

MEATPACKING DISTRICT

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REQUEST FOR PROPOSAL

Meatpacking Business Improvement District

February 3, 2020

Sanitation and Graffiti Removal Services

Term of Service:
July 1, 2020 – June 30, 2022

Request for Proposals Sanitation Services
for the Meatpacking BID Issued:
February 2020

QUICK FACT SHEET

Summary of Services Needed	Supplemental sanitation and graffiti removal services within the Meatpacking District
Issue Date	February 3 rd , 2020
Questions Due	February 15 th , 2020
Responses to Questions Distributed	February 21 st , 2020
Proposals Due	February 29, 2020
Respondent Contact	Evan Sweet, Operations Manager evan@meatpacking-district.com Evan Sweet Meatpacking District Management Association 32 Gansevoort Street, 5 th Floor New York, NY, 10014
Selector of Contractor Announced	May 1, 2020: Contract awarded
Contract Commences	July 1 st , 2020
Term of Contract	2 Years
Option for Renewal	3 1-Year extensions

Request for Proposal

Supplemental Sanitation and Graffiti Removal Services

I. Overview

The Meatpacking District Management Association (MDMA or Meatpacking BID) seeks Proposals from independent Proposers to provide supplemental sanitation and graffiti removal services within the Meatpacking District.

I.1 Term:

The period of the contract is expected to be July 1, 2020 through June 30, 2022 with three additional one-year options to be renewed by the MDMA commencing on July 1, 2022. During the first 90-days of the contract, a trial period will be in effect and termination of the contract can occur by either partner at will.

I.2 RFP Schedule:

- February 1, 2020: RFP released
- February 15, 2020: Questions due to MDMA from applicant
- February 29, 2020: Proposal submission deadline
- March 2020: Select respondents scheduled for follow up interviews
- May 1, 2020: Contract awarded
- July 1, 2020: Contract commences

I.2 Format:

Proposals will only be accepted electronically. They should be formatted into one document and submitted to:

Jeffrey LeFrancois
Executive Director
Meatpacking District Management Association
Jeffrey@meatpacking-district.com.

Submitted proposals must include:

- Statement of qualifications of Proposer indicating its ability to perform the services as outlined in this RFP;
- A detailed response and description of services to be provided in response to specific items addressed in this RFP;
- 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;

- Written evidence that Proposers are New York City PASSPort-approved contractors. No contract may be awarded to a contractor who has not received PASSPort approval from the City of New York. Therefore, it is imperative that all Proposers submit completed PASSPort forms as part of the proposal;
- References – the names and locations of three (3) current, and to the extent possible, similar type clients/accounts with their respective contact persons;
- Representation by the Proposer by a 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 of the conditions and responsibilities set forth in this RFP.

I.4 Inquiries:

Proposers may direct questions regarding the RFP to:

Evan R. Sweet
Operations Manager
Meatpacking District
32 Gansevoort Street, Fifth Floor
New York, NY 10014
evan@meatpacking-district.com

NOTE In order to receive responses to questions all interested respondents must fill out the expression of interest form at the following link: <https://forms.gle/9TwwLvrvZTV6Uc1L9>

II. Introduction

II.1 Detailed Term:

Pursuant to the implementation of Proposed Services set forth in the District Plan, the MDMA is soliciting proposals for the provision of sanitation services (uniformed cleaners) to service the BID area and to perform sanitation-related services as set forth in this RFP. The BID district boundaries are outlined under the Definitions section of this RFP. The initial contract period shall be for a period commencing on July 1, 2020 and ending on June 30, 2022, with the option to extend through three one-year renewal terms beginning July 1, 2022 and ending on June 30, 2025. The BID reserves the right to alter the commencement date of the proposed agreement and to adjust the prices and other provisions of the proposed agreement on the pro-rata basis, and at its option, to alter the commencement and termination dates.

II.2 Good Standing:

Qualified 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.

II.3 Non-Discrimination:

All Proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, gender identity, or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state, and city laws and regulations, including executive orders issued relating thereto.

II.4 RFP Familiarity:

All Proposers must, prior to the submission of a response to this RFP, declare that they have visited the BID area, 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 BID area, its conditions, and the terms set forth herein.

II.5 Award:

The Meatpacking District may award the contract to the qualified Proposer whose proposal it determines to be the most advantageous for the District. The Meatpacking District reserves the right to award the contract to a Proposer other than the Proposer offering the lowest overall cost. It further reserves the right to award a contract on the basis of initial proposals received, without further discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals. The Meatpacking District reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each Proposer's qualifications, past experience, and current activities. Submission of a proposal shall constitute the Proposer's consent that the MDMA may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications.

II.6 Cancellation:

The Meatpacking District reserves the right to postpone or cancel this RFP and to reject all proposals.

II.7 Definitions:

II.7.a BID, Meatpacking District, or MDMA shall mean the Meatpacking BID, whose corporate name is Meatpacking District Management Association, Inc.

II.7.b BID District (see map below for precise coverage areas) The Meatpacking District Business Improvement District (the "BID") is located within the area generally known as the Meatpacking District, the northernmost part of the West Village, and the southernmost part of lower Chelsea in the Borough of Manhattan.

The BID District boundaries are:

- The north side of Horatio Street between 8th and 10th Avenues
- The west side of 8th Avenue from Horatio Street up to 17th Street

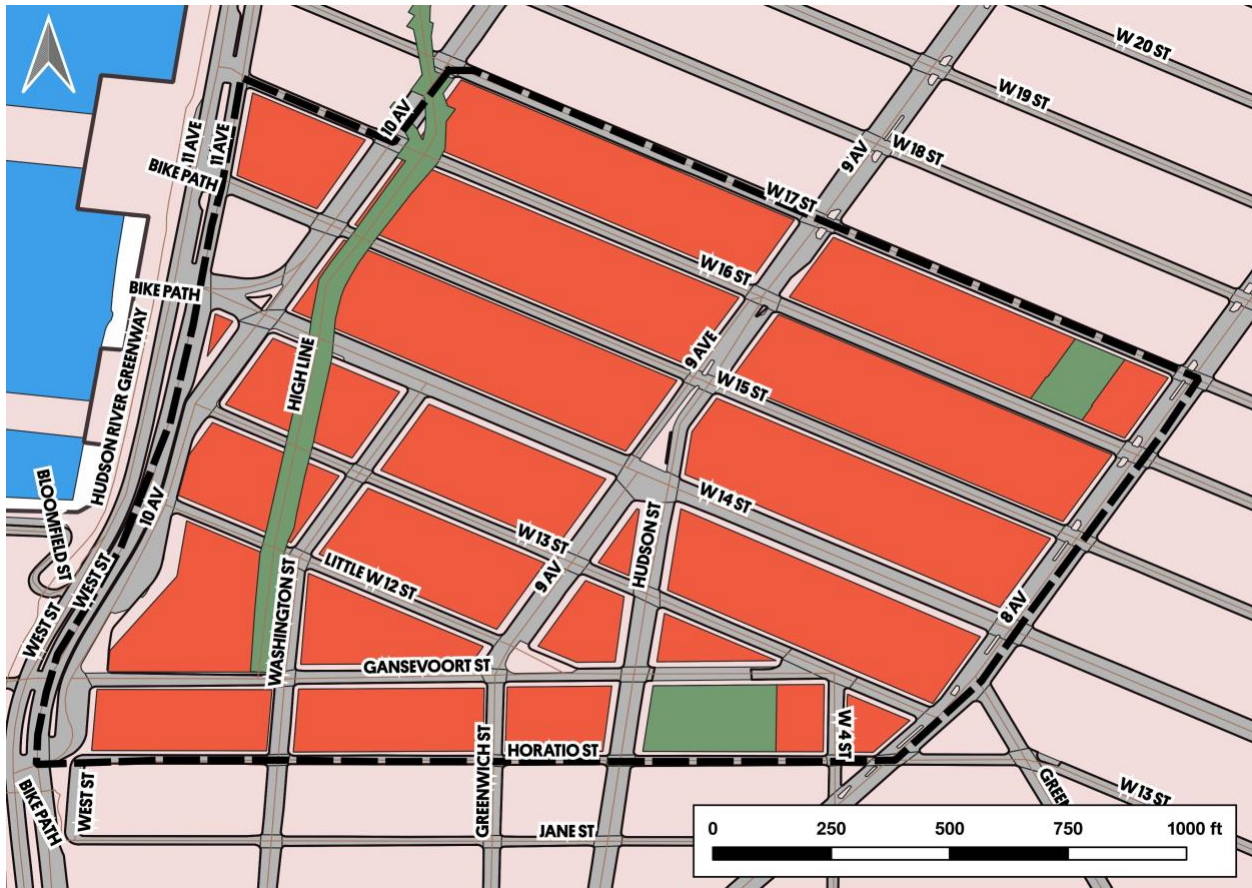
- The south side of 17th Street between 8th and 10th Avenues
- The south side of 16th Street between 10th and 11th Avenues
- The east side of 11th Avenue (thence West Street) between 16th Street and Horatio Street

II.7.c Sanitation Services refers to the actions and responsibilities that the Contractor is required to complete under Section III of this Agreement entitled “Scope of Services.”

II.7.d Graffiti shall mean any material or substance that is affixed to structures within the BID District without the consent of the structure’s owner. Such materials shall include, but are not limited to posters, flyers, handbills, stickers, ink marks and paint.

II.7.e Structures shall mean building facades, storefronts, security gates, newsstands, light poles, mailboxes, garbage cans, traffic equipment, including signal boxes and pedestrian indicators (“WALK/DON’T WALK” indicators), bike racks and corrals, fire hydrants, fire alarm boxes, parking meters and signs, tree grates, tree guards, sidewalks, streets, planters, street furniture, and any other permanently affixed item within the BID District. Structures also shall include walls, panels, and scaffolding surrounding construction sites.

Map of Meatpacking District



III. Scope of Services

III.1 Workforce and Deployment:

The Contractor shall provide a daily workforce of sufficient size to ensure that each and every block face within the BID District is serviced in the manner described below. The Contractor will be solely responsible for providing day-to-day supervision of the workforce servicing the BID District. This should include an on-site supervisor at all times during the designated work hours. The Contractor shall specify in writing to the BID how it will deploy its workforce within the District to ensure that each and every block face is serviced in accordance with the specifications of the proposal. The MDMA 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 at any point for the duration of the contract. The MDMA 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 contract period.

Current seasonal shifts are deployed as follows, seven (7) days per week:

- December – February: 8am-8pm
- March – May: 8am – 9pm
- June – September: 8am – 10pm

- October – November: 8am – 9pm

Additional and adjusted hours may be required during plaza activities and film shoots.

Based on the service area and previous services, the proposal should suggest the best number of workers per day. A supervisor or assistant supervisor should always be on site. Each worker will serve eight-hour shifts and the two daily shifts will be expected to overlap.

On the following holidays the contractor will provide an adjusted holiday workforce:

- New Years Day,
- Martin Luther King,
- Presidents Day,
- Memorial Day,
- 4th of July, and
- Labor Day.

On these days workers will receive holiday pay of time and a half. On Thanksgiving and Christmas Day no sanitation services will be necessary and all workers that are scheduled to work on those days will be paid the base rate.

III.2 Services:

- The Contractor shall perform daily sanitation services within the Meatpacking District. These will include:
 - sweeping of the sidewalks and gutters (18" from the curb) of each and every block face within the BID District within the hours described above;
 - bagging the litter, a minimum of twice per day, or more frequently if necessary, during the hours of service as outlined above;
 - removing all filled garbage bags from the trash receptacles belonging to the BID and the New York City Department of Sanitation and replacing them with new bags. The BID will have 108 custom cans. The BID currently estimates using approximately 50,000 bags. The contractor will be required to provide the garbage bags complete with the BID logo; and,
 - maintaining the BID trash receptacles: washing them, wiping them clean on a daily basis, cleaning them of graffiti. Power washing of the BID custom trash receptacles, including the sidewalk area around them, should be performed when the bi-weekly power washing occurs.
- The Contractor will be responsible for maintaining the Public Plazas in the district, which will include sweeping and cleaning the cobblestone surfaces, removing snow from and salting pedestrian right-of-way areas, cleaning and maintaining the moveable furniture,

benches, and umbrellas as well as securing, opening, and placing the furniture and umbrellas on a daily basis. Plaza furniture is broken down and locked each evening and reset up each morning. The plazas are open year-round; however, the schedule for placement of tables, chairs, and umbrellas is dependent on time of year and weather conditions.

- The public plazas are rented out numerous times a year. During those times, The Contractor will be expected to move furniture as instructed by the Meatpacking BID to other plazas or set it up in the manner that is requested by the entity renting the plaza. Additional sanitation support may be requested in advance by the BID for plaza events.
- The Contractor shall provide high-pressure power wash cleaning of all corners of the district, on a bi-weekly basis, as is seasonally appropriate (on-site water will not be provided by the BID). The schedule is subject to change as deemed necessary by the BID.
- The Contractor shall remove posters, stickers, and other debris off structures, including parking signs and traffic equipment, on a daily basis. The Contractor will supply employees with suitable equipment to remove the posters, stickers and other debris that will be carried at all times during working hours.
- The Contractor shall be responsible for graffiti removal services. The BID District's capital furniture, street, light, and sign poles, and other infrastructure deemed worthy of attention will be cleaned of graffiti at a minimum of once per week, as necessary. The Contractor shall remove graffiti by scraping, pressure washing, painting, scrubbing, chemical cleaning and/or other methods on exterior surfaces.
- The Contractor will be responsible for painting and/or cleaning tree pits guards, lamp posts, traffic signal boxes, mailboxes, fire alarm boxes, parking sign poles, transit vents, fire hydrants, and pedestrian indicators within the BID District. The Contractor also will be responsible for ensuring that the paint condition of such items remains of a high quality throughout the Contract. The BID shall specify the type of paint to be used. The Contractor will be responsible for purchasing the paint and painting equipment required.
- The Contractor shall maintain the appearance of sidewalk landscaping including cleaning and painting tree guards, grates, and planters and keeping the tree pits and standing planters free of litter and debris on a regular basis. Change in conditions of the plazas and streetscapes are to be reported to relevant BID staff.
- The Contractor will be responsible for removing, at the direction of the BID, illegal signs, and derelict bicycles chained to street furniture within the BID District.
- The Contractor will be responsible for removing large puddles of standing water and water from cross walks that are found within the BID District.
- The Contractor, in the event of snow, shall clear snow from the public plazas, prioritizing

pedestrian rights-of-way.

- The Contractor, in the event of snow, shall clear the snow from the catch basins, fire hydrants, and pedestrian crossings at street intersections (curb cuts) and bus stops within the BID District. In addition, the Contractor will spread an environmentally- and pet-friendly snow melting agent provided by the Contractor where and when needed.
- The contractor shall be responsible for conducting pest control services within the Meatpacking District with support from the Meatpacking District Management Association and other subcontractors as applicable.
- The Contractor will be permitted to use the storage and locker facilities secured by the BID at 111 Eighth Avenue.
- The Contractor will provide an on-site, full-time working Supervisor whose duties, in addition to cleaning, will include utilizing timecards and a time clock supplied by the contractor and located in the staging location to verify and document worker attendance.

III.3 Equipment and Uniforms

The Contractor shall provide appropriate uniforms and accessory apparel for each worker, including rain gear, winter garments, and headgear. All uniforms and apparel must be approved by the BID, and must include the Meatpacking BID logo, copy and colors to be determined by the MDMA. The Contractor shall ensure that such uniforms are regularly cleaned and maintained to high standards. As needed the contractor will arrange the purchase of additional apparel and pass through those costs to the MDMA. The MDMA will furnish the contractor with digital logo file and support the purchase of specialty uniform items (such as winter coats). All cleaners assigned to the MDMA are expected to maintain a neat and clean appearance, with shirts tucked in and uniforms kept clean.

The Contractor shall supply and maintain the following: wheel-mounted trashcans with a large MDMA logo; heavy duty brooms; pans and shovels, as required; garbage can liners with the MDMA logo; and other required materials. The proposer should include a list of any special equipment available to meet the needs of the District, such as steam cleaning, power washing equipment, paint, etc. All equipment provided by the Contractor must receive the written approval by the BID. Worn or damaged equipment will be replaced as soon as possible.

The MDMA shall provide trash receptacle cans for the program. The Contractor shall provide, store and maintain, a supply of quality BID logo trash bags.

The Contractor must have the ability to remove or schedule the removal large pieces of debris or garbage from the BID District within four (4) hours' notice by the BID.

The Contractor will supply the working supervisor with a working phone and will require all cleaners to have a means of contact with the supervisor through the use of two-way portable

radios, or cell phones and make certain that all equipment is maintained in good working order.

Additional sanitation services, including but not limited to recycling and/or composting may be implemented during the duration of this contract.

III.4 Operations 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 BID representatives to develop a detailed sanitation and graffiti abatement program, to include, without limitation, the following:

- Development of a customized job manual and work rules for the training and supervision of the uniformed sanitation workers to be employed, including general duties and duties specific to particular zones and tasks;
- Development of site-specific training designed to familiarize the sanitation workers with general information on the area and directions for visitors, location of police precincts, transit facilities, major public facilities within the BID area and similar area-specific knowledge;
- The Contractor will propose a site-specific and job-specific reporting procedure, to be approved by the MDMA, 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 MDMA.

The Contractor shall meet at least monthly with relevant BID staff at a mutually agreed upon time, or on a more frequent basis, if so, requested by either party. At all times when the Contractor is providing sanitation services as set forth in this RFP, Contractor shall provide the services of a sanitation supervisor. Such supervisor shall be a uniformed working supervisor and shall assist in the patrol of the area. All working supervisors must be accessible to the BID staff via cell phone or two-way radio during hours of operation.

The Contractor shall respond in writing to the MDMA to any complaints regarding the services and shall make its best efforts to alleviate such complaints.

The Contractor and all of its employees are prohibited from accepting any gifts from merchants or residents.

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

IV Contract Specifications

IV.1 Term:

The period of service shall be July 1, 2020 through June 30, 2022 with three additional one-year options to renew by the MDMA contingent on the passage of each annual budget of the MDMA.

There will be a 90-day no fault trial period from the start of the contract with the ability to cancel by the BID or the Contractor.

IV.2 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.

IV.3 Changes in the Scope of Services:

The MDMA reserves the right to make changes in the general scope of work. Any such changes shall be directed in writing. If the MDMA directs any changes with regard to the scope of services covered by this contract, 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.

IV.4 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 DMA, 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 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.

IV.5 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.

IV.6 Insurance:

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 Meatpacking District BID (hereinafter referred to as "Meatpacking BID").

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 or 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 the Meatpacking District BID, the BID's agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Meatpacking BID 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 Meatpacking BID, the City of New York, the Dept. of Transportation, Dept. of Small Business Services and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2026 or broader. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, insurance policy shall provide coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

- (D) Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. Policy shall include Meatpacking BID 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 coverage's noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Meatpacking BID 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 Meatpacking BID, the City of New York, SBS, and DOT.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A1- 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 Meatpacking BID shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Meatpacking BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon request, shall provide Meatpacking BID 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 certified mail to:

Jeffrey LeFrancois,
Executive Director
MDMA
32 Gansevoort Street, Fifth Floor
New York, NY 10014
jeffrey@meatpacking-district.com

- (H) INDEMNIFICATION/HOLD HARMLESS

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Meatpacking BID, 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.

IV.7 Permits:

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

IV.8 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 contract, 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 MDMA or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the MDMA or the City or any of its officers, agents, or employees pursuant to this contract, but shall be deemed to be independent Contractors performing services for the MDMA 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 contract.

IV.9 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 contract, without the written consent of the Executive Director of the MDMA.

IV.10 Claims or Actions:

The Contractor shall look solely to the funds appropriated by the MDMA for this contract for the satisfaction of any claim or cause of action the Contractor may have against the MDMA in connection with this contract or the failures of the MDMA to perform any of its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the MDMA or the Contractor shall have any personal liability in connection with this contract or any failure of the MDMA or the Contractor to perform its obligations hereunder. The Contractor agrees that no action against the MDMA in connection with this contract shall lie or be maintained unless such action is commenced within six months after the cause for said action allegedly occurred.

IV.11 Termination and Cancellation:

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

IV.12 No Waiver:

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

IV.13 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 MDMA from any fines, penalties, and expenses, which the MDMA may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

IV.14 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 Executive Director of the MDMA 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.

IV.15 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 contract. 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 contract and applicable process of law.

IV.16 Price and Payment:

The price for the services set forth herein shall be confirmed, fixed monthly price and not subject to change except as specifically provided herein. The prices quoted in response to this RFP shall be for the first term of service, July 1, 2020 – June 30, 2022 but not inclusive of the potential one-year extensions [Dates].

The MDMA 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 MDMA exercises this right.

Payments shall be made on a monthly basis, provided that the invoices are submitted in a proper and timely manner.

IV.17 Hourly and Annual Pricing

The hourly wage for a worker assigned to the Meatpacking BID under this contract is expected to comply with New York State Minimum Wage laws of \$15.00 per hour, and the average wage for a worker is expected to be the New York County living wage. Please refer to Appendix A, B, & C, which requires information to be completed based on varying incremental wage rates. Proposers should complete the information for ALL wage rates requested. Proposers should also provide a **total annual estimate** for the program, based on the program requirements and parameters outlined in this RFP, using the anticipated wages stated above.

Please provide annual pricing for the first term of the contract as applicable, as well as subsequent years if the renewal period were to be awarded, if different from the first term.

APPENDIX A - BILLING RATE SCHEDULE FOR CLEANER

BASE PAY RATE/HOUR	\$15.00	\$15.50	\$16.50	\$17.50	\$18.50
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, Maintenance, trash bags, & Replacement, Equipment					
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

BASE PAY RATE/HOUR	\$20.00	\$20.50	\$22.00	\$23.00	\$24.00
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days					
Training					
Taxable Subtotal					
FICA (7.65%)					
State Unemployment Insurance*					
Federal Unemployment Insurance*					
Workers' Compensation*					
Disability Insurance*					
Health & Other Benefits					
Uniforms, Maintenance, trash bags & Replacement, Equipment					
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 C - BILLING RATE SCHEDULE FOR SUPERVISOR

BASE PAY RATE/HOUR	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Training					
Taxable Subtotal					
FICA (7.65%)					
State Unemployment Insurance*					
Federal Unemployment Insurance*					
Workers' Compensation*					
Disability Insurance*					
Health & Other Benefits					
Uniforms, Maintenance, trash bags, & Replacement, Equipment					
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