

MEATPACKING DISTRICT

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REQUEST FOR PROPOSAL

Meatpacking Business Improvement District

February 3, 2020

Public Engagement and Safety Services

Term of Service:

July 1, 2020 – June 30, 2022

Request for Proposals Public Engagement & Safety Services
for the Meatpacking BID Issued:
February 2020

QUICK FACT SHEET

Summary of Services Needed	Supplemental public engagement, safety, and pedestrian flagging 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

Public Engagement & Safety Services

I. Overview

The Meatpacking District Management Association (MDMA or Meatpacking BID) seeks Proposals from independent Proposers to provide public engagement and safety 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 Schedule:

- February 1, 2020: RFP released
- February 15, 2020: Questions due to MDMA from applicants
- 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.3 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

I.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 landscaping services (landscapers) to service the BID area and to perform landscaping-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.

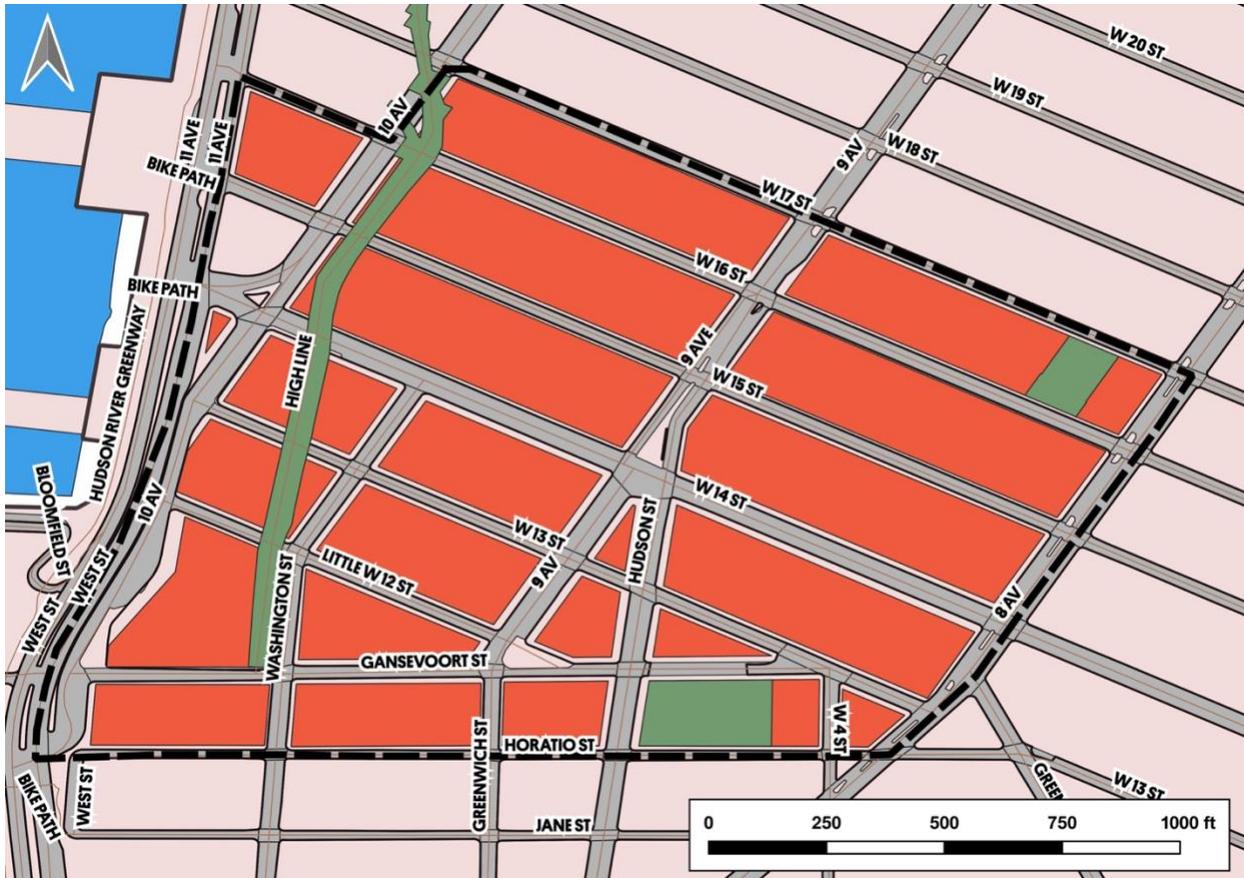
II.7.b BID District (see map below for precise coverage areas) The Meatpacking District Business Improvement District (the "BID") is located within the area generally known as the Meatpacking District, the northernmost part of the West Village, and the southernmost part of lower Chelsea in the Borough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

Map of District



II.7.c Public Engagement and Safety Services refers to the actions and responsibilities that the Contractor is required to complete under this Agreement as identified in the “Scope of Services” section.

III. Scope of Services

Nightlife in the Meatpacking District is varied and unique in its nature. The neighborhood has numerous types of establishments ranging from restaurants and bars, hotels to clubs/lounges to music venues. The biggest challenges to quality of life and public safety overall come from the layered makeup of the neighborhood. Tourists and New Yorkers fill the neighborhood at night, making it busier at night than during the day. Cars for hire idle waiting for passengers; visitors

stumble into the calm-looking cobble stoned streets; food carts crop up and impede sidewalks. With new public plaza spaces additional concerns are raised and ensuring the public has a positive experience in these spaces while enforcing City rules is a critical need for the District.

III.1 Service Area

The Contractor shall organize systematic patrols of the Meatpacking BID area, with emphasis on maintaining a presence on main corridors where the focus of patrolling and vehicular traffic enforcement should take place. These areas include:

- Ninth Avenue from Gansevoort to West 14th Street
- Gansevoort Street from Hudson Street to Washington Street
- Washington Street from Gansevoort to West 14th Street
- Ninth Avenue from Gansevoort Street to West 17th Street
- Tenth Avenue from West 15th to West 17th Street
- West 17th Street between Ninth and Tenth Avenues
- Eighth Avenue from 13th Street to West 17th Street
- Hudson Street from 15th Street to Gansevoort Street

III.2 Staffing

The Contractor shall staff public engagement and pedestrian safety officers as appropriate in order to provide a presence that is comforting and supportive of the public health, safety, and welfare of the district. Including by providing a clear presence within the district in order to suppress or prevent inappropriate behavior from happening before it takes place. Monitoring pedestrian activity on the public plazas and mitigating unnecessary and excessive noise must also be a focus. Additionally, helping to keep a safe flow of pedestrians and traffic in the neighborhood is important.

The Contractor shall provide uniformed and trained employees who shall perform routine patrol and engagement duties. Employees must have the following qualifications:

- The capability for understanding, communicating, and applying written and verbal orders, rules, and regulations, in English;
- Ability to write clear and concise reports;
- The Contractor shall ensure that each of its employees meets the education, experience, skills, health, training, special requirements, and security prerequisites, including being free of a criminal record;
- Employees must have integrity, and be respectful, attentive, and trustworthy in the performance of their duties;
- All personnel engaged in pedestrian safety activities such as flagging at intersections must have completed ATSSA equivalent flagger training and be certified as a flagger by the New York State Department of Transportation. Copies of licenses and certifications of each Pedestrian Safety Officer assigned shall be supplied to the designated BID

Representative; and,

- During any shift at least half of all personnel on duty must be licensed in the State of New York to perform duties as Security Officers. Services shall be performed by qualified employees in the strictest conformity with the practices and standards prescribed by the BID. All licensed security personnel must be bonded and copies of licenses and certifications of each Security Officer assigned shall be supplied to the designated BID Representative.

The Board of Directors, the BID's Executive Director or Director of Operations, or their designated representatives, may reject any personnel provided by the contractor at any time. The contractor shall assume complete responsibility for ensuring that performance by its employees meets the needs and standards established by the Meatpacking District.

III.2 Uniformed Patrol

The district shall be patrolled at least two days per week on Saturday and Sunday at designated times ranging from 12pm-8pm, in an 8-hour shift, as well as on three (3) nights per week on Thursday, Friday, and Saturday at designated times ranging from 8pm-5am, in an 8-hour shift. If the BID deems it necessary additional security patrols may be requested by the BID for an additional fee, based on the rates set out within the proposal.

III.3. Patrol Duties:

III.3.a Public Engagement

During regular patrols the Contractor shall perform a range of public engagement and safety services, including:

- Provide a visible presence at all work times;
- Provide assistance to pedestrians who have questions, such as help with directions, or who may be impaired and incapable of getting home safely;
- Provide vehicular traffic flagging agents at intersections based on immediate demand including (but not limited to):
 - 13th Street and Ninth Ave
 - 14th Street and Ninth Ave
 - 15th Street and Ninth Ave
 - 16th Street and Ninth Ave
 - Little West 12th Street and Washington
- Politely inform pedestrians and public of applicable rules for plaza use and conduct;
- Politely intervene in potentially unsafe activities (e.g. intoxicated visitors climbing on umbrellas, or granite bollards, open container, loud music);
- As necessary, engage with drivers and taxis to prevent illegal cuing and idling, honking, and aide in alleviating traffic;
- Address unnecessary and excessive noise from street crowds;

- Discourage street loitering or blocking vehicular traffic;
- Communicate directly with 911 in the event of an emergency to ensure emergency services are provided in a prompt manner;
- Support emergency services as requested, such as providing crowd control; and,
- Tactfully deal with the general public and BID representatives;

III.3.b Reporting & Administration

In addition to public engagement and safety services the Contractor shall perform the following on patrol:

- Report on status of capital infrastructure in terms of its appearance and condition;
- Conduct weekly light report of building davit and streetlights;
- Report nightly to the BID Representative dangerous conditions in the street and on capital infrastructure in the district;
- Maintain a digital logbook in which all public engagement and traffic officers will utilize to keep a record of all activity, observations, and public engagements. Specifically, the following shall be required as part of the digital logbook and record keeping:
 - A geographic record (latitude & longitude) of the location of any recorded incidents;
 - All interactions and engagements during each shift, developed with the Contractor and relevant BID staff, including interactions with the public, police, FDNY, EMS and other agencies, as well as street observations, unsafe conditions, and illegal activity (whether or not police are involved).
 - Sign in and sign out times for each shift;
 - The certification of log records by supervisor assigned to contract.

III.4 Equipment and Uniforms

All guards must be completely outfitted by Contractor with uniforms and equipment (flashlights, traffic flags, communication devices, etc.) necessary to perform their duties, which must be approved by the BID.

Contractor shall provide management; training; supervision; manpower; uniforms; badges; communication equipment capable of communicating with designated representatives of the MDMA, EMS, NYPD, FDNY and any other parties as required (two-way radio preferred); equipment, including time clocks and cards; and supplies in order to provide the required protection services demanded, and replacement or substitute equipment and manpower to maintain services at all times.

All workers assigned to the district are expected to maintain a neat and clean appearance with proper uniform attire as prescribed by the BID. In order to achieve that goal, the contractor must

supply a sufficient number of complete seasonal uniforms approved by the BID for each worker. Personnel employed by the contractor shall wear the aforementioned uniforms, which shall include the MDMA logo, as well as identify their role as public safety agents, at all times that they are on duty. The MDMA will provide digital design files of the MDMA logo. 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 garments over any part of their uniforms.

III.5 Administration and Evaluation

At all times a supervisor will be available to verify and document worker attendance. Supervisors will also be responsible for identifying areas of the district that require particular attention and recording specific data as requested by the BID.

Proposers should submit a sample report or copy of the form that would be used to provide the required information. Based on the nightly reports of actual hours worked, the BID reserves the right to make deductions from the monthly bill or to require that missed hours be made up in the future month.

IV. Contract Specifications

IV.1 Changes in Scope Of Services And Personnel:

The BID reserves the right to make reasonable changes in the general scope of the work and in personnel, including shifting work schedules to accommodate holiday staffing needs and changing routes to coordinate with City services. Any such changes will be directed in writing. If the BID directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

IV.2 Term:

Upon execution of the contract, a three-month trial period will commence in which each party will have the right to terminate the contract. During that time, the BID and vendor will adjust the contract as necessary and shall be for a period of 2 years with the option of three one-year extensions. The laws of the State of New York shall control the terms of the contract.

IV.3 Billing:

The proposal must include bill rates for guards and a supervisor. The applicant should propose a number of guards that are appropriate to fulfill the scope of services in a given shift. Invoices shall be submitted once per month and payment will be made within 30 days of receipt.

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 MDMA, 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:

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.

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.

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:

- Contractual liability
- Independent contractors
- Gravity related injuries
- Injuries sustained by employee of an insured or any insured
- 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.

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.

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.

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

IV.7 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 the 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 and email to:

Jeffrey LeFrancois
Executive Director
Meatpacking Area BID
32 Gansevoort Street, Fifth Floor
New York, NY 10014

IV.8 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. 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.9 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 DMA 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.10 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.11 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 DMA 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.12 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.13 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.14 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.15 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.16 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 relevant to the contract 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.17 Payment:

Payments will be made within 30 days of receipt of invoice.