



**SoHo Broadway District Management Association,  
Inc.**

**REQUEST FOR PROPOSALS**

Area Maintenance & Sanitation Services

**DATE ISSUED:** Friday, October 26, 2018

**RESPONSES REQUIRED:**

NO LATER THAN 5:00PM ON Monday, November 26, 2018

## I. INTRODUCTION

The SoHo Broadway District Management Association, Inc., doing business as the SoHo Broadway Initiative (the Initiative), is a not-for-profit tax-exempt organization that represents the neighborhood focused business improvement district for SoHo's Broadway from Houston to Canal. The Initiative's mission is to foster a unique, vibrant, mixed-use district with enhanced maintenance and public safety, effective advocacy and administration, technical and professional services for its members, and strategic capital improvements. The Initiative simply seeks to make SoHo Broadway a welcoming place to live, work and visit.

The Initiative is releasing the request for proposals (RFP) seeking proposals from VENDEX-approved contractors for the provision of supplemental area maintenance and sanitation services as described in more detail below, including street sweeping, graffiti removal, snow removal and power washing.

The initial contract period shall be for. Period commencing on January 1, 2019 and ending on December 31, 2020, with a two-year option to renew by the Initiative commencing on January 1, 2021 and ending on December 31, 2022.

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

Proposers are requested to be creative, innovative and as comprehensive as possible in providing proposals in response to this RFP.

## II. PROPOSAL SUBMISSION

Three copies of a written proposal must be delivered by the deadline, in a sealed envelope, to the offices of the Initiative located at 594 Broadway, Suite 311, New York, NY 10012. Proposers should also provide an electronic version of the proposal to Mark Dicus, Executive Director ([mdicus@sohobroadway.org](mailto:mdicus@sohobroadway.org)).

Proposers may direct questions regarding the RFP to: Mark Dicus, Executive Director ([mdicus@sohobroadway.org](mailto:mdicus@sohobroadway.org)). Questions regarding this RFP should be submitted via email no later than Wednesday, November 14, 2018. A list of questions and responses by the Initiative will be distributed to all potential proposers by Monday, November 19<sup>th</sup>, 2018.

## III. IMPORTANT DATES

<b>RFP Issued:</b>	Friday, October 26, 2018
<b>District Tour:</b>	Wednesday, November 7, 2018 at 10:00am
<b>Deadline for Questions:</b>	Wednesday, November 14, 2018

<b>Response to Questions:</b>	Monday, November 19, 2018
<b>Proposals Due:</b>	Monday, November 26, 2018 at 5:00pm
<b>Proposer Selected:</b>	Friday, December 14, 2018
<b>Services Start:</b>	Tuesday, January 1, 2019

*Proposers are strongly encouraged to send a representative to attend the District Tour.* Proposers who would like to attend the District Tour but are unable to do so on Wednesday, November 7<sup>th</sup> should contact Frank Wessels, Director of Operation ([fwessels@sohobroadway.org](mailto:fwessels@sohobroadway.org)) to schedule a tour of the district.

#### **IV. SELECTION PROCESS**

The Initiative will review all proposals for completeness and compliance with the scope of work and terms and conditions contained in this RFP. The Initiative may interview each proposer, conduct site visits of proposer's field location and conduct interviews of selected references provided in proposals.

The Initiative shall award a contract for the scope of work in this RFP to the qualified proposer whose proposal it determines to be most advantageous to the Initiative. The Initiative 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 Initiative further reserves the right to reject all proposals or to accelerate, postpone or cancel this RFP.

The Initiative 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 Initiative 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 Initiative 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 a forenamed for any costs incurred or for any matters arising in connection with the Initiatives 's review of a Proposal.

The Initiative reserves the right to request additional information or materials it may deem appropriate and necessary to evaluate each proposer's qualifications, past experience, current activities, and vision in order to assist in making an informed decision in the best interest of the Initiative. Submission of a proposal shall constitute the proposer's consent that the Initiative may make such inquiries as it deems appropriate to evaluate the proposer's submission and qualifications.

#### **V. MINIMUM QUALIFICATIONS**

Proposers must meet the following minimum qualifications in order to submit a proposal:

1. Proposers must be in good standing and current in all their obligations to or within New York State, the Federal government, and the City of New York; may not have been barred from or suspended from entering into contracts with the City of New York during the past five (5) years; and shall be required to provide evidence of financial responsibility prior to the award of any contract or agreement pursuant to this Request for Proposal. Proposers must provide evidence of VENDEX approval with their proposal. VENDEX approval is required prior to awarding the contract.
2. Sanitation and area maintenance services must be a primary focus of the proposer's business operation.
3. All proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, gender, sexual orientation or handicap during the term of the contract, and shall affirmatively agree to comply with all federal, state, and local laws and regulations, including executive orders issued relating thereto.

## **VI. SCOPE OF WORK- GENERAL TERMS & CONDITIONS**

### **A. Coverage Requirements:**

The District (as defined by the map on Appendix B) is serviced 363 days per year (no services on Thanksgiving or Christmas) seven days per week from 7am to 10pm with a uniformed clean team working 8-hour shifts (current shifts are 7am to 3pm and 2pm to 10pm). The contractor shall maintain the number of workers sufficient to cover provide services during the hours of operation. The contractor is responsible for cleaning the entire District with specific focus areas as determined by the Initiative and the Contractor.

The Initiative reserves the right to revise, alter or eliminate shifts, expand and reduce the number of hours of coverage, and make reasonable changes in the general scope of work and in the work force, including shifting work schedules to accommodate holiday staffing needs and changing routes to coordinate with City services.

The current personnel deployment is as follows:

#### **Monday to Sunday**

Cleaner (7am to 3pm) – 2 cleaners

Cleaner (2pm to 10pm) – 2 cleaners

#### **Tuesday**

Special Projects Coordinator (7am to 3pm) -1 cleaner

5 cleaner shifts are covered by a working supervisor.

The current contractor pays workers assigned to the Initiative time and a half for services performed on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4<sup>th</sup> of July and Labor Day. Thanksgiving and Christmas are paid holidays at normal time for shifts that would otherwise be scheduled but for the holiday. The current contractor provides reduced service on the following day(s): New Year's Day (1 shift with two cleaners). The Initiative anticipates continuing this policy going forward.

Including break time, the current contractor is providing approximately 2,300 hours of service each year, inclusive of cleaner and working supervisor.

## **B. Personnel**

The contractor shall make best efforts to offer employment to those workers who are employed under the current contract unless the Initiative determines that it prefers not to continue utilizing any workers. The contractor, in consultation with the Initiative, will create a schedule based on a 40-hour work week for each worker; the contractor will be responsible for any overtime in excess of 40 hours per week, unless approved in advance of the work that is work that is entitled to overtime or by prior agreement. In addition, any new workers assigned to service the District will meet the following minimum requirements:

1. Workers must be age 18 or over and have a working knowledge of the spoken English language.
2. Workers must have undergone a screening process prior to starting work in the District, which includes drug/alcohol abuse screening and a criminal background check.
3. Workers must be in good physical condition and health, without mental or physical disabilities or impairments, which would reasonably be expected to interfere with the performance of duties, and, if previously employed by the contractor, demonstrate records of satisfactory attendance and punctuality.
4. The Initiative may reject any personnel provided by the contractor at any time and for any reason or no reason.

## **C. Services**

1. The contractor shall sweep the sidewalks, crosswalks and gutters (up to 18" out from the curb) and bag the litter in order to keep all the sidewalks, crosswalks and curbs in the District clean. The contractor shall service the entire District multiple times per day maintaining standards acceptable to the Initiative.
2. The contractor shall empty all Initiative and City owned trash and recycling receptacles in the District (Receptacles) and reline all Receptacles with Initiative branded trash bags. Receptacles should be cleaned, washed and wiped down on a daily basis. Full trash bags shall be placed on the nearest corner for collection by the New York City Department of Sanitation (DSNY). The contractor will liaise with the DSNY to resolve any collection issues or address any concerns DSNY has regarding services provided by the contractor in the District.
3. The Contractor shall remove visible and reachable graffiti from public or Initiative owned/maintained structures, street furniture or art using special solvents, painting and/or other methods on an ongoing basis (i.e. daily or weekly basis depending on the type and scale of the graffiti). All graffiti removal efforts will be performed in compliance with all applicable laws and regulations.
4. The Contractor shall be responsible for the ongoing painting and/or aesthetic maintenance of public and Initiative provided structures and street furniture, including, but not limited to, light poles, traffic signal boxes, fire hydrants, mailboxes, subway grates, benches, news boxes, bollards, planters, trash receptacles, recycling receptacles, etc. Painting and maintenance are done on an as needed basis and District wide painting/maintenance is done on an annual basis in the spring. The contractor shall also be responsible for removing abandoned bicycles, posters, stickers or other similar items from public and Initiative provided structures and street furniture. The Contractor shall also repair or refurbish Initiative provided and selected public street furniture (i.e. Receptacles) on an as needed basis. Currently the painting, maintenance, repair and refurbishment tasks are assigned to the Special Projects Coordinator and the removal of posters, stickers and other similar items are completed by the Cleaners on a daily basis.

The contractor shall be responsible for monitoring public and Initiative owned structures and street furniture, undertaking the responsibilities outlined in this RFP and reporting any dangerous conditions, needed maintenance/repairs that are needed but that are outside the contractor's capability or scope of this RFP and shall refer those needs to the Initiative and/or the City of New York for further attention (e.g. burned out street light, broken sidewalk bench, street sign that has fallen down).

5. In the event of snow or sleet, the contractor shall remove snow or sleet from the street corners, catch basins, crosswalks, bus stops and fire hydrants, including areas adjacent to these areas (Snow Removal Areas), in the District. In addition, the contractor will put down a snow melting agent provided by the contractor as needed in the Snow Removal Areas to remove or prevent the accumulation of snow or sleet in these areas. The Contractor will provide at least one mechanized snow removal machine (i.e. snow blower) to support these services.

6. The contractor will remove standing water and will monitor all catch basins within the District prior to the arrival of and during rain, snow or sleet.
7. From March to November, the contractor will power wash each corner within the District, including all City or Initiative owned Receptacles and liners within the Receptacles. The contractor may be asked to complete additional power washing of Initiative selected locations for an additional cost.
8. The Contractor may also be responsible for special projects, including, but not limited to, the delivery of boxes of material in the district, removing abandoned property, moving planters, relocating Receptacles and other task that are reasonably related to the services provided by the Contractor.
9. The Initiative reserves the right to make changes in the general scope of work. Any such proposed changes shall be directed to the contractor in writing by the Initiative for review prior to implementation. If the DMA directs any changes with regard to the scope of the contracted services contemplated by this RFP, including the cost of or time required for performance, and such change has a substantive impact on the terms and conditions of the contract, an equitable adjustment shall be agreed to in the contract price, delivery schedule or both.

#### **D. Operational Requirements**

1. The contractor will provide a permanent workforce, will not rely on temporary labor and will assume complete responsibility for ensuring that performance by its employees meets the needs and standards established by the Initiative.
2. The contractor shall ensure that any supervisor and all the workers are able to verbally communicate with each other and with the Initiative staff in person and by use of two-way portable radios, mobile phones or other similar devices.
3. The contractor, at its own expense, will be required to provide and maintain a field office to serve as a break room and store equipment, materials and uniforms. The Initiative will assist in identification of such space as necessary. The Initiative currently provides a field office that serves as a break room for workers and to store equipment, materials and uniforms. The current space is offered to the Initiative on a month to month basis and the space may not be available going forward.

4. While on duty, all workers assigned to the Initiative's district are expected to maintain a neat/clean appearance while proper uniform attire as prescribed by the Initiative. Only uniforms in clean, good condition may be worn. Uniforms must serve the workers' needs in all types of weather. Workers will not be permitted to wear other visible garments over any part of their uniforms.
5. The District is a mixed-use community and the Initiative serves those who live, work and visit the District. All services provided as per the terms of this RFP must keep in mind the mixed-use character of the District. For example, power washing services are generally completed between 7pm and 1am using low noise equipment and may not be completed over night.

### **E. Equipment, Materials and Uniforms**

1. The contractor shall supply and maintain in good condition all equipment needed to provide the cleaning services described herein, including, but not limited to, brooms, snow shovels, wheel-mounted trash cans, 24" by 24" stickers for mounted trash cans bearing the Initiative logo, rags, scrapers, solvents, supply caddy aprons, etc. All equipment will be replaced as necessary to maintain optimal cleaning ability by the workers and to ensure professional appearance.
2. The contractor shall provide, store and deliver, as needed, quality trash bags meeting the Initiative's requirements, that bear the Initiative logo in the form approved by the Initiative, which are to be used solely in the service of the District. The Initiative uses approximately 45,000 trash bags per year. It will be the contractor's responsibility to ensure that sufficient quantities of trash bags meeting Initiative's specifications are maintained at the sanitation field location for use by the members of the clean team.
3. The Contractor must supply each worker a sufficient number of complete seasonal uniforms, including spring/fall, summer and winter uniforms approved by the Initiative. Uniform items must have the Initiative logo and will include the following: short sleeve t-shirts, long sleeve t-shirts, pants, sturdy work gloves, sweatshirt, winter coat, rain gear, ball caps, knit hats, and 32-below jumpsuits. It is the Contractor's responsibility to ensure that all uniforms in use are clean and in good condition at all times.
4. The contractor shall provide the equipment necessary to ensure that any supervisor and all the workers are able to verbally communicate with each other and with the Initiative staff in person and by use of two-way portable radios, mobile phones or other similar devices. In addition, the Contractor shall provide each working supervisor with a working cell phone



with email and data capabilities. All equipment must be maintained in good working order by the contractor and its employees.

5. The contractor must maintain a supply of snow melting agent that is stored at the field office and available for immediate use by the clean team.
6. The contractor must maintain all equipment needed to provide the power washing services described in this RFP.
7. The Initiative reserves the right add, modify or delete any of the equipment, materials or uniforms that must be provided by the contractor.

## **F. Environmental Factors**

All products shall be classified as environmentally-preferable products (such as low-toxicity cleaners, polishes, waxes, shampoos and oils). Material Safety Data Sheet (MSDS) information and any additional information available about emission characteristics shall be submitted to the Initiative. MSDS and other Occupational Safety and Health Administration-required safety information shall be clearly posted in all employee supply, storage, and locker areas. Appropriate personal protective equipment for all sanitation workers shall be made readily available. The successful bidder shall provide the Initiative with MSDS information for all cleaning materials and other solvents used in connection with this contract and the specific locations where these items are stored.

## **G. Service Area/District**

The map attached to this RFP in Appendix B outlines the area of coverage (the District).

## **H. Supervision of Services**

1. The contractor shall assume complete responsibility for insuring that the performance of its employees is as required under the contract. The contractor is responsible for ensuring that the agreed upon number of workers shall be present at each shift. The contractor agrees to provide immediate replacement for any worker who is sick, uses paid time off, fails to report to work or is otherwise unavailable to work. The contractor is responsible for any overtime costs that may be incurred as a result of the contractor's responsibility to maintain a full complement of workers, unless otherwise approved by the Initiative. The contractor shall notify the Initiative in writing when there is a planned or unplanned worker absence, and the solution for coverage.

2. The contractor shall assume complete responsibility for the supervision of the services provided by the contractor. The contractor will provide an on-site, full time (i.e. 5 work days at 8 hour shifts per week) working supervisor whose duties include, in addition to cleaning, surveying the District for current conditions that need to be addressed, redirecting the cleaning team as needed, utilizing timecards and a time clock supplied by the contractor and located in the field office to verify and document worker attendance. In addition to the full-time working supervisor, the contractor will also provide an on-call supervisor with the same responsibilities as the working supervisor for each shift where the working supervisor is not on duty who is available to supervise the services and respond to the needs of the District. Such on call supervisor should conduct periodic site visits during each shift where the full-time working supervisor is not working.

## **I. Administration and Reporting**

1. The contractor shall designate supervisors to meet with the Initiative periodically on an at least monthly frequency to review services and issues within the district. Prior to these meetings, the contractor will submit to the Initiative a written report based on the timecards and other supervisors' information showing the number of workers, hours worked, number of trash bags collected, graffiti removed and a checklist of problem areas, including but limited to illegal dumping, unsanitary conditions and irregularities in sanitation pickups. Proposers should submit a sample report or copy of the form that would be used to provide the required information. Notwithstanding the forgoing, Initiative staff and contractor staff will communicate and respond as needed in between monthly meetings to address any service related issues.
2. Based on the monthly reports of actual hours worked, the Initiative reserves the right to request revised invoices to make any necessary adjustments based on actual hours worked.
3. The contractor shall respond in writing to the Initiative to any complaints from the Initiative regarding the services and shall use its best efforts to alleviate such complaints.
4. A performance scale which will include "Scorecard" ratings from the Mayor's Office of Operations and other criteria will be used by the Initiative to evaluate the performance of the contractor.
5. 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

Initiative representatives to develop a detailed sanitation and graffiti abatement program, to include, without limitation, the following:

- a. 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;
  - b. Development of site-specific training designed to familiarize the uniformed 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 adjacent area;
  - c. The Contractor will propose a site-specific and job-specific reporting procedure, to be approved by the Initiative, 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 Initiative.
6. The contractor and all of its employees are prohibited from accepting any gifts from merchants, businesses or residents connected with the District without the express prior approval of the Initiative.

## **VII. PROPOSAL REQUIREMENTS**

Any proposal that does not specifically address the items in this section of the RFP will be considered not responsive and may not be considered. Please submit each item in the order and form defined below:

- A. Statement of qualifications of proposer indicating its ability to perform the services as outlined in this RFP, including ways the contractor is uniquely qualified or prepared to meet or exceed the services outlined in this RFP;
- B. A comprehensive staffing plan and budget associated with the services outlined in this RFP. The staffing plan should detail the estimated number of staff required to provide these services with a proposed seasonal weekly schedule with projections for the number of annual hours by position. The budget should detail all expenditures on an annual basis (i.e. each 12-month period of the contract) for costs including but not limited to labor costs (including supervision), equipment, materials and uniforms. The budget should, using the anticipated wages in Appendix A and B, provide annual pricing (i.e. 12 months) for the first term of the contract as applicable, as well as subsequent years if the renewal period were to be awarded, if pricing would be different from the first term. Budget for labor cost, equipment, materials and uniforms should include a detailed itemization for each cost center.

1. The hourly wage for a worker assigned to the Initiative under this contract is expected to \$15.00 per hour for a cleaner and \$17.25 for a working supervisor. Please refer to and submit a completed Appendix A which requires information to completed based on incremental wage rates.
  2. For the purposes of this RFP, proposers should describe in detail any health and other benefits offered to employees, including other health care insurance, life insurance, paid time off (i.e. sick, holiday, vacation, etc.) and any other benefits provided. The bill rate in Exhibit A should only include the cost of employee benefits the contractor currently provides or is committed to providing to its workers as per the terms of this RFP (e.g. paid holiday and holiday pay for work performed on designated holidays as described in Section VI(C) of this RFP).
  3. The Initiative, in its discretion may decide to implement wage increases or additional benefits (e.g. additional paid time off) for workers assigned to the contract. The Initiative reserves the right to negotiate separate bill rates should wage increases or additional benefits be implemented. In the event that the Initiative choses to increase workers' hourly rates the contractor may only increase those billing rate line items, such as FICA, SUI, and Workers' Comp, in the bill rate that increase as a result of higher wages. Billing rate line items that cannot be increased would include equipment, materials, uniforms, recruiting, profit, etc.
- C. Declare that they have visited the District and are fully informed with respect to the conditions in said area and they have carefully examined this RFP and are familiar with its contents.
- D. Written evidence that proposer is New York City Vendex-approved contractors. No contract may be awarded to a contractor who has not received Vendex approval from the City of New York. Therefore, it is imperative that all proposers submit evidence of being a New York City Vendex approved contractor with a proposal.
- E. The names and locations of three (3) current, and to the extent possible, similar type clients/accounts with their respective contact persons.
- F. Representation by a duly authorized representative of the proposer, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all of the conditions and responsibilities set forth in this RFP
- G. Proposers must outline in detail their recruitment, hiring and new hire onboarding methods.

## **VIII. TERM**

The contract shall be from January 1, 2019 to December 31, 2020, with an additional two-year option to renew by the Initiative commencing on January 1, 2021 and ending on December 31, 2022.

## **IX. FIRM PRICE AND TAXES**

- A. Unless specifically provided elsewhere in the contract, the price agreed upon by the contractor and the Initiative for the stated services shall be the confirmed price delivered in writing and will not be subject to change during the term of the contract.
  
- B. The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the contractor. The contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, or other compensation paid to employees engaged upon or in connection with the work to be performed.

## **X. ASSIGNMENT**

- A. The contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof; or of its interest therein or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract without the express written consent of the Executive Director of the Initiative.
  
- B. The Initiative may assign its rights under the contract to the City of New York.

## **XI. SUBCONTRACTING**

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

## **XII. INDEMNIFICATION**

The contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the Initiative and the agents, officers, employees and volunteers of these entities harmless from any and all claims, damage, loss, judgments, or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the contractor, its agents, employees, contractors, subcontractors, or permittees in connection with the contract. The contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death that may occur to said employees due to the negligence, fault, or default of the contractor. The contractor shall also require such indemnification from its contractors, subcontractors and permittees.

### **XIII. WARRANTIES AND COVENANTS**

- A. The contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice.
- B. The contractor further warrants that such services shall comply with all requirements of federal, state and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970, New York City's Earned Sick Time Act and the Affordable Care Act.
- C. The contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the district. In addition, the Contractor agrees to provide only workers who are legally authorized to work inside the United States.

### **XIV. PERMITS**

- A. The contractor shall be responsible for obtaining any and all permits required for its performance pursuant to the agreement to be entered into, whether mandated by federal, state or local law or regulation, and whether in effect at the time of this RFP or thereafter enacted.
- B. The Initiative shall be provided with a copy of any aforementioned permits by the contractor prior to commencing work under the contract.

### **XV. INSURANCE**

Contractor, its subcontractors and sub-subcontractors shall not commence work until it has obtained all insurance referred to herein, provided proof as set forth and has been approved by the Initiative.

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 contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive its right of subrogation against Initiative, Initiative's agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Initiative 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 Initiative, the City of New York, 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 Initiative 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 B, C and D above. This policy shall be written on an "occurrence" basis and shall cover Initiative 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 Initiative, the City of New York and Dept. of Small Business Services.

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. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Initiative shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Initiative with Certificates of Insurance no later than (5) days prior to commencement of work and upon Initiative's request, shall provide Initiative 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: Mark Dicus, Executive Director, mdicus@sohobroadway.org.

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

## **XVI. INDEPENDENT CONTRACTOR AND LICENSEE**

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of the contract, neither the contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting as agents, servants, or employees of the Initiative, he, or any member or officer of the Initiative by virtue of the contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the Initiative, the City of New York, or any of their officers, agents, or employees pursuant to the contract, but shall be deemed to be independent contractors performing services for the Initiative, the City of New York, or the contractor, as the case may be, without power or authority to bind the City of New York or the Initiative and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the contract.

## **XVII. TERMINATION AND CANCELLATION**

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



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

#### **XVIII. NO WAIVER**

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

#### **XIX. CLAIMS OR ACTIONS**

- A. The contractor shall look solely to the funds appropriated by the Initiative for the contract for the satisfaction of any claim or cause of action the contractor may have against the Initiative in connection with the contract or the failure of the Initiative to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the Initiative or the contractor shall have any personal liability in connection with the contract or any failure of the Initiative or the contractor to perform their obligations thereunder. The contractor agrees that no action against the Initiative in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the contract, or (ii) the cause for said action takes place, whichever occurs earlier.
- B. The parties agree that any claims by or against the City of New York arising under the Contract or related thereto shall be governed by the same venue provisions as those enumerated in contract between the City of New York and the Initiative.

#### **XX. COMPLIANCE WITH LAWS**

- A. The Contractor shall comply with all applicable federal, state and local laws, executive orders, regulations and rules, including, but not limited to, affirmative action and equal employment opportunity.

- B. The Contractor shall hold harmless and indemnify the Initiative from any fines, penalties and expenses which the Initiative may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision of this RFP.

## **XXI. PAYMENTSCHEDULE**

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

## **XXII. BOOKS, RECORDS, AUDITS AND INSPECTIONS**

- A. The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.
- B. Such books and records shall include, but are not limited, to employees' time worked and payment received; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the Contract.
- C. All books and records of the Contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by the Initiative and The Department of Small Business Services (DSBS) for purposes of verifying compliance with the terms of the Contract and with applicable laws.
- D. The Initiative reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.
- E. The Contractor shall provide the Initiative with a Bi-Annual fiscal report indicating cash disbursements made by the Contractor relating to the operating expenses associated with the Contract

**APPENDIX A - BILLING RATE SCHEDULE**

<b>CATEGORIES</b>	<b>CLEANE R</b>	<b>ACTING SUPERVISOR</b>
<b>BASE PAY RATE/HOUR</b>	\$15.00**	\$17.25**
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 and Other Benefits		
Equipment, materials and uniforms		
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs		
Profit		
<b>TOTAL STRAIGHT-TIME BILLING RATE</b>		
<b>TOTAL OT BILLING RATE</b>		

\* Insert Percentage

\*\* Please include wage rates in \$0.25 increments from \$15.00 up to \$25.00)

# SoHo Broadway BID

