

FLATIRON NOMAD

REQUEST FOR PROPOSALS

Homeless Outreach Services

Date Issued:

January 6, 2025

Submission Deadline:

Tuesday, February 4, 2025, 5:00PM

Virtual Pre-Bid Conference:

Tuesday, January 14, 2025, at 10:00AM

Please email psteiner@flatironnomad.nyc to register

For Contract Term:

July 1, 2025 - June 30, 2028
(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 seeking proposals from Contractors for the provision of supplementary homeless outreach services to the BID in accordance with its social service program. The District Plan of the Partnership calls for social service programming as follows:

“A BID outreach program will work with social service programs in the area to provide a team of social workers who will establish contact with and provide ongoing assistance to homeless individuals, offering referral, transportation, physical assistance to emergency rooms, clinics, food programs, drop-in centers, temporary shelters, substance abuse programs, housing programs, and other types of appropriate assistance.”

Chronic and transient homelessness is a problem that exists within the boundaries of the Partnership. Homeless individuals can be found on the benches surrounding Madison Square Park, taking shelter under sidewalk sheds within the BID, and taking shelter/living in other areas throughout the district. Several homeless organizations and agencies have provided and continue to provide homeless outreach services in the area. In accordance with the District Plan and in addition to services currently provided in the area, the Partnership seeks a Contractor to provide homeless outreach services focused specifically on the District, per the direction provided by the Partnership.

Proposers are invited to submit Proposals for the work in accordance with the terms and conditions of this Request for Proposals (RFP). Proposers should familiarize themselves with the BID district and the homeless conditions within it prior to the submission of a Proposal.

Proposers are requested to be creative and as comprehensive as possible in providing Proposals for the District, which comprises a mix of residential, commercial and retail and is utilized by thousands of people daily.

B. TERM

The contract awarded (hereafter the Agreement) will commence July 1, 2025, through June 30, 2028 (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, 2028, 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, 2029 and conclude on June 30, 2030.

C. PROPOSAL TIMELINE

Release Date: January 6, 2025

Pre-bid Conference & Questions:

The Flatiron NoMad Partnership will conduct a mandatory pre-bid conference on **Tuesday, January 14, 2025, at 10:00AM**. The pre-bid conference will be held virtually. To register, please email psteiner@flatironnomad.nyc. Proposers may ask questions during the pre-bid conference.

Written questions regarding this RFP should be directed via email to Peter Steiner, Director of Field Operations, at psteiner@flatironnomad.nyc. Questions should be submitted no later than **Friday, January 17, 2025**. A written list of questions and responses will be distributed to all Proposers by Wednesday, January 22, 2025.

Proposal Submission Deadline: Tuesday, February 4, 2025, at 5:00 PM

Proposal Submission Format:

Proposals should be delivered via email to the following:

James Mettham, President at jmettham@flatironnomad.nyc

John Considine, Vice President of Field Operations at jconsidine@flatironnomad.nyc

Angelos Kontos, Director of Administration & Finance at 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 to include:
 - a. Overview of the firm’s history, identification of key employees, and an overview of the firm’s philosophy and approach to the provision of the requested services;
 - b. Demonstrated experience managing similar programs, preferably within New York City;
 - c. Clear detail on the recruiting and hiring process including training, onboarding and qualifications of all workers that will be used to fulfill this contract.
2. A detailed response and description of services to be provided in response to specific items addressed in this RFP. Please provide a detailed list of the services that your firm provides to homeless individuals as well as a list of your partners and the services that they provide. Please include detailed information regarding the locations and capacities of each facility. The Partnership may request to tour these facilities to better understand the services being offered.
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.
 - a. Proposers must attach a fully completed Billing Rate Schedules for each Employee Category listed below, using the template provided in APPENDIX A;
 - b. Proposers must also attach an Annualized Billing Rate Schedule showing cost and hour totals for each Employee Category, using the template provided in APPENDIX B.
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:

1. 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.

2. 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.
3. Proposers must be in compliance with the insurance requirements in accordance with the City of New York and set forth in this RFP.
4. 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.

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 a proposer 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.

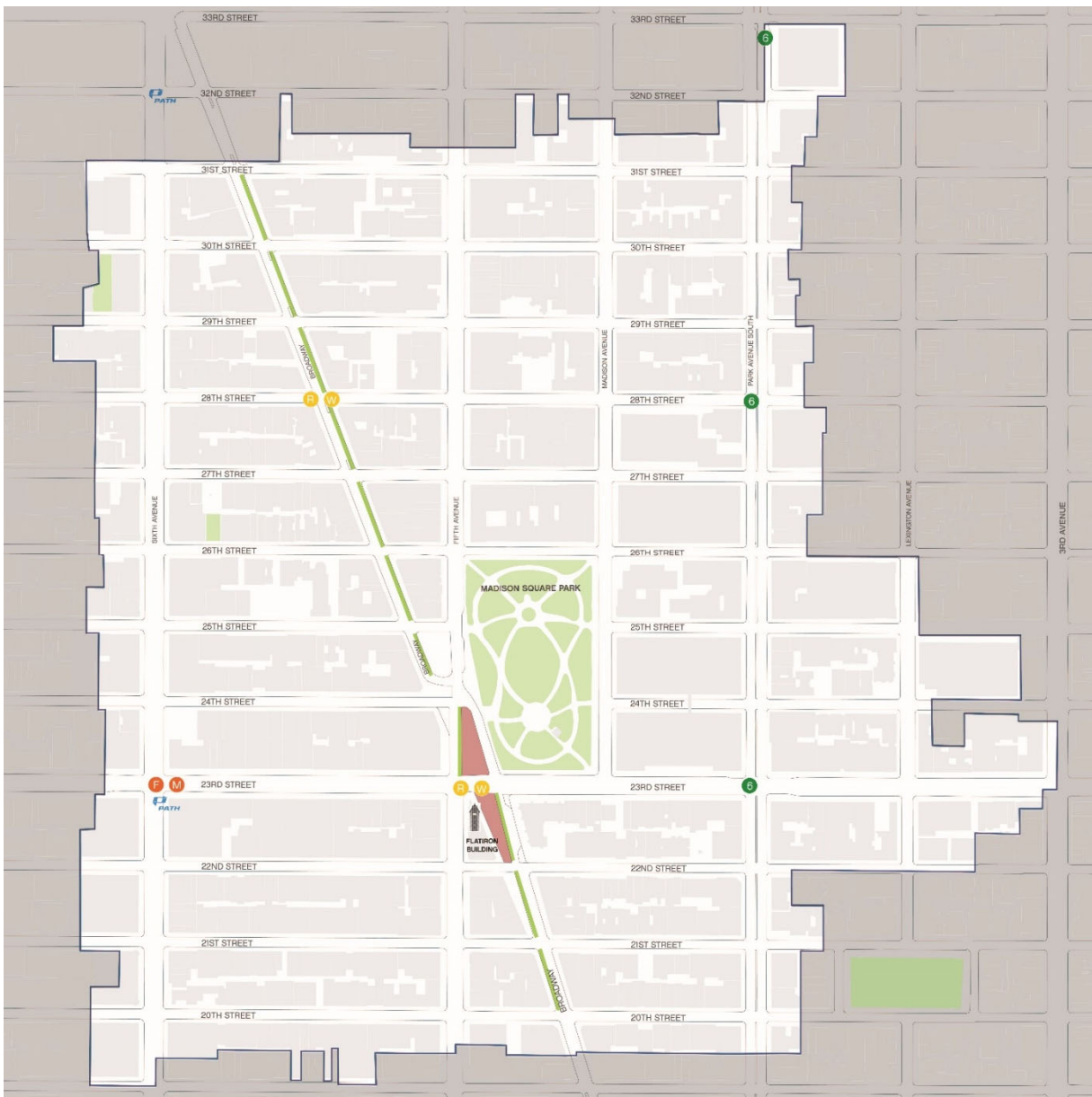
II. SCOPE OF WORK

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 31th Street;
- From the west side of 6th 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 33rd Street), including avenues and mid-blocks along Fifth, Madison, and Park Avenue South;
- Lexington Avenue between 22nd Street to 26th Street and along 23rd 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).



B. DEFINITIONS

1. **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.
2. **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; and Labor Day.

C. GENERAL REQUIREMENTS

1. The Flatiron BID is seeking a Contractor to perform homeless outreach by providing a dedicated individual, or team of outreach workers, who will proactively engage the homeless population in the Flatiron BID. The outreach individual/team will establish contact with and provide ongoing assistance to homeless persons, offering referral, transportation, and/or physical assistance to emergency rooms, clinics, food programs, drop-in centers, temporary shelters, substance abuse programs, housing programs, and other types of appropriate assistance.
2. The Partnership is open to all ideas to best serve the homeless population in the District. Contractor may propose a coalition or collaboration model to unite the Partnership with other service providers or interested parties to make the most impact.

D. SPECIFIC PROGRAM REQUIREMENTS

1. The Contractor will, at the onset of the program, conduct a thorough survey of the homeless in the BID district so the Partnership and the outreach individual/team can effectively create the service model that will best meet the needs of the Partnership.
2. The outreach individual/team should be familiar with and provide information about a multitude of programs, services, and shelter/housing options available to homeless individuals, and work with individuals to assist them in accepting services and housing. The individual/team will work with and link to social service programs and venues both within/near the District, and citywide, to provide homeless individuals with the most appropriate and effective referrals. The outreach individual/team's goal should be to create and maintain an ongoing dialogue and relationship with homeless individuals in the district and work with them to identify programs, services, and housing solutions to fit their needs. The ultimate goal of the program is to reduce homelessness in the District by offering individuals services and a better path forward.
3. The outreach individual/team should have the appropriate level of education, technical skills, and training to be able to effectively assess and assist the homeless population in the district.
4. The Contractor will provide the outreach individual/team with a mode of transportation to transport homeless persons to the appropriate services and programs upon their request. If a car or van is to be used, the Partnership will first inspect the vehicle supplied by the Contractor, and after giving its approval, the Partnership will reimburse all gas and maintenance costs for the approved vehicle as per the contract.

5. The outreach individual/team will keep daily records of interaction with homeless individuals. In these daily records, the outreach individual/team will record the location of the individuals within the district, demographics of the homeless persons encountered, the services suggested or provided to the homeless persons, any referrals or placements provided to the homeless persons, and any other relevant information. The daily assessments will be compiled and submitted as a report to the Vice President of Field Operations of the Partnership on a weekly basis. Monthly reports, compiling the results of the daily reports, will also be provided in a timely manner. The Partnership may also request additional reporting related to seasonal trends and year-over-year trends based on the monthly activity reports.
6. The outreach individual/team will regularly report to and communicate with the Partnership Management and/or their designee, who may have information regarding the location of homeless persons in need of assistance in the District. The outreach individual/team will carry a cell phone and/or radio for easy communication with the Partnership Management and/or their designee. The Contractor will provide the necessary equipment as part of the contract.
7. The Contractor should provide information on how it will interface with the City of New York Department of Homeless Services and the consortium of agencies that have been contracted by the City of New York to perform homeless outreach and services throughout the borough of Manhattan, including the within the District. The Contractor should discuss how it will coordinate efforts with other providers regarding placement of homeless individuals in programs and shelter/housing.
8. The Contractor will provide specific cost breakdowns of the program in the proposal, including a breakdown of staffing costs for an individual outreach worker versus a team approach (include salaries of case manager(s)/team leader(s), case aid(s)/outreach worker(s), and necessary administrative assistant/data analyst), and OTPS costs associated with equipment, supplies, and any other aspects of the program as outlined in this RFP. Please include hourly/weekly rates if applicable, and a total estimated annual cost inclusive of all elements of the program as proposed.
9. Immediately upon award of the contract, the Contractor will coordinate with the Partnership to arrange a homeless outreach program, which includes the following:
 - a. Selection of outreach individual/team for the Partnership to interview. The Vice President of Field Operations will interview and approve prospective outreach worker(s) prior to being assigned to the District;
 - b. Baseline assessment of the homeless population in the BID district, through which specific strategies and goals for the program will be established;
 - c. Preparation of a schedule and implementation plan for the program;
 - d. Plans for ongoing management and oversight of the program. The Contractor will have overall responsibility for all aspects of the program and report to the Partnership on its efforts and progress.

E. COVERAGE REQUIREMENTS

1. The Contractor will propose to the Flatiron BID the best plan to effectively address homelessness in the BID. Proposals may include suggestions on whether to supply an individual outreach worker or a team of workers; the best times of day or night for the outreach individual/team to be

working; the number of days per week the outreach individual/team should work; and any other pertinent details in developing a successful program.

2. At this time, the BID anticipates that the program will provide for a minimum of five (5) shifts per week, and a maximum of ten (10) shifts per week. Shifts are typically eight (8) hours, with a one-hour break. Hours should vary and include early morning hours, daytime hours, evening hours, and periodic overnight shifts depending on time of year. Varying shifts are important to fully understand and address the population of individuals throughout the district both day and night. Often, these populations can be different based on time of day.
3. The Partnership is open to all ideas to best serve the homeless population in the District. Contractor may propose a coalition or collaboration model to unite the Partnership with other service providers or interested parties to make the most impact.

F. MANAGEMENT AND ADMINISTRATION

1. The Contractor shall be fully capable and experienced in the business of providing homeless outreach services to a diverse population of homeless individuals, including chronically homeless as well as more transient individuals. Experience providing similar services to Business Improvement Districts and/or areas of Manhattan is preferred.
2. The Contractor shall pay all salaries, taxes, fringe benefits, health benefits, etc. including the cost of uniforms and equipment. The Contractor will be responsible for implementing a time-keeping system that is approved by the Partnership.
3. The Contractor shall assign only carefully screened, trained and qualified employees of exemplary character. All outreach workers assigned to the Partnership must have been employed by the Contractor for a minimum of 30 days prior to the commencement of the Contract and should have at least 6 months verified prior experience in a social services position. All employees should be subject to complete background checks. The Partnership's Vice President of Field Operations, or a designated representative, will interview and approve all candidates prior to being assigned to the District, and may reject any personnel offered at any time for any reason. Outreach workers must speak and write English fluently to prepare daily, monthly, and annual reports. Outreach workers must be in good health, without any limitations that would interfere with the performance of duties and potential emergency responses as outlined in this Proposal. The Contractor must certify in writing that all of the above have been met for each outreach worker assigned to the Partnership.
4. Consistent with the Partnership's objective of providing outreach worker(s) that are knowledgeable about and familiar with the District, the Contractor shall not remove or reassign any worker assigned to the District who has not violated any of the Contractor's or Partnership's rules, regulations, or guidelines without prior notification to the Partnership.
5. The Partnership's Vice President of Field Operations or their designee may either remove or order that an outreach worker be immediately relieved of duty for involvement in actions deemed unauthorized, detrimental, of suspicious intent, or improperly affecting his/her work performance on location. Violations of strict discipline, good order, or any policy established by the Partnership, or behavior that is otherwise disruptive or damaging to the Partnership, are justifications for removal. In such situations, the outreach worker must be replaced within a reasonable period of time by the Contractor.

6. The contractor shall manage and supervise all administrative tasks associated with the management of the pedestrian management program. This shall include ensuring timesheets are accurate, staff payroll is done promptly, and accurate billing is provided to the BID, including providing accurate and organized timesheets and work records. At all times a supervisor will be available to verify and document worker attendance.
7. The Contractor shall assume complete responsibility for ensuring that the performance of its employee(s) is as required under the Contract. The Contractor agrees to provide replacement for any outreach worker who is sick or fails to report to work.
8. The Contractor agrees as a condition of receiving the Contract to allow the Executive Director or his designee to review the payroll and personnel records of Contractor's employees assigned to the account if necessary.
9. 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.
10. The Contractor and all its employees are prohibited from accepting any gifts from merchants or residents.

G. EQUIPMENT AND UNIFORMS

1. The Contractor will be responsible for outfitting outreach worker(s) with the Flatiron BID logo on the outer most garment to be worn. Examples would be polo shirts, windbreakers, etc. Permissible for the contractor to have their logo displayed as well.
2. The Contractor will supply the outreach workers with a working phone and make certain that all equipment is maintained in good working order.

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:

1. 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.

2. 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.
3. 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 Flatiron NoMad Partnership, the City of New York, the New York City Department of Small Business Services (SBS), the New York City Department of Transportation (DOT), 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.

4. 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.
5. If applicable, 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.
6. 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 Flatiron NoMad Partnership, the City of New York, the New York City Department of Small Business Services (SBS), and the New York City Department of Transportation (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.

7. 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:

John Considine: jconsidine@flatironnomad.nyc

Angelos Kontos: akontos@flatironnomad.nyc

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

8. 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 that will be used under this contract, using the templates provided in APPENDIX A

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 B.

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) 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: PAY RATE AND BILLING RATE FOR WORKFORCE

CATEGORY/POSITION TITLE					
BASE PAY RATE/HOUR					
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, Equipment *Technology broken out separately					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
TOTAL STRAIGHT-TIME BILLING RATE:					
TOTAL OT BILLING RATE:					

* Insert Percentage

APPENDIX B: ANNUALIZED BILLING RATE SCHEDULE

	YEAR 1 7/1/2025 - 6/30/2026		YEAR 2 7/1/2026 - 6/30/2027		YEAR 3 7/1/2027 - 6/30/2028	
Employee Category	Annual Hours	Annual Cost	Annual Hours	Annual Cost	Annual Hours	Annual Cost
POSITION TITLE		\$		\$		\$
O/T		\$		\$		\$
POSITION TITLE		\$		\$		\$
O/T		\$		\$		\$
POSITION TITLE		\$		\$		\$
O/T		\$		\$		\$
STRAIGHT TIME SUBTOTAL		\$		\$		\$
OVERTIME SUBTOTAL		\$		\$		\$
ANNUAL TOTAL		\$		\$		\$

Other / Additional Cost Items – Please Indicate Below:

	YEAR 1 7/1/2025 - 6/30/2026		YEAR 2 7/1/2026 - 6/30/2027		YEAR 3 7/1/2027 - 6/30/2028	
Cost Item	Quantity/Hours	Annual Cost	Quantity/Hours	Annual Cost	Quantity/Hours	Annual Cost
		\$		\$		\$
		\$		\$		\$
		\$		\$		\$
TOTAL		\$		\$		\$