

## **RFP for Supplemental Sanitation Services**

**for  
Central Fulton Street District Management Association, Inc.  
(d/b/a) Fulton Area Businesses (FAB) Alliance**

### **I. INTRODUCTION**

The Central Fulton Street District Management Association, Inc. (d/b/a FAB Alliance), a Business Improvement District and 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, snow removal at street corners, limited graffiti removal, plaza maintenance 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).

### **II. PROPOSAL SUBMISSION PROCESS**

A type-written proposal in PDF format that includes a detailed Billing Rate Schedule must be submitted via e-mail by an authorized officer of the Proposer and received by the FAB Alliance no later than the close of business (5:00PM) on Wednesday, April 25, 2012. Proposals should be submitted electronically to

[pkellogg@faballiance.org](mailto:pkellogg@faballiance.org)

The FAB Alliance 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 FAB Alliance may make any inquiry deemed appropriate to evaluate the proposer's qualifications. New York City VENDEX approval is required prior to awarding the contract.

The Billing Rate Schedule should include an itemized breakdown of all proposed costs that includes, but is not limited to: base pay rate, fringe costs and benefits provided to your employees, equipment costs (with a listing of equipment used), administrative costs, profit, and transportation costs (if applicable).

### **III. SELECTION PROCESS**

The FAB Alliance will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The FAB Alliance may request such additional material as it deems necessary. The FAB Alliance will award the contract to the qualified proposer whose proposal it determines to be most advantageous to the FAB Alliance. The FAB Alliance 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 FAB Alliance further reserves the right to reject all proposals, to postpone and/or cancel this RFP.

The FAB Alliance 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 FAB Alliance 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 FAB Alliance 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 forenamed for any costs incurred or for any matters arising in connection with the FAB Alliance'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 FAB Alliance requests all bidders to provide quotes including the following coverage:

1. 3 staff people 5 days a week, 8 hours per day (M-F)
2. 2 staff people 1 day a week, 8 hours per day (Saturday)
3. 2 staff people 1 days a week, 8 hours per day (Sundays, April 1 - October 31 only)

The team is responsible for cleaning focus areas in the district determined by the FAB Alliance and the contractor. The FAB Alliance reserves the right to revise, alter or eliminate shifts.

The FAB Alliance requests all bidders include maintenance of two public plazas with in the district in their quotes. The plazas are the "Putnam Triangle Plaza" (Fulton Street and Grand Avenue) and "Fowler Square" (Fulton Street and Lafayette Avenue).

Services to be performed by the contractor include:

Set up two plazas  
7 days/week  
April 1 - October 31  
Before 9:00am

- Unlock and set up chairs and tables, wipe clean
- Set up and open umbrellas
- Sweep and clean debris from plaza area, planters and planted areas
- Manage overflowing DSNY trash barrels and recycling containers

Close two plazas  
7 days/week  
April 1 - October 31

Timing: Dusk (time to vary each month depending on sunset)  
Simultaneous closings - folding of chairs and tables to start no more than 30 minutes before dark at either location

- Sweep and clean debris from plaza area, planters and planted areas
- Manage overflowing DSNY trash barrels and recycling containers
- Collapse and secure umbrellas
- Watering of planters (4 to 5 times/week) — if access to hydrants secured by FAB (tbd)
- Wipe tables clean
- Fold, stack and chain up tables and chairs in a location at each plaza as determined by agreement with the FAB Alliance

##### WEATHER

- If heavy winds and/or rain, umbrellas to be collapsed and secured
- Unless extremely heavy rain or high-winds predicted, tables and chairs to be put out every day - even if light rain

## HORTICULTURE

Separate Services Estimate Requested. If including in your response to this RFP, please provide as a separate line item.

The FAB Alliance is seeking a qualified person or firm to perform the following specialized range of Horticulture Services at the two Public Plazas in the district: Fowler Square (18 large planters plus small planted area around statue and tree pits) and the Putnam Triangle Plaza (13 large planters plus tree pits).

Description of Services to be performed:

1. Spring Cleanup, soil amendment, fertilization and other early seasonal maintenance including cutting back of grasses to a minimum of 3"
2. Replace damaged or dead perennials and shrubs
3. Acquire and plant annual flowering plants, selected from list of Astilbe, Ageratum, Creeping Zinnia, Salvia, Verbena, Nicotiana of appropriate heights and sizes
4. Perform season long maintenance of planters to include watering as needed (up to daily watering in July/August) to keep plants healthy, dead-heading, weed removal, pest control, general clean-up and plant replacement as needed
5. Appropriate clean-up and close up at end of season to include removal of annuals

### 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 FAB Alliance.

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 FAB Alliance in consultation with the New York City Department of Sanitation.

The contractor shall maintain the trash receptacles within the area of the FAB Alliance, 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.

The contractor will supply employees with suitable scrapers and environmentally responsible solvents.

The contractor will be responsible for lining up all unchained news boxes.

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 an environmentally and pet friendly snow melting agent by spreader provided by the Contractor where needed in a timely manner. Salt is not to be used as a melting agent.

The contractor shall remove litter from street tree pits and planted areas in the sidewalks within the district.

The contractor shall remove weeds from street tree pits and sidewalk cracks within the district on a regular basis.

The contractor will be responsible for any and all other cleaning and maintenance projects that may be required by the FAB Alliance.

### C. Operational Requirements

The management, board of directors, and designated representatives of the FAB Alliance may reject any personnel provided by the contractor at any time. The contractor shall assume complete responsibility for ensuring that performance by its employees meets the needs and standards established by the FAB Alliance.

### 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 FAB Alliance. In order to achieve that goal the contractor must supply a sufficient number of complete seasonal uniforms approved by the FAB Alliance for each worker, including matching gloves and caps, approved by the FAB Alliance and bearing the logo of the FAB Alliance. 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 map on the last page of this RFP document.

### F. Administration and Evaluation

The contractor will supervise the cleaning staff as necessary to ensure worker compliance and verify and document worker attendance. Supervisors shall 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 FAB Alliance.

The contractor will submit to the FAB Alliance 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 FAB Alliance 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 FAB Alliance 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 FAB Alliance directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by all parties.

## **VI. TERM**

The period of service shall be from July 1, 2012 through June 30, 2014 with the option of annual renewal by the FAB Alliance at agreed upon prices for up to three additional years.

## **VII. FIRM PRICE AND TAXES**

Unless specifically provided elsewhere in the contract, the price agreed upon by the contractor and the FAB Alliance 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 FAB Alliance.

## **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 FAB Alliance. 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 FAB Alliance 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 FAB Alliance 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 FAB Alliance, 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 insured 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 FAB Alliance have had 30 days written notice of such change or cancellation.

D. The contractor shall procure and deliver to the FAB Alliance, 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 the FAB Alliance, the City, or any Member or Officer of the FAB Alliance by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the FAB Alliance, 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 FAB Alliance, the City or the contractor, as the case may be, without power or authority to bind the City or the FAB Alliance 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 any party for cause (i.e. material failure to perform) upon 20 days' written notice, and the FAB Alliance 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 FAB Alliance 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 FAB Alliance for the contract for the satisfaction of any claim or cause of action the contractor may have against the FAB Alliance in connection with the contract of the failure of the FAB Alliance to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the FAB Alliance or the contractor shall have any personal liability in connection with the contract or any failure of the FAB Alliance or the contractor

to perform their obligations thereunder. The contractor agrees that no action against the FAB Alliance 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.

#### **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 FAB Alliance, the City of New York and the Department of Small Business Services from any fines, penalties and expenses which the FAB Alliance 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**

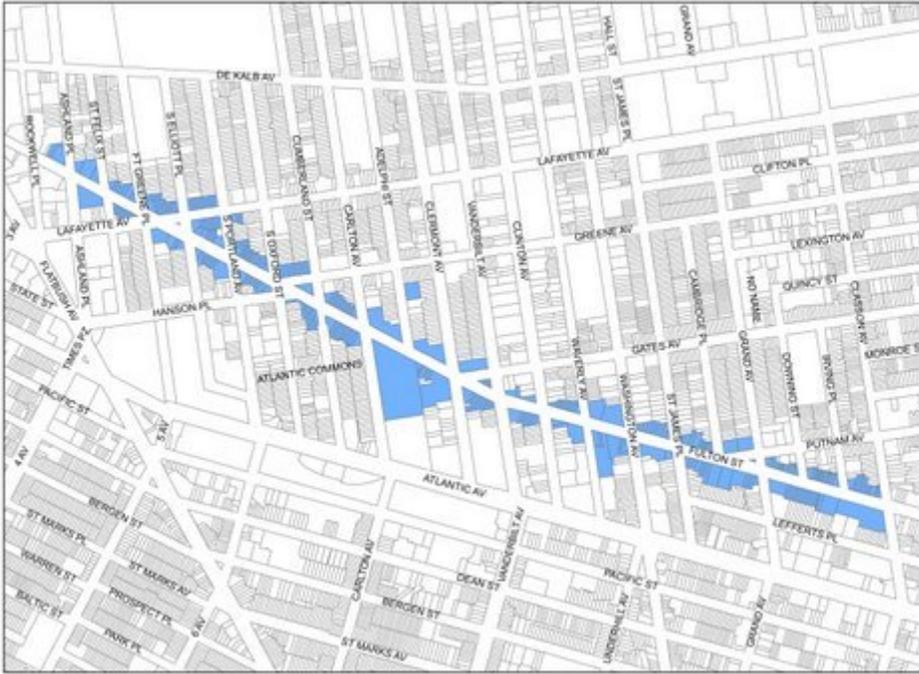
Payments shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice. The invoice shall include the full names of each person assigned to the contract, their hourly 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 FAB Alliance 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 FAB Alliance 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 FAB Alliance with a bi-annual fiscal report indicating cash disbursements made by the contractor relating to the operating expenses associated with the contract.

Fulton Street BID District Map



(end)