



REQUEST FOR PROPOSALS
Supplemental Sanitation Services & Area Maintenance

DATE ISSUED: FRIDAY, JANUARY 14, 2022

VIRTUAL PRE-BID CONFERENCE:
WEDNESDAY, JANUARY 26, 2022, 12:30PM

PROPOSALS DUE:
NO LATER THAN 5:00PM ON MONDAY, FEBRUARY 14, 2022
(EXTENSIONS WILL NOT BE GRANTED, NO CALLS PLEASE)

Lincoln Square District Management Association, Inc.
DBA Lincoln Square Business Improvement District
1881 Broadway, Suite 2R
New York, NY 10023

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SECTION 1 - OVERVIEW

A. INTRODUCTION

The Lincoln Square District Management Association, Inc., doing business as the Lincoln Square Business Improvement District (hereafter the LSBID), a 501 (c) 3 not-for-profit tax-exempt corporation, is seeking Proposals from qualified Contractors for the provision of supplemental sanitation services and area maintenance to the area of the LSBID. The mission of the LSBID, founded in 1996, is to make Lincoln Square clean, safe, and beautiful, and to undertake various improvement projects. We focus our efforts on supplemental sanitation and security services; the beautification of public spaces, malls, and parks; and the promotion and marketing of the area's diverse business and cultural offerings. The LSBID acts as a catalyst working with business, community and city partners to promote positive change in Lincoln Square.

The LSBID's current Contract for supplemental sanitation services and area maintenance will end on March 31, 2022. The LSBID works closely with and coordinates its efforts with the New York City Department of Sanitation.

Qualified Contractors are invited to submit Proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP). MWBE businesses are encouraged to apply. Proposers are requested to be creative, innovative and as comprehensive as possible.

B. TERM

The Contract awarded shall be for a period of three (3) years, to commence on April 1, 2022 and end on March 31, 2025, with an option to extend for an additional year.

C. SCHEDULE & PROPOSAL SUBMISSION PROCESS

RFP Release Date: Friday, January 14, 2022

Virtual Pre-bid Conference: Wednesday, January 26, 2022, 12:30PM

Completed Proposals Due via Email: Monday, February 14, 2022, 5:00PM

Proposals, including the completed Billing Rate Schedule (see Section 3.D & Appendix A), should be emailed to the following by the close of business, 5:00PM on Monday, February 14, 2022:

Monica Blum, President, mblum@lincolnsquarebid.org,

Ralph Memoli, Executive Vice President, rmemoli@lincolnsquarebid.org, and

Phil Gordon, Director of Operations, pgordon@lincolnsquarebid.org.

D. VIRTUAL PREBID CONFERENCE & QUESTIONS

The LSBID will hold a virtual pre-bid conference on Wednesday, January 26 at 12:30pm. The pre-bid conference will take place virtually via Zoom. Please RSVP to the LSBID's Director of Operations, Phil Gordon at pgordon@lincolnsquarebid.org. The meeting link and log-in information will be provided to those that RSVP.

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Proposers may ask questions during the pre-bid conference. Inquiries will also be accepted after the conference via email and all questions and answers will be shared with all proposers. All questions should be e-mailed to LSBID's Director of Operations, Phil Gordon at pgordon@lincolnsquarebid.org.

E. 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 (i.e. D&B REPORT or equivalent); Proposers must be registered in the City of New York's Passport system.
2. Proposers must have at least five (5) years' experience in the provision of outdoor sanitation services, including exterior sweeping, cleaning, graffiti removal, and snow removal; demonstrated experience in manpower recruitment and management; and established relationships with equipment and uniform suppliers within the greater NY Metropolitan area. Proposers must possess all permits and licenses required by federal, state and city laws or regulations.
3. Proposers must utilize technology that enhance its services to the LSBID. 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 provide including the possibility of mechanized cleaning options.
4. Proposers must be in compliance with the insurance requirements in accordance with the City of New York and set forth in this RFP (see Section 4.E).

F. SELECTION PROCESS

The LSBID may interview Proposers, conduct site visits of Proposer's field location(s), visit other locations for which Proposer provides services and check references provided with the Proposals.

The LSBID will review all Proposals for completeness and compliance with the scope of work and terms and conditions contained in this RFP. The LSBID 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, which may assist the LSBID in making an informed decision in the best interest of the LSBID. Submission of a Proposal shall constitute the Proposer's consent that the LSBID may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications, and reserves the right to award the Contract based on the initial submission, without further discussion.

The LSBID may award the Contract to the qualified Proposer whose Proposal it determines to be most advantageous to the LSBID. The LSBID reserves the right to award the Contract to other than the Proposer offering the lowest overall cost. The LSBID further reserves the right to reject all Proposals, to postpone and /or cancel this RFP.

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Failure by the LSBID 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 LSBID or any of its members, officers, employees, agents, consultants, or other Proposers. Submission of a Proposal by a Proposer shall constitute a waiver by such Proposer of any claim or cause of action against any of the forenamed for any costs incurred or for any matters arising in connection with the LSBID's review of the Proposal.

The LSBID shall not be responsible for 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.

SECTION 2 - SCOPE OF WORK

A. COVERAGE REQUIREMENTS

The Selected Contractor shall provide the manpower necessary to cover the district seven days per week, 365 days per year, and maintain the number of workers sufficient to staff several shifts that may include early morning, mid-day and evening shifts. The team is responsible for cleaning the entire district; see Section 2.B & Appendix B) with specific work zones to be determined by the LSBID and the Selected Contractor. Exact hours of coverage may vary depending on social and economic conditions, and may range from 560 (current level) to 600 hours of service a week. The current schedule is 7am-3pm and 1pm-9pm, Monday through Friday, and 8am-4pm and 1pm-9pm on Saturdays & Sundays. Proposers may recommend a different allocation of hours or alternative hours based on project needs and proposed deployment models.

The LSBID 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.

B. TARGET AREA

The LSBID encompasses a total of 84 block faces from the north side of West 58th Street to the south side of West 70th Street which includes all of Broadway in that area, the east side of Amsterdam Avenue, the majority of Columbus Avenue and parts of Central Park West. The LSBID map (see Appendix B) outlines the area of coverage.

C. SERVICES

The Selected Contractor shall provide uniformed, well trained sanitation workers and will be responsible for any and all supplemental cleaning and area maintenance projects that may be required by the LSBID, including, but not limited to, the following:

1. The Selected Contractor shall sweep the sidewalks and gutters (up to 18" out from the curb) and bag the litter as necessary in order to keep all the sidewalks and curbs in the district clean. The Contractor shall sweep and keep clean the crosswalks in the ten Broadway Malls and the areas of

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the two parks in the district and remove all litter from the parks, mall interiors and planters throughout the district.

2. The Selected Contractor shall empty and maintain all LSBID and City owned corner and mid-block trash receptacles (approximately 125 receptacles), and reline all receptacles with LSBID branded trash bags. In conjunction with the LSBID's Director of Operations, bagged litter is placed at designated locations determined by collection routes and in consultation with the New York City Department of Sanitation. The Contractor will wipe clean and disinfect all receptacles daily, remove graffiti and stickers, and pressure wash and paint as needed.
3. The Selected Contractor shall remove all reachable graffiti from public structures, street furniture, and common area walls by using special solvents, painting and/or other methods. Services will include the regular removal of recurring graffiti. All graffiti removal projects will be performed in compliance with all applicable laws and regulations and with the consent of the building owner on private property.
4. The Selected Contractor shall be responsible for the ongoing painting, maintenance and/or disinfection of City owned and LSBID provided street furniture, including, but not limited to, light poles, traffic signal boxes, fire hydrants, mailboxes, benches, Broadway Mall barriers, umbrellas, planters, movable tables and chairs, kiosks, etc. The Contractor shall be responsible for providing all paint and materials and will also be responsible for scraping posters and stickers off City owned and LSBID provided street furniture.
5. The Selected Contractor shall also have the ability to put out, move and refurbish LSBID provided street furniture as needed.
6. The Selected Contractor will insure that all cleaning and disinfecting products used are CDC approved, if applicable, and 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 LSBID. MSDS and other Occupational Safety and Health Administration-required safety information shall be clearly posted in all employee supply, storage, and locker areas.
7. The Selected Contractor must keep and provide the LSBID, through reporting software provided by the Contractor, with accurate daily counts of all services provided, including counts of graffiti, stickers, illegal postings, etc. removed and trash bags used. (see Section 2.F)
8. In the event of snow, the Selected Contractor shall remove snow from the catch basins, crosswalks, intersections, bus stops (in coordination with the City of New York's contractor) and fire hydrants in the district. In addition, the Contractor will put down a snow melting agent provided by the Contractor where needed.
9. The Selected Contractor will monitor all catch basins within the district prior to the arrival of severe weather to ensure all catch basins are clear of debris. The Contractor will also close umbrellas when there is significant cloud cover, windy, or other severe weather.

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10. The Selected Contractor shall coordinate with the LSBID's landscaper and other Contractors and will participate in community service projects identified and undertaken by the LSBID.
11. The Contractor may also be responsible for projects, including, but not limited to, pressure washing of stains on sidewalks, near LSBID owned trash cans and in our two small parks, the delivery of boxes of material in the district, moving planters, moving LSBID information carts, and periodically watering plant material in the Broadway Malls and two parks in the district utilizing a portable 40 gallon Aqua-mate watering tank supplied by the LSBID.

PERSONNEL:

1. The Selected Contractor will provide a work force that shall consist of an adequate number of supervisory and cleaning personnel to perform the requirements of the Contract. Currently, there are 14 workers assigned to our account with 10 workers per day scheduled, seven days a week. The Board of Directors, LSBID's President, Executive Vice President or their designated representative(s) may reject any personnel provided by the Contractor at any time. Upon assumption of a Contract, the Selected Contractor shall make best efforts to offer employment to those workers who are employed under the current Contract unless the LSBID determines that it prefers not to continue utilizing any workers.
2. The Selected Contractor will provide workers that are 18 or over, have a high school diploma or equivalent and have a working knowledge of the spoken English language and must have undergone a pre-employment screening process, which includes drug screening and a criminal background check. The Contractor shall ensure that the supervisor and all the workers are able to verbally communicate with each other and with the BID staff in person and by use of two-way portable radios.
3. The Selected Contractor shall provide workers that are 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 Selected Contractor, demonstrate records of satisfactory attendance and punctuality.
4. At all times the Selected Contractor shall provide on-site, full-time working supervisors whose duties, in addition to cleaning, will include identifying areas of the district that require particular attention, assigning the workers specific areas to cover, charting the workers' progress to ensure that the entire district is covered, and recording specific data as requested by the LSBID. The supervisor must be able to communicate without delay by the use of portable radios with the workers to dispatch them to any problem areas.
5. All workers and supervisors assigned to the LSBID are expected to maintain a neat and clean appearance with proper uniform attire (see Section 2.E) as prescribed by the LSBID and will also serve as ambassadors of the LSBID, when applicable, assisting members of the public and the LSBID's Public Safety team.
6. The Selected Contractor shall provide a permanent workforce and 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 LSBID. The Selected Contractor will also be responsible for filling all absences in a timely manner.

7. The Selected Contractor will remain current on and comply with all current, city and state and federal regulations regarding COVID-19 protocol, including vaccination mandates, testing, and mask compliance.

E. UNIFORMS AND EQUIPMENT

1. The Selected Contractor must supply each worker a sufficient number of complete seasonal uniforms, including spring/fall, summer and winter uniforms approved by the LSBID. Uniform items must have the LSBID logo and will include, but not be limited to, three (3) shirts, three (3) pants, three (3) insulated jumpsuits, sturdy work gloves, seasonal jackets, rain gear, caps, knit hats, neck gaiters, work boots, and nametags. 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. It is the Contractor's responsibility to ensure that all uniforms, equipment, etc. are clean and in good condition at all times by providing a pick-up and delivery laundry or dry-cleaning service to the workers assigned to the LSBID.
2. The Selected Contractor must describe their process for ordering uniforms and include the names of any vendors they procure uniforms from, the procedure to outfit workers each season, and the timeline for delivery once an order is placed.
3. The Selected Contractor shall supply and maintain in good condition all equipment needed to provide the cleaning services described herein, including, but not limited to, brooms, squeegees, wheel-mounted trash cans, 24" by 24" stickers for trash cans bearing the LSBID logo, rags, solvents, supply caddy aprons, snow blower, pressure washer, etc. All equipment will be replaced as necessary to maintain optimal cleaning ability by the workers and to ensure professional appearance.
4. The Selected Contractor shall provide, store and deliver, as needed, quality trash bags with a thickness of 2 MIL, that bear the LSBID logo, which are to be used solely by the LSBID. The LSBID uses approximately 80,000 bags annually, which are delivered to the sanitation field location in the district by the Contractor in several shipments throughout the year. The Contractor shall also provide specialized trash bags for Big Belly Solar powered compacting units: clear recycle bags with a thickness of 2.0 MIL and compactor bags with a thickness of 2.5 MIL, also with the LSBID logo.
5. The Selected Contractor shall provide every worker with a two-way portable radio. Two radios will also be provided for the LSBID office. It is the responsibility of the Contractor to ensure an adequate number of radios are in good working order and to provide back-up batteries.
6. The Selected Contractor will provide a mobile pressure-washer capable of removing spots and stains from sidewalks and around trash cans.
7. The Selected Contractor will provide at least one mechanized snow removal machine (i.e. snow blower), as well as an adequate number of salt spreaders, that shall be kept at the designated storage area for the exclusive use of the LSBID.

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8. The Selected 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.
9. The Selected Contractor will provide PPE (personal protective equipment) for all workers assigned to the LSBID.

F. OPERATIONAL REQUIREMENTS, REPORTING & EVALUATION

1. The LSBID currently provides the workers with a sanitation field location at Fordham University's Lincoln Center Campus that is shared with a small crew from Goddard Riverside Community Center, as well as a small storage facility at Lincoln Center. The field location at Fordham is subject to the university's health and safety protocols which currently include providing proof of vaccination status from COVID-19 upon request in order to enter any of their facilities. Similarly, the storage facility is subject to Lincoln Center's health and safety protocols which also currently includes providing proof of vaccination status from COVID-19. The Selected Contractor may be required to provide an off-site location to store all equipment (see Section 2.E). The Selected Contractor shall have the means necessary to transport said equipment to the LSBID sanitation field location or elsewhere in the district. The Selected Contractor must provide the address of said off-site location.
2. The Selected Contractor shall meet with the LSBID periodically and will submit to the LSBID a weekly written report based on the timecards and other supervisors' information showing the number of workers, hours worked, number of trash bags collected and a checklist of problem areas, including graffiti, illegal dumping, unsanitary conditions and irregularities in sanitation pickups. Included in the report will be a summary of the activity for the week and recommendations, if any, for changes in schedules, routes, etc. Proposers should submit a sample report or copy of the form that would be used to provide the required information (see Section 3).
3. The Selected Contractor shall respond via email to the LSBID to any complaints from members of the LSBID regarding the services and shall use its best efforts to alleviate such complaints.

SECTION 3 - PROPOSAL REQUIREMENTS

Proposers submitting proposals to the LSBID are requested to be creative in submitting proposals that will reflect the unique character of the Lincoln Square area and shall be submitted in the following format. Any proposal not in the format defined in this section of the RFP will be considered non-responsive and may not be accepted. Electronic submissions are required in the order and form defined below.

- A. Discuss your firm's overall history and management structure. Describe how your firm will interact with the LSBID; include names and contact information of those individuals that would be responsible for the oversight of the Contract and identify your firm's primary point of contact, a phone number and e-mail address where they may be reached, and the address (both mail and email) to which correspondence should be sent.

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- B. Outline in detail your recruitment and screening methods, and submit a list of the steps new hires go through from the point they request an application for employment until they have completed sufficient training to handle the position for which they were hired. Include any forms used and a summary of typical training procedures. Please also include successful procedures for backfilling positions which become vacant. Proposers should identify whether or not they have an HR Department and describe all methods used for recruiting.
- C. Provide a list of organizations and/or facilities of comparable quality and size of the LSBID to which your firm is currently under contract for sanitation services. This list should include no less than three (3) references, including contact names, email addresses, and phone numbers, all of whom have been clients for at least one (1) year. The list may be used by the LSBID to conduct unannounced site visits.
- D. Proposers must attach a fully completed Billing Rate Schedule (see Appendix A), showing monthly and annualized costs for all items listed.**
- a. The starting wage for a new worker assigned to the LSBID is currently \$15.50 per hour; however, workers assigned to the LSBID receive wage rates that range between \$15.50 per hour and \$21.00 per hour based on the mandated minimum wage, merit and length of service.
 - b. **Based on the attached Billing Rate Schedule, the Proposer shall submit Bill Rates at \$0.25 increments between \$15.50 and \$25.00, i.e. \$15.50, \$15.75, \$16.00, up to and including \$25.00.**
 - c. The LSBID at its discretion may decide to implement longevity or other wage increases for workers assigned to the Contract. The LSBID reserves the right to negotiate separate Bill Rates should longevity or other increases be implemented. In the event that the LSBID 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. Line items that cannot be increased would include equipment, uniforms, recruiting, profit, etc. (see also Section 4.A regarding pricing.)
 - d. 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 Schedule (Appendix A) should clearly identify the breakdown of the Proposers' benefits package, including vacation, sick time and any health benefits provided to workers.
 - e. The LSBID is committed to a healthy workforce. All workers assigned to the LSBID Contract must be offered health benefits in accordance with the Affordable Health Care Act as well as paid time off and paid family leave in accordance with federal, state and city laws. Currently, the LSBID covers the majority of the cost of single health insurance for employees of the current Contractor who are assigned to the LSBID full-time and who select single coverage; employees of the Contractor contribute towards the plan. Back-up is provided monthly by the contractor to verify which employees are enrolled in their health insurance plan. Employees of the contractor that are newly assigned to the LSBID are subject to a 90-day waiting period before the LSBID will cover the cost of health insurance. Please include details on benefits your company provides, including union benefits if applicable. Proposers should clearly

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define how their health insurance benefit package is administered and must include in their Proposal the cost of health insurance to workers, health insurance costs incurred by the Contractor as well as any potential health insurance costs to be directly billed to the LSBID. The Bill Rate should only include the cost of health insurance if the Contractor provides and pays for health insurance for its workers.

- f. Proposers should highlight their company's planned integration of software and hardware technologies that will enhance the job performance of the LSBID workers, including the reporting of conditions and invoicing.
- g. Proposers must provide a current certificate of insurance showing evidence of general liability insurance as well as workers compensation.
- h. Proposals should include a list of equipment and licenses that the Contractor has available to support this Contract. (i.e. vehicles, carter licenses, snow blowers, pressure washers, etc.)
- i. Proposers should submit sample report(s) and/or copies of all forms that they would use to service the LSBID.
- j. Proposers must provide the LSBID with MSDS information for all cleaning materials and other solvents that will be used in connection with servicing the LSBID, including the specific locations where these items are stored.

SECTION 4 - MISCELLANEOUS

A. FIRM PRICE AND TAXES

1. The price agreed upon by the Selected Contractor and the LSBID for the stated services shall be the confirmed price delivered in writing and will not be subject to change.
2. The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the Selected Contractor. The Selected 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.
3. If during the course of the Contract, the LSBID Board of Directors decides to implement wage increases for workers assigned to the Contract, only those line items in the bill rate schedule that increase as a direct result of the new wage may be increased. This would include items such as FICA, SUI, and Workers' Comp, etc. Line items that cannot be increased would include equipment, uniforms, recruiting, profit, etc.

B. ASSIGNMENT

1. The Selected 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 President of the LSBID.
2. The LSBID may assign its rights under the Contract to the City of New York.

C. SUBCONTRACTING

The Selected 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 LSBID. The Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

D. INDEMNIFICATION

The Selected Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the LSBID 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 Selected 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.

E. INSURANCE

The Selected Contractor agrees to carry all necessary insurance, including general liability and special public liability insurance to include coverage for false arrest, libel, slander, civil rights violations and other defamation and invasion of privacy. The Contractor must provide the LSDMA with written evidence of said insurance that complies with the following:

1. Throughout the term of the Contract, the Selected Contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Broad Form Comprehensive General Liability Insurance in amounts not less than \$2,000,000 for each occurrence involving injury and/or property damage. The Contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving injury and/or property damage. The LSBID, the City of New York, the New York City Department of Small Business Services, the New York City Department of Parks and Recreation, the New York City Department of Transportation, Fordham University, Lincoln Center for the Performing Arts as well as any other entities requested by the LSBID including those that provide field locations for the sanitation program including their respective directors, officers, trustees, agents and employees shall be named as additional insureds on all such policies, and the Contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

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2. During the performance of the work covered by this agreement, the Selected Contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation with employer's liability limits of no less than \$500,000 per accident, covering all aspects of its performance under the Contract.
3. All insurance policies entered into by the Selected Contractor in relation to the Contract shall provide that any change in or cancellation of any such policies shall not be valid until the LSBID has had 30 days' written notice of such change or cancellation.
4. The Selected Contractor shall procure and deliver to the LSBID, the City of New York and the New York City Department of Small Business Services certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.
5. If the Commissioner of the New York City Department of Small Business Services reasonably determines that additional insurance is properly required; the Contractor shall obtain such additional insurance as is requested.

F. WARRANTIES AND COVENANTS

1. The Selected Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice.
2. The Selected 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.
3. The Selected 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.

G. PERMITS

1. The Selected 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.
2. The LSBID shall be provided with a copy of any aforementioned permits prior to commencing work under the Contract.

H. 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 Selected 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 LSBID, the City of New York,

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or any Member or Officer of the LSBID by virtue of the Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the LSBID, 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 LSBID, 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 LSBID and shall be deemed solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the Contract.

I. TERMINATION AND CANCELLATION

1. The Contract is subject to cancellation by either party for cause (i.e. material failure to perform) upon 20 days' written notice, and the LSBID may cancel without cause with 30 days' written notice.
2. In the event of such cancellation, payment to the Selected Contractor shall be adjusted on a pro rata basis or refunded to the LSBID on a pro rata basis, as applicable.

J. CLAIMS OR ACTIONS

1. The Selected Contractor shall look solely to the funds appropriated by the LSBID for the Contract for the satisfaction of any claim or cause of action the Selected Contractor may have against the LSBID in connection with the Contract or the failure of the LSBID to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the LSBID or the Contractor shall have any personal liability in connection with the Contract or any failure of the LSBID or the Contractor to perform their obligations thereunder. The Contractor agrees that no action against the LSBID 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.
2. The parties agree that any claims by or against the City arising under the Contract or related thereto shall be governed by the same venue provisions as those enumerated in Article 8.01 (see Appendix D) of the LSBID Contract with the City.

K. COMPLIANCE WITH LAWS

1. The Selected 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.
2. The LSBID is committed to diversity and equal employment opportunities among its Contractors, and encourages all firms, including firms that are MWBE certified, to submit proposals in response to this RFP.
3. The Selected Contractor shall hold harmless and indemnify the LSBID from any fines, penalties and expenses which the LSBID may suffer by reason of the breach or non-observance by the Contractor of its obligations under Section 4.D & E of this RFP.

L. PAYMENT SCHEDULE

1. 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.
2. The invoice shall include the full names of each person assigned to the contract, their hourly wage, the total hours worked during the invoice period, the hourly billable rate for each worker and the total billable cost of each worker for the invoice period.

M. BOOKS, RECORDS, AUDITS AND INSPECTIONS

1. The Selected 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.
2. 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.
3. All books and records of the Selected Contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by the LSBID and The Department of Small Business Services (DSBS) for purposes of verifying compliance with the terms of the Contract and with applicable laws.
4. The LSBID reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.
5. The Selected Contractor shall provide the LSBID with a Bi-Annual fiscal report indicating cash disbursements made by the Contractor relating to the operating expenses associated with the Contract.

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APPENDIX A - BILLING RATE SCHEDULE

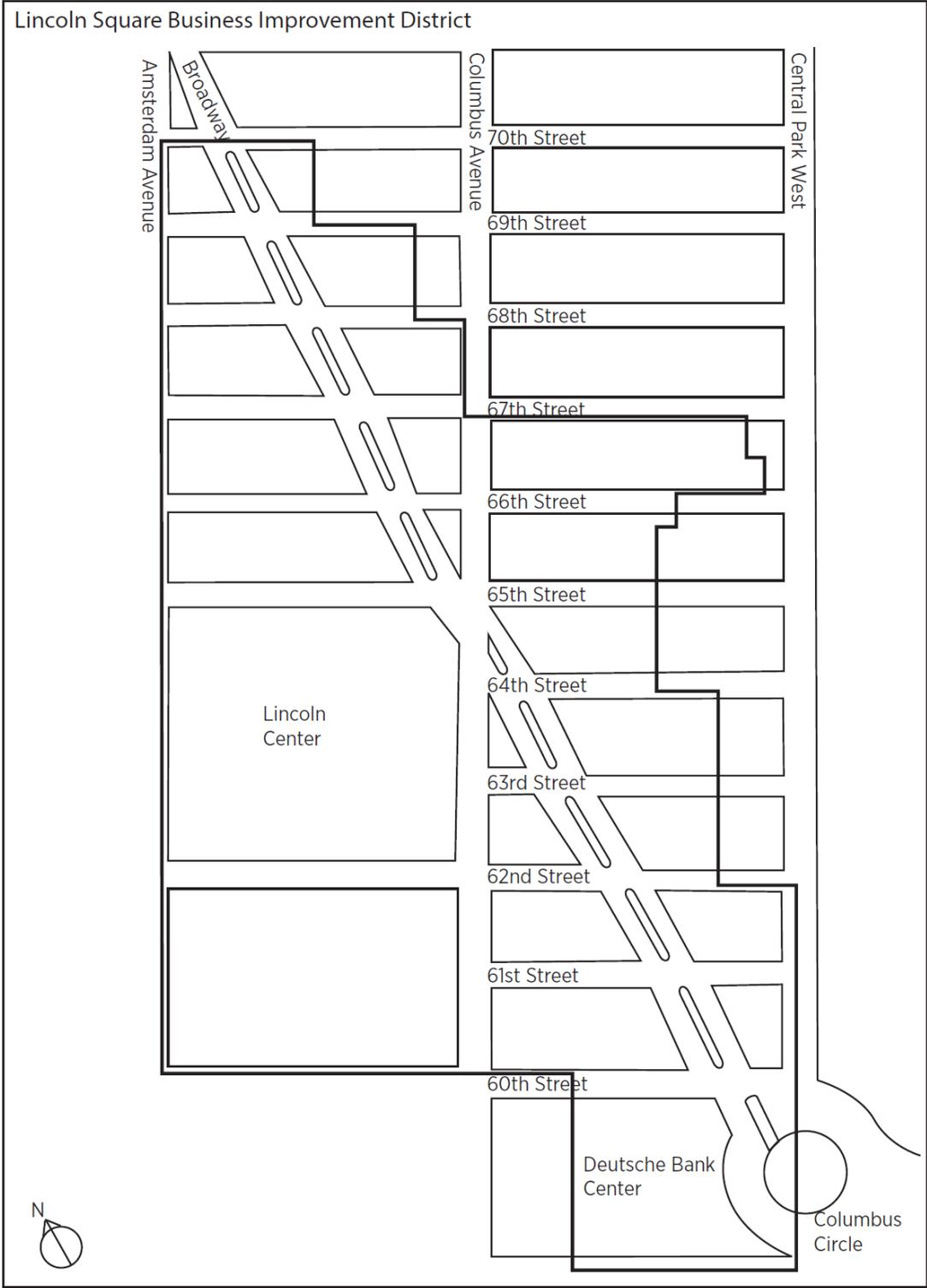
<i>CATEGORIES</i>	<i>CLEANER</i>	<i>SUPERVISOR</i>	<i>LEAD SUPERVISOR</i>
BASE PAY RATE/HOUR	\$15.50**	\$19.00**	\$21.00 **
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days			
Training			
Taxable Subtotal			
FICA (7.65%)			
State Unemployment Insurance*			
Federal Unemployment Insurance*			
Workers' Compensation*			
Disability Insurance*			
Fidelity Bond			
Non-Contributory Hospital, Medical, Life Insurance			
Uniforms, Maintenance & Replacement, Equipment			
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs			
BID Branded Trash Bags & Clear Recycling (2 MIL) & Big Belly Bags (2.5 MIL)			
Profit			
TOTAL STRAIGHT-TIME BILLING RATE			
TOTAL OT BILLING RATE			

* Insert Percentage

** Please include wage rates in \$0.25 increments from \$15.50 to \$25.00 (i.e., \$15.50, \$15.75, \$16.00, \$16.25, \$16.50, \$16.75, \$17.00, \$17.25, \$17.50, \$17.75, \$18.00, \$18.25, \$18.50, \$18.75, \$19.00, \$19.25, \$19.50, \$19.75, \$20.00, \$20.25, \$20.50, \$20.75, \$21.00, \$21.25, \$21.50, \$21.75, \$22.00, \$22.25, \$22.50, \$22.75, \$23.00, \$23.25, \$23.50, \$23.75, \$24.00, \$24.25, \$24.50, \$24.75 & \$25.00)

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APPENDIX B – DISTRICT MAP



APPENDIX C - ARTICLE 8.01 OF THE LSBID CONTRACT WITH THE CITY OF NEW YORK

Section 8.01 Governing Law; Venue

(a) This Contract shall be governed by and construed in accordance with the laws of the State of New York.

(b) The Parties agree that any and all claims asserted by or against the City arising under this Contract or related hereto shall be heard and determined either in the courts of the United States (“Federal Court(s)”) or in the courts of the State of New York (“New York State Court(s)”) located in the City and County of New York. To effect this agreement and intent, the DMA agrees, and shall require each subcontractor, contractor or Permittee of the DMA to agree as follows:

(1) If the City initiates any action against the DMA and/or any subcontractor, contractor or Permittee of the DMA in Federal Court or in New York State Court, service of process may be made on such party either in person, wherever such party may be found, or by registered mail addressed to the party at its address as set forth in this Contract, or to such other address as the party may have provided in writing to the City or the DMA, as the case may be.

(2) With respect to any action between the City and the DMA and/or any subcontractor, contractor or Permittee of the DMA in New York State Court, the DMA hereby expressly waives and relinquishes and shall cause each subcontractor, contractor or Permittee of the

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DMA to waive and relinquish any rights it might otherwise have (A) to move to dismiss on grounds of *forum non conveniens*, (B) to remove to Federal Court, and (C) to move for a change of venue to a New York State Court outside New York County.

(3) With respect to any action between the City and the DMA and/or any subcontractor, contractor or Permittee of the DMA in Federal Court located in New York City, the DMA expressly waives and relinquishes and shall cause each subcontractor, contractor or Permittee of the DMA to expressly waive and relinquish any right it might otherwise have to move to transfer the action to a Federal Court outside the City of New York.

(4) If the DMA and/or any subcontractor, contractor or Permittee of the DMA commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the DMA shall and shall cause each subcontractor, contractor or Permittee of the DMA to either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the DMA shall and shall cause each subcontractor, contractor or Permittee of the DMA to consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City.

(c) If any provision(s) of this section is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.