the NYCDMA to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the NYCDMA or the contractor shall have any personal liability in connection with the contract or any failure of the NYCDMA or the contractor to perform their obligations thereunder. The contractor agrees that no action against the NYCDMA in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the contract, or (ii) the cause for said action takes place, whichever occurs earlier.

The parties agree that any claims by or against the City arising under the contract or related thereto shall be governed by the same venue provisions as those enumerated in Section X.XX of the NYCDMA contract with the City.

XVIII. COMPLIANCE WITH LAWS

- A. The contractor shall comply with all applicable federal, state and local laws, executive orders, regulations and rules, including, but not limited to, affirmative action and equal employment opportunity.
- B. The contractor shall hold harmless and indemnify the NYCDMA from any fines, penalties and expenses which the NYCDMA may suffer by reason of the breach or non-observance by the contractor of its obligations under Section XVIII(A) of this RFP.

XIX. PAYMENT SCHEDULE

Payments shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice.

The invoice shall include the full names of each person assigned to the contract, their hourly wage, the total hours worked during the invoice period, the hourly billable rate for each worker and the total billable cost of each worker for the invoice period.

XX. BOOKS, RECORDS, AUDITS AND INSPECTIONS

The contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.

Such books and records shall include, but are not limited, to the employees' time worked and payment received; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the contract.

All books and records of the contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by the NYCDMA and the New York City Department of Small Business Services for purposes of verifying compliance with the terms of the contract and with applicable laws.

The NYCDMA reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

The contractor shall provide the NYCDMA with a bi-annual fiscal report indicating cash disbursements made by the contractor relating to the operating expenses associated with the contract.