



Village Alliance
District Management Association, Inc.

REQUEST FOR PROPOSALS

Sanitation Services

January 1, 2023 - December 31, 2025
(with Options to Renew)

I. INTRODUCTION

The Village Alliance District Management Association, Inc. (hereafter the Alliance), which operates the Village Alliance Business Improvement District (a private, not-for-profit 501(c)3 corporation), is soliciting proposals from New York City (hereafter the City) VENDEX-approved Contractors for the provision of supplemental sanitation services, including street sweeping, graffiti removal, painting, pressure washing, debris removal and other area maintenance. Proposers are invited to submit proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP). A site inspection is required of each proposer prior to submission of proposal.

II. PROPOSAL SUBMISSION PROCESS

One electronic file (PDF) proposal must include the following items:

- 1) Completed Billing Rate Schedule (page 12);
- 2) Completed Itemized Equipment Schedule (page 13);
- 3) Total Fee Proposal, Billing Rate and Equipment Schedules
- 4) Proposed Staffing Schedule Based on Coverage Requirements;
- 5) Proposed “One-Off” Projects and Pricing Schedule;
- 6) Three Business References; and
- 7) PASSPort (formerly VENDEX) Status

Responses to this RFP must be received by the Alliance no later than the close of business (5:00 PM) on Monday, October 24, 2022, addressed to:

Terri Howell, Director of Operations at terri@greenwichvillage.nyc and Scott Hobbs, Executive Director at scott@greenwichvillage.nyc

The Alliance reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each proposer’s qualifications, past performance and current activities. Submission of a proposal shall constitute the proposer’s consent that the Alliance may make any inquiry deemed appropriate to evaluate the proposer’s qualifications. New York City PASSPort (formerly VENDEX) approval is required prior to awarding the contract.

The schedule is as follows:

September 21, 2022	Request for Proposals Issued
October 3, 2022	Questions submitted via email to terri@greenwichvillage.nyc
October 24, 2022	Proposals due to Village Alliance
November 29, 2022	Contractor Selected
January 1, 2023	Contract Commences

III. SELECTION PROCESS

The Alliance will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The Alliance may request such additional material as it deems necessary to make an informed decision in the best interest of the Alliance. The Alliance will award the contract to the qualified proposer whose proposal it determines to be most advantageous to the Alliance. The Alliance

reserves the right to award the contract to other than the proposer offering the lowest overall cost and the right to award the contract based on the initial submission without further discussion. The Alliance further reserves the right to reject all proposals, to postpone and/or cancel this RFP. The Alliance shall not pay any costs incurred by any proposer in responding to this RFP. The review or selection of a proposal will create no legal submission or equitable rights in favor of a proposer, including without limitation, rights of enforcement or reimbursement. Failure by the Alliance 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 Alliance or any of its members, officers, employees, agents, consultants, or other proposers or successors. Submission of a proposal by a proposer shall constitute a waiver by such proposer of any claim or cause of action against any of the aforementioned for any costs incurred or for any matters arising in connection with the Alliance's review of the proposal.

IV. SCOPE OF WORK

The daily workforce shall consist of an adequate number of supervisory and cleaning personnel to perform the requirements of the contract.

A. Coverage Requirements

The district is serviced seven days per week, with an emphasis on periods of peak pedestrian traffic. Presently, the Alliance maintains one 9-hour shift, 8:00 to 5:00 PM from November through April, and two (2) 9-hour shifts, 7:00 AM to 4:00 PM and 11:00 to 8:00 PM, from May through October. Sunday coverage may be reduced. The team is responsible for cleaning focus areas in the district determined by the Alliance and the Contractor. The Alliance currently provides approximately 21,900 sanitation hours per year, including supervisory coverage. The Alliance reserves the right to revise, alter or eliminate shifts.

On every day of the year the Proposer will need to provide sanitation services within the Alliance District, including the following holidays on a reduced schedule:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Easter
- Labor Day

B. Services

The Contractor shall sweep the sidewalks and gutters (up to 18" out from the curb) and bag the litter as necessary to keep the sidewalks and curbs in the district clean. The Contractor shall cover the entire district daily maintaining standards acceptable to the Alliance.

The Contractor will remove filled trash bags from corner receptacles and replace them with new liners. Bagged litter shall be transferred to corners/locations designated by the Alliance in consultation with the New York City Department of Sanitation.

The Contractor shall remove graffiti one day or night every other week on exterior surfaces of building facades, public structures, street furniture, common area walls and security gates by pressure washing,

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 on private property, with consent of the building owner. Village Alliance may direct the scope/location of such services in writing. Missing a scheduled graffiti removal day without rescheduling within one week during the same month will result in a credit to the Alliance.

The Contractor shall maintain the trash receptacles within the area of the Alliance, wiping them down and removing graffiti and stickers daily. The Contractor shall wash the entire trash receptacle and surrounding area on a weekly basis.

The Contractor will be responsible for scraping posters and stickers off street furniture, light poles and building surfaces daily. The Contractor will be responsible for painting all street furniture including but not limited to: lamp posts, traffic signal boxes, mail boxes, fire alarm boxes, parking sign poles, transit vents, fire hydrants, and pedestrian indicators within the Alliance district twice a year and touch up painting on a weekly basis. The Contractor must have all approved paint colors in stock.

The Contractor will supply employees with suitable scrapers and environmentally responsible solvents. The Contractor will be responsible for any and all other cleaning and maintenance projects that may be required by the Alliance. In addition, the Contractor will be responsible for lining up and removing graffiti and stickers daily from news boxes.

The Contractor will pressure wash under and around all trash receptacles, unchained news boxes, high traffic corners, including bagged garbage holding areas on a bi-weekly basis during warm weather months.

The Contractor will pay special attention to public plazas (Ruth Wittenberg Triangle, Astor Place), including the removal of trash and debris from all planters and benches, setting up and breaking down furniture, rinsing food debris and watering plant beds (Astor Place South Plaza only).

The Contractor will clean/remove painted graffiti from any public art pieces, including the Tony Rosenthal sculpture "Alamo," within 48 hours and in accordance with Village Alliance protocols.

The Contractor will be responsible for removing or eliminating large puddles of still water that are found within the District in a timely manner. In the event of snow, the Contractor shall remove snow from the catch basins, bus stops, crosswalks, intersections and fire hydrants in the district. In addition, they will lay down an environmentally and pet friendly snow melting agent by spreader provided by the Contractor where needed in a timely manner. Salt is not to be used as a melting agent.

C. Operational Requirements

The Board of Directors, Alliance's Executive Director, 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 Alliance.

The Contractor will ensure that the supervisor and all cleaners are able to verbally communicate with each other and with the Alliance staff in person and by use of cell phones. (See section "D" below)

D. Equipment and Uniforms

The Contractor shall supply all equipment needed to provide the cleaning service described herein, including brooms, wheel-mounted trash cans with approved Alliance logo, rags, solvents, trash can liners, compactor liners etc. The Contractor will supply pricing and specifications for all materials and equipment on the attached Itemized Equipment Schedule. All equipment used by cleaners is expected to be clean in appearance and in good working order. If any form of mechanized cleaning operations, including power washers, street sweepers, scrubbers or “Green Machines” is included in the proposal, the Contractor must detail the added overall value in terms of increased productivity per dollar amount as well as its impact on manpower allocation.

All cleaners assigned to the district are expected to maintain a neat and clean appearance with proper uniform attire as proscribed by the Alliance. In order to achieve that goal the Contractor must supply a sufficient number of complete seasonal uniforms approved by the Alliance for each worker, including matching gloves and caps, approved by the Alliance and bearing the logo of the Alliance. Personnel employed by the Contractor shall wear the aforementioned uniforms at all times that they are on duty. 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.

The working supervisor shall be equipped with a cell phone with camera provided by the Contractor, and every cleaner must have a way to be in contact with the supervisor. All equipment must be maintained in good working order by the Contractor and its employees.

E. Target Area

The area of coverage is outlined on the attached map (Exhibit A) and includes the properties on both sides of 8th Street from the eastern corners of Sixth Avenue to the western corners of Second Avenue, the properties on both sides of Sixth Avenue from the northern corners of West 4th Street to the southern corners of West 13th Street (east side) and West 12th Street (west side), the properties on both sides of University Place between the northern corners of Washington Mews and southern corners of East 13th Street, the properties on both sides of Broadway between the northern corners of Astor Place and the southern corners of East 10th Street, the properties on Lafayette Street between the northern corners of Astor Place and the southern corners of East 9th Street (east side) and East 10th Street (west side), the properties on both sides of Astor Place, and twenty-five (25) feet into all intersecting streets. The Alliance District also encompasses the streets and sidewalks in front of 2 Fifth Avenue, including its frontage along Washington Square Park North, as well as all properties on the south side of East 9th Street between Fifth and Third Avenues.

F. Administration and Evaluation

At all times the Contractor will provide an on-site, full-time working supervisor whose duties, in addition to cleaning, will include utilizing timecards and a timeclock supplied by the Contractor and located in the Alliance field location to verify and document worker attendance. Supervisors will also be responsible for 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 Alliance. The supervisor must be able to communicate without delay by cell phone with the cleaners to dispatch them to any problem areas.

On an annual basis, the Contractor will report the number of litter bags collected and a checklist of problem areas, including illegal dumping, unsanitary conditions and irregularities in sanitation pickups.

The supervisor will report to the Director of Operations activity for the week, including painting street furniture, and recommendations, if any, for changes in schedules, routes, etc.

The Contractor will submit to the Alliance copies of all cleaners' timecards monthly, and invoice will not be paid until timecards are received. Based on the reports of actual hours worked, the Alliance reserves the right to make deductions from the monthly bill or to require that missed hours be made up in the future months.

The Contractor shall respond in writing to the Alliance to any complaints from members of the Alliance regarding the services and shall use its best efforts to alleviate such complaints.

The Alliance must have a way to communicate immediately with the Contractor and/or cleaners when the primary supervisor is not on duty. This may take the form of a second supervisory shift, or direct communication with Contractor staff "on call."

V. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

A. The Alliance 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.

B. Any such changes will be directed in writing. If the Alliance directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

VI. TERM

The contract shall be for a period of three (3) years, to commence upon signing, with two (2) one (1) year options to be exercised by the Alliance 60 days prior to contract expiration.

VII. FIRM PRICE AND TAXES

A. Unless specifically provided elsewhere in the contract, the price agreed upon by the Contractor and the Alliance for the stated services shall be the confirmed price delivered in writing and will not be subject to change.

B The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the Contractor. The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, or other compensation paid to employees engaged upon or in connection with the work to be performed.

C. The proposer should submit a billing schedule that reflects various bill rates based on the different wage scales of individuals who could be assigned to the Contract, with no worker making less than New York State minimum wage. Please indicate in your submission what outside factors, if any, determine your pay rates. (i.e.: length of employment, collective bargaining agreements etc. Included in the submission should be a breakdown of the Contractor's benefits package, including vacation, sick time and health benefits provided to workers. All workers assigned to the Alliance Contract must be offered the option to receive health benefits that include preventative care, prescription and major medical coverage.

The attached Billing Rate Schedule (Exhibit B) should be modified to reflect various bill rates for persons that may be assigned to the Contract.

D. The proposer should submit an Itemized Equipment Schedule that includes unit costs and quantities for all supplies and equipment. The attached Itemized Equipment Schedule (Exhibit C) should be modified to include other necessary or proposed supplies or equipment

E. The proposer should submit pricing for additional services on an hourly basis, including but not limited to: power washing, water truck services and any other commonly requested “one-off” services.

VIII. ASSIGNMENT

A. The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and 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 Alliance.

B. The Alliance may assign its rights under the Contract to the City.

IX. SUBCONTRACTING

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

X. INDEMNIFICATION

The Contractor agrees to indemnify and hold the City of New York, the New York City Departments of Small Business Services, Transportation and Parks & Recreation, the Alliance and 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, Sub Contractors, or permittees in connection with the contract. The Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death that may occur to said employees due to the negligence, fault, or default of the Contractor. The Contractor shall also require such indemnification from its Contractors, Sub Contractors, and permittees.

XI. WARRANTIES AND COVENANTS

A. The Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice. The Contractor further warrants that such services shall comply with all requirements of federal, state, and local laws and regulations including, without limitation, the Occupational Safety and Health Act of 1970.

B. The Contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the District. In addition, the Contractor agrees to provide only workers who are legally authorized to work inside the United States.

XII. PERMITS

- A. The Contractor shall be responsible for obtaining permits, if required by the City, for any work to be performed.
- B. The Alliance shall be provided with a copy of any permits prior to commencing work under the contract.

XIII. INSURANCE

- A. Throughout the term of the contract, the Contractor shall maintain and shall cause all its Sub Contractors and permittees to maintain in effect Broad Form Comprehensive General Liability Insurance in amounts no less than \$5,000,000 for each occurrence involving injury and/or property damage. The Contractor shall maintain and shall cause all its Sub Contractors 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 Alliance, the City and the New York City Departments of Small Business Services and Transportation and 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 Sub Contractors and permittees.
- B. During the performance of the work covered by this agreement, the Contractor shall maintain and shall require any Sub Contractors to maintain Worker's Compensation with employer's liability of no less than \$500,000 per accident, covering all aspects of its performance under the contract.
- C. All insurance policies entered into by the Contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until the Alliance has had 30 days written notice of such change or cancellation.
- D. The Contractor shall procure and deliver to the Alliance, the City and the New York City Departments of Small Business Services and Transportation certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.
- E. 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 requested.

XIV. INDEPENDENT CONTRACTOR AND LICENSEE

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

XV. TERMINATION AND CANCELLATION

A. The contract is subject to cancellation by either party for cause (i.e. material failure to perform) upon 20 days written notice, and the Alliance may cancel without cause with 30 days written notice. The Alliance shall have a 30-day cure period upon written notice from the Contractor.

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

XVI. NO WAIVER

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

XVII. CLAIMS OR ACTIONS

A. The Contractor shall look solely to the funds appropriated by the Alliance for the contract for the satisfaction of any claim or cause of action the Contractor may have against the Alliance in connection with the contract of the failure of the Alliance to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the Alliance or the Contractor shall have any personal liability in connection with the contract or any failure of the Alliance or the Contractor to perform their obligations thereunder.

B. The Contractor agrees that no action against the Alliance 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. 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 9 of the Alliance contract with the City.

XVIII. COMPLIANCE WITH LAWS

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

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

XIX. PAYMENT SCHEDULE

A. Payments shall be made monthly, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice.

B. 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.

XX. BOOKS, RECORDS, AUDITS AND INSPECTIONS

A. The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.

B. Such books and records shall include, but are not limited, to the employees' time worked and payment received; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the contract.

C. All books and records of the Contractor related to this account shall be available upon 3 business days notice for the purposes of auditing or inspection by the Alliance and the New York City Department of Small Business Services for purposes of verifying compliance with the terms of the contract and with applicable laws.

D. The Alliance reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

E. The Contractor shall provide the Alliance with a bi-annual fiscal report indicating cash disbursements made by the Contractor relating to the operating expenses associated with the contract.

EXHIBIT B

BILLING RATE SCHEDULE

<i>CATEGORIES</i>	<i>CLEANER</i>	<i>ACTING SUPERVISOR</i>	<i>SUPERVISOR</i>
BASE PAY RATE/HOUR			
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			
Other			
Profit			
TOTAL STRAIGHT-TIME BILLING RATE			
TOTAL OT BILLING RATE			
TOTAL			

* Insert Percentage

EXHIBIT C

ITEMIZED EQUIPMENT SCHEDULE

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>ANNUAL COST</i>
TRASH CAN LINERS (provide spec)			
COMPACTOR LINERS (provide spec)			
UNIFORMS (Summer)			
UNIFORMS (Winter)			
HATS (Summer)			
HATS (Winter)			
GLOVES			
SCRAPER			
PAN & BROOM			
BROOM (for puddles)			
SNOW SHOVEL			
ENVIRONMENTALLY & PET FRIENDLY ICE MELT			
WHEELMOUNTED TRASH CANS			
TRASH CAN CADDIES			
RAGS			
SOLVENT			
TWO WAY RADIOS			
BATTERIES			
PAINT			
BRUSHES			
CHAIN CUTTERS			
ICE MELT SPREADERS			
OTHER			
TOTAL			