

# FLATIRON NOMAD

## REQUEST FOR PROPOSALS

### Sanitation and Graffiti Removal Services

**Date Issued:**

January 5, 2023

**Submission Deadline:**

Tuesday, February 7, 2023, 5:00PM

**Pre-Bid Conference & Site Visit:**

Wednesday, January 18, 2023, at 10:00AM

**For Contract Term:**

July 1, 2023 - June 30, 2026  
(with single-year renewal options)

**FLATIRON NOMAD PARTNERSHIP**

230 Fifth Ave, Suite 1511

New York, NY 10001

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# I. PROPOSAL OVERVIEW

## A. INTRODUCTION

The Flatiron/23rd Street Partnership District Management Association, Inc. doing business as the Flatiron NoMad Partnership (hereafter the Partnership), a 501(c)3 not-for-profit tax-exempt corporation servicing the Flatiron NoMad Business Improvement District (hereafter the District). The Partnership is soliciting proposals from qualified contractors for the provision of supplemental sanitation, graffiti removal, and area maintenance services by uniformed workers throughout the District.

The Partnership serves the businesses, people, and places that help make this district one of Manhattan’s most iconic and authentic destinations. Home to a range of retailers and employers, cultural and educational institutions, and a thriving residential community, the District is a center of activity. Clean streets, sidewalks, plazas, and public amenities are foundational to our thriving district. Our Clean Team—armed with brooms, litter bags, shovels, and determination—keeps these spaces inviting to the tens of thousands of residents, commuters, and visitors who enjoy them every day. Seven days a week, in all weather, the team works tirelessly to remove graffiti, sweep sidewalks, shovel snow, and power-wash heavily trafficked areas. The team also maintains our 280-plus trash bins and cleans and paints bus stops, fire hydrants, mailboxes, WiFi kiosks, and other City assets.

Qualified Contractors are invited to submit proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP).

## B. TERM

The contract awarded (hereafter the Agreement) will commence July 1, 2023, through June 30, 2026 (three years) (hereafter referred to as the Term), with a one-year renewal option by the Partnership for a fourth year of services (at the conclusion of the third year) to commence on July 1, 2026, and an additional one-year renewal option for a fifth year of services (at the conclusion of the fourth year) to commence on July 1, 2027 and conclude on June 30, 2028.

## C. PROPOSAL TIMELINE

**Release Date:** January 5, 2023

### **Pre-bid Conference, Site Visit & Questions:**

The Flatiron NoMad Partnership will conduct a mandatory Pre-Bid conference at our offices at 230 Fifth Avenue, Suite 1511, New York, NY 10001 on **Wednesday, January 18, 2023, at 10:00AM**, followed by a walking site visit of the District. Proposers may ask questions during the Pre-Bid Conference and site visit.

Written questions regarding this RFP should be directed via email to Scott Kimmins, Vice President of Operations, at [skimmins@flatironnomad.nyc](mailto:skimmins@flatironnomad.nyc) and Angelos Kontos, Director of Administration & Finance, at [akontos@flatironnomad.nyc](mailto:akontos@flatironnomad.nyc). Questions should be submitted no later than **Friday, January 20, 2023**. A written list of questions and responses will be distributed to all Proposers by Tuesday, January 24, 2023.

**Proposal Submission Deadline:** Tuesday, February 7, 2023, at 5:00 PM

### **Proposal Submission Format:**

Proposals should be delivered via email to the following:

James Mettham, President at [jmettham@flatironnomad.nyc](mailto:jmettham@flatironnomad.nyc)  
Scott Kimmins, Vice President of Operations at [skimmins@flatironnomad.nyc](mailto:skimmins@flatironnomad.nyc)  
Angelos Kontos, Director of Administration & Finance at [akontos@flatironnomad.nyc](mailto:akontos@flatironnomad.nyc)

## D. REQUIREMENTS FOR SUBMISSION

### **Proposal Requirements:**

- 1) Statement of qualifications of Proposer indicating its ability to perform the services as outlined in this RFP.
- 2) A detailed response and description of services to be provided in response to specific items addressed in this RFP.
- 3) 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.
  - Proposers must attach a fully completed Billing Rate Schedules for each Employee Category listed below, using the templates provided in APPENDIX A, B, C;
  - Proposers must also attach an Annualized Billing Rate Schedule showing cost and hour totals for each Employee Category, using the template provided in APPENDIX D.
- 4) Written evidence that Proposer maintains an active, complete profile in New York City PASSPort (formerly VENDEX). No contract may be awarded to a contractor who does not maintain an active, approved PASSPort status pursuant to the documentation requirements set forth by the Mayor's Office of Contract Services (MOCS). *This is a strict requirement for compliance at the time of proposal and throughout the term of the agreement.*
- 5) References – the names and locations of three (3) current, and to the extent possible, similar type clients/accounts with their respective contact persons.
- 6) A Signed Affirmation by the Proposer or 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 the conditions and responsibilities set forth in this RFP.

### **Qualified Proposers:**

- 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 local 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 District, 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 District, its conditions, and the terms set forth herein.
- 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.
- Proposers must be in compliance with the insurance requirements in accordance with the City of New York and set forth in this RFP.

## **E. SELECTION PROCESS & CONTRACT AWARD**

The Partnership will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The Partnership may request such additional material as it deems necessary to evaluate each Proposer's qualifications, past experience, and current activities to assist the Partnership in making an informed decision in the best interest of the Partnership. The Partnership will award the contract to the qualified proposer whose proposal it determines to be most advantageous to the Partnership. The Partnership 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 Partnership further reserves the right to reject all proposals, to postpone and/or cancel this RFP.

The Partnership 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 Partnership 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 Partnership 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 Partnership's review of the proposal.

## II. SCOPE OF WORK

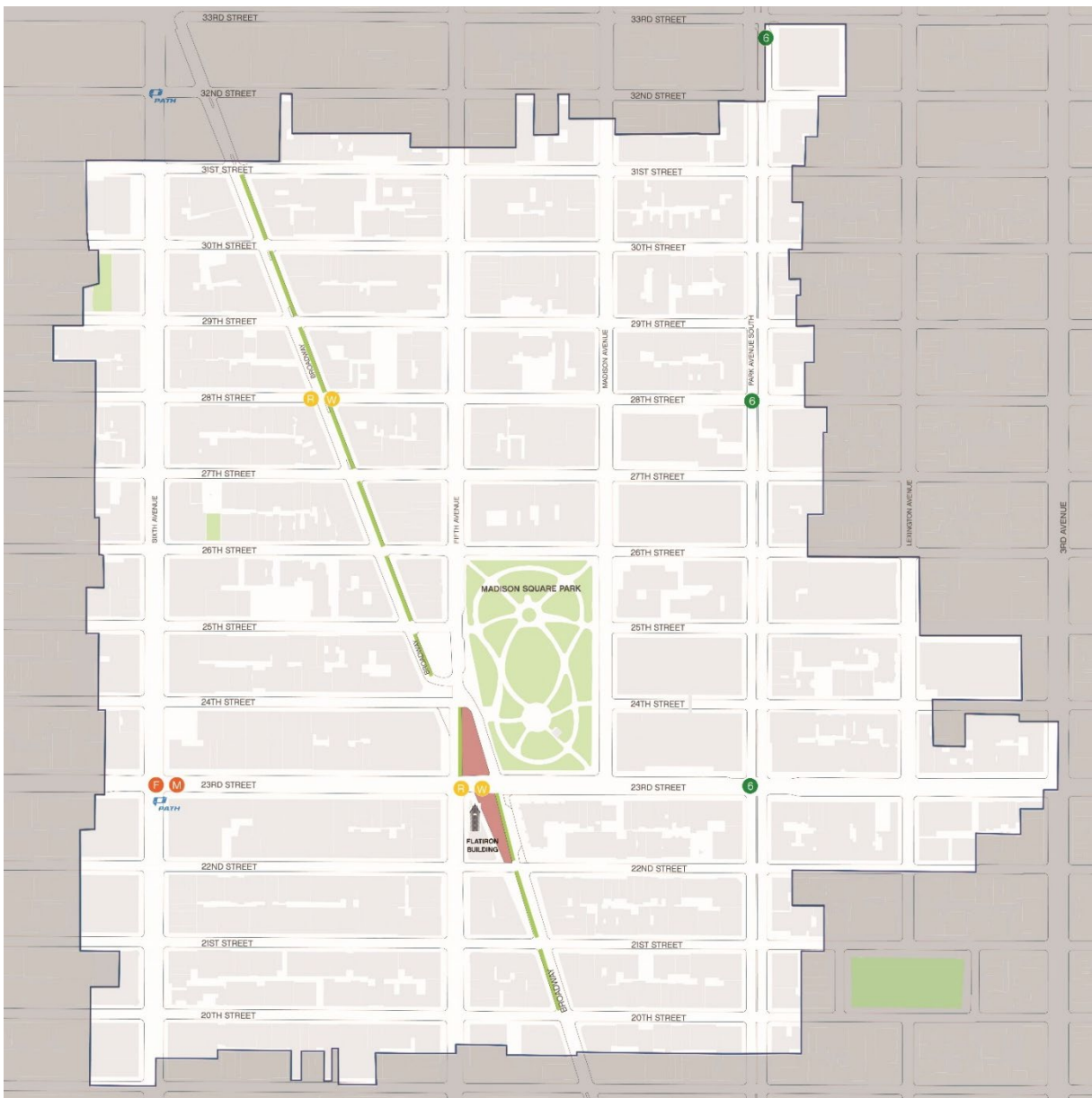
### A. TARGET AREA & DISTRICT MAP

The District encompasses 203 block faces, and shall include the following properties:

- From the south side of 20th Street to the north side of 31<sup>th</sup> Street;
- From the west side of 6<sup>th</sup> Ave to the east side of Park Avenue South (including two blocks north along the east side of Park Ave South to south side of 33<sup>rd</sup> Street), including avenues and mid-blocks along Fifth, Madison, and Park Avenue South;
- Lexington Avenue between 22<sup>nd</sup> Street to 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

The 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).

Note: Madison Square Park is not included in the District with respect to this RFP.



## B. DEFINITIONS

- 1) **Graffiti** shall mean any material or substance that is affixed to structures within the 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.
- 2) **Plazas** shall mean any area within the District located fully within the public right-of-way that is designated by DOT for use by pedestrians on a permanent or temporary basis. The space may contain benches, tables, or other facilities, and many plazas within the District are maintained and programmed by the Partnership pursuant to a management agreement with DOT.
- 3) **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 District. Structures also shall include walls, panels, and scaffolding surrounding construction sites.
- 4) **Holidays** shall refer to the following days on which the Contractor will not need to provide full services within the District. The Partnership may request partial services/personnel in advance if determined necessary: Thanksgiving Day; Christmas Day; New Year's Day; Easter Sunday; Memorial Day; Labor Day; Floating Holiday

## C. WORKFORCE DEPLOYMENT REQUIREMENTS

### Workforce Deployment

- 1) **Coverage:** Except for Holidays, the Contractor shall provide a daily workforce of sufficient size to ensure that each and every block face within the District is serviced in the manner described below in Section II.D "Services." The Contractor will be solely responsible for providing day-to-day supervision of the workforce servicing the District. This should always include an on-site supervisor during the designated work hours. The Contractor shall specify in writing to the Partnership 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.
- 2) **Additional Workers:** The Partnership reserves the right to request additional workers be deployed at certain times during the day, certain days of the week, seasonally, or as deemed necessary. The Partnership 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 Term. Examples of anticipated need cases for additional workers include:
  - a. A "Spring Spruce-Up: bring in extra cleaners to paint and clean street furniture after the conclusion of winter season;
  - b. Snow Removal: See Section II.D.10: "Snow"
  - c. Plazas: See Section II.D.13: "Plazas"

- 3) **Current Deployment and Seasonality:** Presently, the Partnership and current contractor organize workforce deployment into two seasonal periods, with daily staffing as follows:

<b>Spring - Fall: April 1 - Oct. 31 (7 months)</b>		
<b>MONDAY – FRIDAY</b>		
<b>Supervisor</b>		
6:00AM – 2:00PM	1 Lead Supervisor	
<b>Assistant Supervisor</b>		
10:00AM – 6:00PM	2 Assistant Supervisors	
<b>Cleaner</b>		
6:00AM – 2:00PM	26 Cleaners (includes 2 Plaza Workers, and 2 Special Maintenance Cleaners)	
11:00AM – 2:00PM	46 Cleaners (includes 5 Plaza Workers and 2 Special Maintenance Cleaners)	
2:00PM – 7:00PM	20 Cleaners (includes 3 Plaza Workers working a 3 pm to 10 pm shift)	
<b>SATURDAY/SUNDAY</b>		
<b>Assistant Supervisor</b>		
7:00AM – 7:00PM	1 Assistant Supervisor	
<b>Cleaner</b>		
7:00AM – 7:00PM	24 Cleaners (includes 3 Plaza Workers)	

<b>Winter: November 1 - March 31 (5 months)</b>		
<b>MONDAY – FRIDAY</b>		
<b>Supervisor</b>		
7:00AM – 7:00PM	1 Lead Supervisor	
<b>Assistant Supervisor</b>		
10:00A–6:00P (M-TH)	1 Assistant Supervisor	
7:00AM – 7:00PM (FRI)	1 Assistant Supervisor	
<b>Cleaner</b>		
7:00AM – 3:00PM	16 Cleaners (includes 1 Special Maintenance Cleaner)	
11:00AM – 7:00PM*	9 Cleaners	
<b>SATURDAY/SUNDAY</b>		
<b>Assistant Supervisor</b>		
7:00AM – 7:00PM	1 Assistant Supervisor	
<b>Cleaner</b>		
7:00AM – 7:00PM	11 Cleaners	

\*A correction was made on January 9, 2023: An earlier version of the Winter deployment schedule for Monday-Friday listed the second shift for Cleaner as 11:00AM - 3:00PM; it has been corrected to extend four additional hours, from 11:00AM to 7:00PM.

## D. SERVICES

1. **Supplemental Sanitation:** The Contractor shall sweep the sidewalks and gutters (18" from the curb) of each and every block face within the District as defined in Section II.A. “Target Area & Map” within the hours described in Section II.C. “Workforce Deployment Requirements” 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 Partnership, on a more frequent basis, as needed. The schedule is subject to change as deemed necessary by the Vice President of Operations. The Contractor will remove all filled garbage bags from the trash receptacles (currently 275 custom receptacles) belonging to the Partnership and place them on the corners for the New York City Department of Sanitation to remove, and replace them with new liners. The Partnership currently estimates using approximately 223,500 bags/yearly. The contractor will be required to provide the garbage bags complete with the Flatiron NoMad logo, as well as clear (recyclable bags) for cans, bottles and newspapers from our (6) Big Belly recycling units located on the plazas.
  - o Note: Contractor should be prepared to accommodate the servicing of additional recycling units as needed if a decision is made by the Partnership to expand the recycling program, especially in the plazas.



2. Garbage Removal: The Contractor may be required to provide pick-up services of bagged refuse throughout the district on a regular basis, as requested by the Partnership. The Proposer 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: Although the Partnership does not currently employ pick-up services for bagged refuse due to policy restrictions related to DSNY, Proposers should submit a plan and cost schedule for this service should the Partnership decide to implement a garbage removal carting service of District trash.
3. Posters/Stickers: 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. Graffiti Removal: The Contractor shall be responsible for all graffiti removal services. The 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 powered grinder to remove derelict bikes, carts, etc. (this cost is reflected in the billable rate).
5. Trash Receptacle Maintenance: The Contractor shall maintain the Partnership's trash receptacles (currently 275 custom 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 Partnership and Contractor. Power washing of the Partnership's custom trash receptacles should be performed periodically as needed throughout the year as well.
6. Tree Guards & Pits: The Contractor will be responsible for painting tree pit guards (installed by the Partnership; with current installations being completed, we will have approximately 300 tree pit guards to maintain, and will require wiping down the Partnership branded decals), lamp posts, traffic signal boxes, mail boxes, fire alarm boxes, parking sign poles, transit vents, fire hydrants, and pedestrian indicators within the District. The Contractor also will be responsible for ensuring that the paint condition of such items remains of a high quality throughout the Term. The Partnership shall specify the type of paint to be used. The Contractor will be responsible for purchasing the paint and painting equipment required. The Contractor shall maintain the sidewalk landscaping including 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. Sign & Bicycle Removal: The Contractor will be responsible for removing, at the direction of the Partnership, illegal signs, and derelict bicycles chained to street furniture within the District.
9. Standing Water: The Contractor will be responsible for removing large puddles of still water, and water from crosswalks that are found within the District.

10. **Snow:** 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 District. In addition, the Contractor will lay down a snow melting agent provided by the Contractor where needed.
  - Note: Contractor should anticipate the possibility of up to **200 extra hours/year for snow removal**, as determined necessary by the Partnership during snow events. This may require the teams to start earlier and work later, or bring in additional workers to assist with snow removal.
11. **Storage and Staging:** The Contractor may be required to identify 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 Partnership may assist with identification of such space, if necessary.
  - Note: Presently, the Partnership retains a leased space furnished with locker room facilities for sanitation personnel, with equipment and supply storage and staging managed outside of this space by the current contractor.
12. **Garbage Containerization:** In anticipation of the possibility of City or State funded or mandated garbage containerization program(s) or requirement(s) being enacted during the Term (including the use and maintenance of permanent, semi-permanent, or temporary structures, corrals, or enclosures) Contractor will be prepared to incorporate the use and maintenance of these garbage containerization assets into regular service similarly to above Section II.D.5 “Trash Receptacle Maintenance.”
13. **Plazas:** The Contractor will be responsible for maintaining the 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.
14. **Supervision of Services:** 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.

The Partnership reserves the right to withhold payment, in part or in full, from the Contractor for failure to comply with the substantive requirements of this Agreement.

## **E. 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 NoMad logo, copy and colors to be determined by the Partnership. The Contractor shall ensure that such uniforms are regularly cleaned and maintained to high standards. All cleaners assigned to the Partnership 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 Flatiron NoMad logo; heavy duty brooms; pans and shovels, as required; garbage can liners with the Flatiron NoMad logo; and other required materials. Proposers 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 Partnership’s Vice President of Operations. Worn or damaged equipment should be replaced as soon as possible.
3. The Partnership shall provide the installed custom trash receptacle cans for the program. The Contractor shall provide, store and maintain, a supply of quality Flatiron NoMad logo trash bags that meet the Partnership’s branding requirements.

4. The Contractor must have the ability to remove large pieces of debris or garbage from the District within two (2) hours' notice by the Partnership.
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.

## **F. MANAGEMENT AND ADMINISTRATION**

1. Program Development, Management, Training: 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 Partnership representatives to develop a 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 District and similar area-specific knowledge.
  - The Contractor will propose a site-specific and job-specific reporting procedure, to be approved by the Partnership, 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 Partnership.
2. Monitoring & Supervision: The Contractor shall meet at least monthly with the Vice President of Operations of the Partnership at a mutually agreed upon time, or on a more frequent basis, if so requested by the Vice President of Operations. The Contractor shall provide quarterly updates to the Vice President 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 District. All working supervisors must be accessible to the Vice President of Operations via cell phone during hours of operation.
3. Technology: Proposers must utilize contemporary technology that enhance services to the Partnership. Proposers should demonstrate a thorough knowledge of the technical advances and strategies that are consistent with the kind of services that business improvement districts and similar organizations utilize.
  - Note: Presently, the Partnership is provided Monthly Reporting Snapshots of key performance indicators (KPIs) and access to a regularly updated Data Portal; Proposer should be able to provide a comparable data reporting functionality as part administration of services.
4. The Contractor shall respond via email to the Partnership to any complaints regarding the services and shall make its best efforts to alleviate such complaints.
5. The Contractor and all its employees are prohibited from accepting any gifts from merchants or residents.

### **III. GENERAL TERMS**

#### **A. 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.

#### **B. CHANGES IN THE SCOPE OF SERVICES**

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

#### **C. 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 Partnership, 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 Agreement. 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.

#### **D. 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.

#### **E. INSURANCE**

The 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 the Partnership.

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 of their employees) to the full replacement value thereof during the full Term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractor agrees to waive its right of subrogation against the Partnership, the Partnership's agent and consultants. Failure of the Contractor to secure and maintain adequate coverage shall not obligate the Partnership 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 the Partnership, 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 the Partnership 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 the Partnership 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 the Partnership, 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, the Partnership shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish the Partnership with Certificates of Insurance no later than (5) days prior to commencement of work and upon the Partnership's request, shall provide the Partnership 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 email to:

Scott Kimmins: [skimmins@flatironnomad.nyc](mailto:skimmins@flatironnomad.nyc)

Angelos Kontos: [akontos@flatironnomad.nyc](mailto:akontos@flatironnomad.nyc)

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 the Partnership, 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.

#### F. PERMITS

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

#### G. 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 Agreement, 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 Partnership or the City by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by the Partnership or the City or any of its officers, agents, or employees pursuant to this Agreement, but shall be deemed to be independent contractors performing services for the Partnership 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 Agreement.

#### H. 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 Agreement, without the written consent of the President of the Partnership.

#### I. CLAIMS OR ACTIONS

The Contractor shall look solely to the funds appropriated by the Partnership for this Agreement for the satisfaction of any claim or cause of action the Contractor may have against the Partnership in connection with this Agreement or the failures of the Partnership to perform any of its obligations hereunder. No officer,

employee, agent or other person authorized to act on behalf of the Partnership, or the Contractor shall have any personal liability in connection with this Agreement or any failure of the Partnership or the Contractor to perform its obligations hereunder. The Contractor agrees that no action against the Partnership in connection with this Agreement shall lie or be maintained unless such action is commenced within six months after the cause for said action allegedly occurred.

#### **J. TERMINATION AND CANCELLATION**

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

#### **K. NO WAIVER**

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

#### **L. 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 Partnership from any fines, penalties, and expenses, which the Partnership may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

#### **M. 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 President of the Partnership 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.

#### **N. 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 Agreement. 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 Agreement and applicable process of law.

#### **O. PAYMENT**

The price for the services set forth herein shall be confirmed and not subject to change except as specifically provided herein. The Partnership 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 Partnership exercises this right.

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

## **P. 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.

## **Q. HOURLY AND ANNUAL PRICING**

**Proposers must attach fully completed Billing Rate Schedules for each Employee Category listed below, using the templates provided in APPENDIX A, B, C;**

**Proposers must also attach an Annualized Billing Rate Schedule showing yearly cost and hour totals for each Employee Category, using the template provided in APPENDIX D.**

### Employee Categories:

- 1) Cleaner/Worker: The starting wage for a new Cleaner/Worker assigned to the Partnership is currently \$16.00 per hour; however, workers assigned to the Partnership receive wage rates that range between \$16.00 per hour and \$17.00 per hour based on the mandated minimum wage, merit and length of service. Using the attached Billing Rate Schedule in APPENDIX A, the Proposer shall submit Bill Rates at \$0.25 increments between \$16.00 and \$17.00.
- 2) Assistant Supervisor: The starting wage for a new Assistant Supervisor assigned to the Partnership is currently \$18.50 per hour; however, workers assigned to the Partnership receive wage rates that range between \$18.50 per hour and \$19.50 per hour based on the mandated minimum wage, merit and length of service. Using the attached Billing Rate Schedule in APPENDIX B, the Proposer shall submit Bill Rates at \$0.25 increments between \$18.50 and \$19.50.
- 3) Supervisor: The starting wage for a new Supervisor assigned to the Partnership is currently \$23.50 per hour; however, workers assigned to the Partnership receive wage rates that range between \$23.50 per hour and \$24.50 per hour based on the mandated minimum wage, merit and length of service. Using the attached Billing Rate Schedule in APPENDIX C the Proposer shall submit Bill Rates at \$0.25 increments between \$23.50 and \$24.50.

The Partnership at its discretion may decide to implement longevity or other wage increases for workers assigned to the Agreement. The Partnership reserves the right to negotiate separate Bill Rates should longevity or other increases be implemented. In the event that the Partnership chooses to increase workers' hourly rates the Proposer may only increase those items, such as FICA, SUI, and Workers' Comp, in the Bill Rate that increase as a result of higher wages.

Proposers should indicate in their Proposal what outside factors, if any, determine pay rates. (i.e. length of employment, collective bargaining agreements, union contracts, etc.) The Proposer's completed Billing Rate Schedules (APPENDIX A, B, C) should clearly identify the breakdown of the Proposers' benefits package, including vacation, sick time and any health benefits provided to employees.



# APPENDIX: BILLING RATE SCHEDULES

## APPENDIX A: BILLING RATE SCHEDULE FOR CLEANER

BASE PAY RATE/HOUR	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
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					
TOTAL STRAIGHT-TIME BILLING RATE: <b>CLEANER</b>					
TOTAL OT BILLING RATE: <b>CLEANER</b>					

\* Insert Percentage

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

<b>BASE PAY RATE/HOUR</b>	<b>\$18.50</b>	<b>\$18.75</b>	<b>\$19.00</b>	<b>\$19.25</b>	<b>\$19.50</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: ASST. SUPERVISOR</b>					
<b>TOTAL OT BILLING RATE: ASSISTANT SUPERVISOR</b>					

\*Insert Percentage

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

<b>BASE PAY RATE/HOUR</b>	<b>\$23.50</b>	<b>\$23.75</b>	<b>\$24.00</b>	<b>\$24.25</b>	<b>\$24.50</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					
TOTAL STRAIGHT-TIME BILLING RATE: <b>SUPERVISOR</b>					
TOTAL OT BILLING RATE: <b>SUPERVISOR</b>					

\*Insert Percentage

**APPENDIX D: ANNUALIZED BILLING RATE SCHEDULE**

	<b>YEAR 1</b> 7/1/2023 - 6/30/2024		<b>YEAR 2</b> 7/1/2024 - 6/30/2025		<b>YEAR 3</b> 7/1/2025 - 6/30/2026	
<b>Employee Category</b>	Annual Hours	Annual Cost	Annual Hours	Annual Cost	Annual Hours	Annual Cost
SUPERVISOR		\$		\$		\$
<i>O/T</i>		\$		\$		\$
ASSISTANT SUPER.		\$		\$		\$
<i>O/T</i>		\$		\$		\$
CLEANER/WORKER		\$		\$		\$
<i>O/T</i>		\$		\$		\$
STRAIGHT TIME SUBTOTAL		\$		\$		\$
OVERTIME SUBTOTAL		\$		\$		\$
<b>ANNUAL TOTAL</b>		\$		\$		\$

**Other / Additional Cost Items – Please Indicate Below:**

	<b>YEAR 1</b> 7/1/2023 - 6/30/2024		<b>YEAR 2</b> 7/1/2024 - 6/30/2025		<b>YEAR 3</b> 7/1/2025 - 6/30/2026	
<b>Cost Item</b>	Quantity/Hours	Annual Cost	Quantity/Hours	Annual Cost	Quantity/Hours	Annual Cost
		\$		\$		\$
		\$		\$		\$
		\$		\$		\$
<b>TOTAL</b>		\$		\$		\$