

FLATIRON NOMAD

REQUEST FOR PROPOSALS

Public Safety Services

Date Issued:

January 6, 2025

Submission Deadline:

Tuesday, February 4, 2025, 5:00PM

Virtual Pre-Bid Conference:

Thursday, January 16, 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 soliciting proposals from qualified contractors for the provision of public safety services to provide information and assistance to residents, workers and visitors and ensure that the District is safe and welcoming to all.

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.

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, 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

Virtual Pre-bid Conference & Questions:

The Flatiron NoMad Partnership will conduct a mandatory pre-bid conference on **Thursday, January 16, 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 **Tuesday, January 21, 2025**. A written list of questions and responses will be distributed to all Proposers by Friday, January 24, 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.
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 templates provided in APPENDIX A, B, C;
 - 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 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:

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.

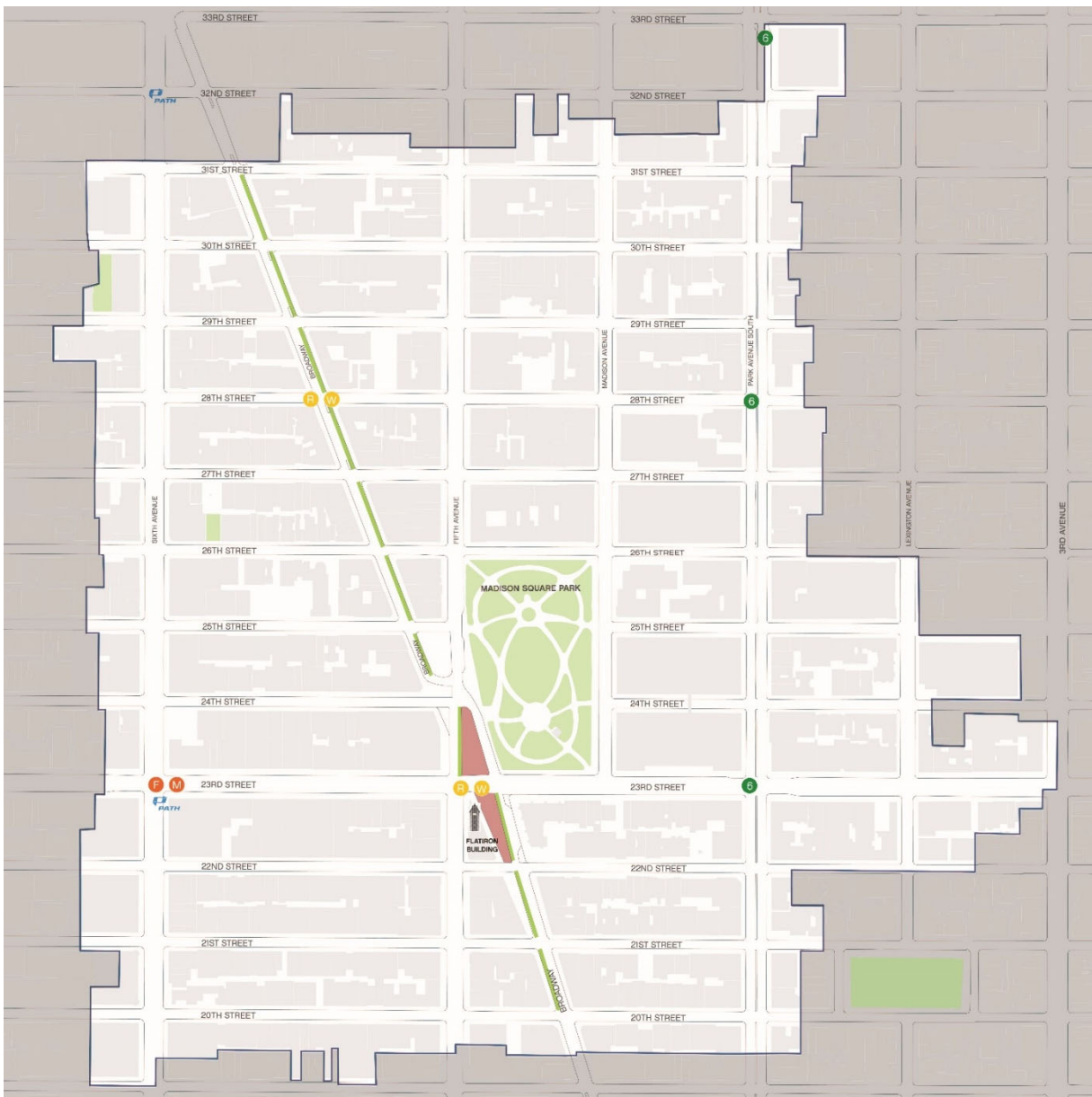
II. SCOPE OF WORK

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 Partnership seeks a Contractor to provide a trained workforce, which shall serve as Public Safety Officers to ensure that the District is safe and welcoming to all. They are the eyes and ears throughout the district with daily duties including, but not limited to:
 - a. Overseeing the proper use of public plazas and public space throughout the District, including security for special events and plaza activations;
 - b. Reporting emergency concerns to 911 and non-emergency concerns to 311 and reporting detailed information regarding actions taken to the Partnership management team;
 - c. Communicating with the Partnership management team on all public realm quality of life concerns;
 - d. Acting as neighborhood ambassadors to provide information and assistance to workers, residents and visitors within the District;
 - e. Collecting data on a myriad of conditions throughout the District, including unhoused individuals, encampments, legal and illegal vendors, public safety concerns, sanitation concerns, and general quality of life conditions.
2. The Contractor will be responsible for general management and oversight of the Public Safety Officers by providing an overall project manager or supervisor to work in conjunction with the Partnership's Vice President of Field Operations.

D. DUTIES

1. Public Plaza Management:
 - a. Understand and enforce the policies and procedures governing the public spaces and plazas within the District.
 - b. Politely interact with the people using the public plazas and, when necessary, inform them of the applicable rules of these spaces.
 - c. Intervene when the people in the plazas are engaging in potentially harmful or illegal activities. (for example: climbing on tables, chairs, planters or granite blocks; drinking, smoking or otherwise breaking plaza rules; performing or playing loud music)
 - d. Contact police and emergency services in the event criminal activity is observed and provide reliable reporting and information to police to support their investigations.
 - e. Report any concerns to management and inform management of daily enforcement actions.

2. Special Events:

- a. Provide perimeter security for promotions and events. Under the direction of the Vice President of Field Operations or their designee, support the event producers as needed for events to be successful.
- b. Provide overnight security for public space activations. Remain alert and aware of all activity happening on the overnight shift and provide a report of any incidents that occur.

3. Neighborhood Ambassadors:

- a. Interact with the public, provide directions, welcome them to the neighborhood, let them know about events happening in the plazas. Distribute pamphlets, maps, flyers and other informational and promotional materials to those in the District.
- b. Provide assistance to anyone in need including those in distress. Call emergency services when necessary and remain on scene to assist with the delivery of emergency services. Provide reliable reporting information to the emergency services as well as to the Partnership management team.
- c. Stop into local businesses and buildings to distribute information on behalf of the Partnership, advise them about any activity or programs happening in the area and leave contact information for the business to be in touch with Partnership management team. The goal is to build relationships with the stakeholders of these businesses and buildings.
- d. Provide a strong visible presence on major retail and activity corridors.
- e. Report on all suspicious activity while on duty.

4. Data Collection:

- a. The Partnership is working towards an integrated data collection program that helps inform all its field services divisions including Homeless Outreach, Sanitation and Public Safety Services. It is important that our Contractor understands the value that this data provides to the program as well as to the organization. The Public Safety Officers will be a key component of this data collection program.
- b. Under the guidance, training and discretion of the Partnership, use third-party software to collect data and report on conditions in the neighborhood. Data collected will include, but not be limited to, information about unhoused individuals, encampments, legal and illegal vending, street conditions, unsafe and hazardous conditions, and sanitation conditions.
- c. Daily collection of data will support the Partnership management team with decision making and understanding of daily activities.

E. WORKFORCE REQUIREMENTS AND DEPLOYMENT

Workforce Requirements

1. The Contractor shall ensure that all employees have the following minimum qualifications:
 - a. The Officers must be in good health, without any limitations that would interfere with the performance of the Duties listed above.
 - b. The Officers must have good attendance and on-time records.

- c. The Officers must speak and write English fluently. Officers should be able to write a clean and concise report when an incident occurs.
 - d. The Officers will be required to perform their duties outdoors at all times.
 - e. The Officers must not have been convicted of a felony or other criminal offense that might limit or prohibit their ability to perform the duties of the job in a trustworthy, reliable and competent manner.
2. The Contractor must conduct a criminal background check that must include the Officer's county of residence. The Contractor agrees to allow the Vice President of Field Operations or their designee to review these results for any and all officers assigned to the District.
 3. Consistent with the Partnership's objective of providing a workforce that is knowledgeable about and familiar with the District, the Contractor shall not remove or reassign any Officer who has not violated any of the Contractor's or Partnership's rules, regulations or guidelines.
 4. The Contractor shall insure that no employee assigned to the District carries a firearm or other dangerous weapon, as defined in the New York Penal Law, section 265.00.
 5. The Vice President of Field Operations or their designee may either remove or order that an Officer be relieved of duty for involvement in actions deemed unauthorized, detrimental, or suspicious intent, or improperly affecting their performance. Violation of strict discipline, good order, or any of the dress codes established by the Partnership, or behavior that is otherwise disruptive or damaging to the Partnership, are justifications for removal. In such situations, the Officer must be replaced within a reasonable time by the Contractor.
 6. The Contractor shall assume complete responsibility for ensuring that the performance of its employees is as required under the contract. The Contractor is responsible for ensuring that the agreed upon numbers of Officers shall be present at each shift. The Contractor agrees to provide immediate replacement for any Officer who is sick or fails to report to work.
 7. The Contractor agrees that personnel (the "Existing Security Guards") providing contract security services to the Partnership, under an existing agreement for such services between the Partnership and Allied Universal, will become employees of Contractor under the new contract if they meet all standards and qualifications required by Contractor (e.g. new background checks and drug tests, etc.). The Contractor will advise the Partnership of background checks or negative information obtained on all potential security officer candidates

Workforce Deployment

1. **Coverage:** The Partnership will provide Public Safety Officer coverage utilizing multiple shifts. The concentration of coverage will take place during times of peak pedestrian traffic. Concentration will be on the high traffic avenues and streets throughout the District as well as in and around public plazas.
2. **Shifts:** Proposers may make any relevant suggestions regarding the scheduling and deployment of the Public Safety Officers. The Partnership reserves the right to adjust shifts at any time to meet the needs of the District.

The current staffing is as follows:

- a. Supervisor: 5 shifts a week with schedule of 09:00 – 17:00
- b. Assistant Supervisor: 5 shifts a week with schedule of 11:00 – 19:00
- c. Public Safety Officers, Monday to Friday:

- i. 1 Officer with schedule of 08:00 – 16:00
 - ii. 2 Officers with schedule of 09:00 – 17:00
 - iii. 2 Officers with schedule of 11:00 – 19:00
 - d. Public Safety Officers, Saturday and Sunday
 - i. 2 Officers with schedule of 09:00 – 7:00
 - ii. 2 Officers with schedule of 11:00 – 19:00
- 3. 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:
- 4. Special Event Details: The Partnership anticipates a special event detail for an outdoor holiday installation. This would require 24-hour coverage from approximately the second week of January to the first week of March. The Partnership will provide a security booth for the Public Safety Officers performing the overnight shift. Special Event Details will occur from time to time, and it is important that the Contractor can provide additional workers when needed.

E. EQUIPMENT AND UNIFORMS

- 1. All workers assigned to the District are expected to maintain a neat and clean appearance with proper uniform attire as prescribed by the Partnership. 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 approved by the Partnership. The Contractor shall ensure that such uniforms are regularly cleaned and maintained to high standards. All Public Safety Officers assigned to the Partnership are expected to maintain a neat and clean appearance.
- 2. The Contractor will supply the workforce with working phones and make certain that all equipment is maintained in good working order. This equipment will be required to allow third-party applications such as Google AppSheet and NYC 311.

F. MANAGEMENT AND ADMINISTRATION

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 Public Safety Services program, to include, without limitation, the following:

Recruitment and Training: Proposers should include detailed information on their recruitment program and strategy, as well as their training program for Public Safety Officers assigned to the Partnership. It is expected that proposers will include annual training information and work alongside the Partnership staff on quarterly training courses to improve the quality of service provided.

- Training courses may include information on the duties of the job and daily expectations; serving as an ambassador and how to interact with the public; District

specific training on points of interest, transportation information and events; responding to emergency and non-emergency situations; and other topics as needed.

- Proposer will work with Partnership staff to develop a customized job training manual that covers the general duties and responsibilities of the position. Manual may also include more specific duties for certain zones and tasks.

Monitoring & Supervision: The Contractor shall meet at least monthly with the Vice President of Field Operations of the Partnership at a mutually agreed upon time, or on a more frequent basis, if so requested by the Vice President of Field Operations.

- At all times when Contractor is providing services as set forth in this RFP, Contractor shall provide the services of a Public Safety Officer 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.

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.
- The Partnership uses third-party software to survey and report on conditions in the District. It is expected that any technology provided by Contractor will be able to run third-party software as requested by the Partnership

Program Management:

- 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.
- 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.
- 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.
- The contractor shall manage and supervise all administrative tasks associated with the management of the 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.
- The contractor shall develop an employee handbook, subject to the approval of the BID, and develop clear expectations for employee conduct while employed as part of the BID program. This shall include absence/lateness policies, formal conduct policies,

and inclement weather policies. The contractor is expected to ensure all staff read, understand, and follow the expectations set out within the handbook. The contractor shall develop a formal disciplinary system for addressing staff who are not performing adequately based on expectations outlined in the handbook, or from on-the-job review. This shall include verbal, and written warnings, as well as the ability to dismiss staff for poor performance, at the contractor's discretion, or at the direction of BID staff.

- 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.
- 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 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.

- (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 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.

(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:

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.

(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) Officer: The starting wage for a new Public Safety Officer assigned to the Partnership is currently \$18.60 per hour; however, workers assigned to the Partnership receive wage rates that range between \$18.60 per hour and \$20.60 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 accordingly.
- 2) Assistant Supervisor: The starting wage for a new Assistant Supervisor assigned to the Partnership is currently \$21.00 per hour; however, workers assigned to the Partnership receive wage rates that range between \$21.00 per hour and \$23.00 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 accordingly.
- 3) Supervisor: The starting wage for a new Supervisor assigned to the Partnership is currently \$22.50 per hour; however, workers assigned to the Partnership receive wage rates that range between \$22.50 per hour and \$26.50 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 accordingly.

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 - OFFICER

CATEGORIES	OFFICER	OFFICER	OFFICER	OFFICER	OFFICER
BASE PAY RATE/HOUR	\$18.60	\$19.05	\$19.60	\$20.05	\$20.60
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, Supplies & 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: BILLING RATE SCHEDULE FOR ASSISTANT SUPERVISOR

CATEGORIES	Assistant Supervisor	Assistant Supervisor	Assistant Supervisor	Assistant Supervisor	Assistant Supervisor
BASE PAY RATE/HOUR	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00
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, Supplies & Equipment *Technology broken out separately					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
TOTAL STRAIGHT-TIME BILLING RATE: ASST. SUPERVISOR					
TOTAL OT BILLING RATE: ASSISTANT SUPERVISOR					

*Insert Percentage

APPENDIX C: BILLING RATE SCHEDULE FOR SUPERVISOR

CATEGORIES	Supervisor	Supervisor	Supervisor	Supervisor	Supervisor
BASE PAY RATE/HOUR	\$22.50	\$23.50	\$24.50	\$25.50	\$26.50
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, Supplies & Equipment *Technology broken out separately					
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs					
Profit					
TOTAL STRAIGHT-TIME BILLING RATE: SUPERVISOR					
TOTAL OT BILLING RATE: SUPERVISOR					

*Insert Percentage

APPENDIX D: 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
SUPERVISOR		\$		\$		\$
<i>O/T</i>		\$		\$		\$
ASSISTANT SUPER.		\$		\$		\$
<i>O/T</i>		\$		\$		\$
OFFICER		\$		\$		\$
<i>O/T</i>		\$		\$		\$
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		\$		\$		\$