



**CHINATOWN B.I.D.**  
**BUSINESS IMPROVEMENT DISTRICT**  
**華埠商業改進區**

**CHINATOWN DISTRICT MANAGEMENT ASSOCIATION / CDMA**  
**(a/k/a CHINATOWN BID)**

**MAINTENANCE SERVICES**

**Request for Proposal**

## I. INTRODUCTION

The Chinatown District Management Association, Inc. (a/k/a Chinatown BID) ("CDMA") is a non-profit organization created on February 1, 2012, is the 66<sup>th</sup> BID created in New York City and serves the Chinatown community. New York City's BIDs supplement city sanitation and public safety services, promote businesses through marketing initiatives and public events, enhance the city's physical environment through streetscape improvements projects, and engage local communities through student internship programs. In addition, with city government help, BIDs create jobs, improve the quality of life for New Yorkers and visitors, enhance the city's tax base and help to strengthen the local economy.

The CDMA hereby invites you to submit a proposal for the provision of maintenance services (referred to herein as the "proposal") in the Chinatown BID service area (referred to herein as the "District"), which is divided into eight (8) zones, in accordance with the terms, and subject to the conditions, set forth below.

## II. PROPOSAL SUBMISSION PROCESS

1. Upon receipt of this Request for Proposal ("RFP"), each potential bidder should review the entire package and may submit questions for clarification.
2. All questions are to be emailed to [RFP@ChinatownBid.org](mailto:RFP@ChinatownBid.org). Questions will be answered promptly. All questions and responses will be distributed to all potential bidders.
3. Proposals should be sent to Chinatown District Management Association, Inc. at its offices at 60 Saint James Place, New York, NY 10038, in a single sealed envelope marked "Chinatown District Management Association Sanitation Services BID" and should be received no later than **5:00 p.m. New York time on August 8, 2014**.
4. Submissions should contain three (3) bound, typewritten copies of the proposal, each signed by an authorized officer of the Bidder.
5. The CDMA may interview each bidder and conduct interviews of selected references provided with the proposals.
6. The CDMA reserves the right to request additional information or materials as it may deem appropriate and necessary to evaluate each bidder's qualifications, past performance and current activities. Submission of a proposal shall constitute the bidder's consent that the CDMA may make any inquiry deemed appropriate by the CDMA to evaluate the bidder's qualifications.
7. New York City VENDEX approval is required prior to awarding the contract.

## III. PROPOSAL FORMAT

The proposal shall be submitted in the following format. Any proposal not in the format defined in this section of the RFP will be considered not responsive to this bid and may not be accepted. Please submit each item in the order set forth below.

### A. Executive Summary

1. Identify and discuss bidder's overall background, experience and management approach and style, highlighting any specific attributes that would allow bidder to succeed specifically within the CDMA area (the "District") and provide first-class service at the most reasonable cost possible. Define bidder's goals and objectives with respect to performance under the Contract.

2. Provide financial statements covering the last 3 years.
3. Provide the name and resume of the proposed operations manager for the Contract.
4. Identify your firm's proposal contact, a phone number, fax number and email address where he/she may be reached and the address to which correspondence should be sent.

B. Fee Terms (Presented in Hours of Service to be Provided)

Provide, by type of worker (*e.g.*, cleaner, team leader, operations manager), the number of hours of service to be provided per year assuming an annual contract fee of \$750,000 paid in equal monthly installments. If any form of mechanized cleaning operations is included in bidder's proposal, bidder must detail the added overall value in terms of increased productivity as well as its impact on manpower allocation. All workers must be paid at least the "living wage" per hour.

C. Form of Contract

Submit a form of Maintenance Services Contract that bidder would be prepared to execute based on the form of Maintenance Services Contract attached hereto as Annex A and clearly and specifically highlighting (preferably through a computer generated "redlining" program) all requested changes to such form.

Bidders should submit a sample report or copy of the form that would be used to provide the information specified in Section I(f)(3) of the form of Maintenance Services Contract (weekly written report of performance metrics).

D. Miscellaneous Information

1. Provide a list of clients of comparable quality and size to which your firm is currently under contract for sanitation services, including the length of time for which bidder has been providing such services to each such client and the name and contact information of the Executive Director (or equivalent) for each such client. This list may be used by the CDMA to contact references and tour a select number of clients.
2. Submit a list of the steps new hires go through from the point they request an application for employment until they have completed sufficient training to handle the position for which they were hired. Include any forms used and a summary of typical training procedures.
3. Submit a written explanation of services to be provided in the following areas: keeping all sidewalks and streets within 18 inches of the sidewalks clean (*e.g.*, odor abatement, power washing tools and solar compactors), removing garbage, maintenance of trash receptacles and removal of stickers and graffiti on light posts and signposts. Show response times and cite examples of real events your company has handled.
4. Describe how your firm evaluates the quality of cleanliness.
5. Provide a proposal outlining long term solutions for maintaining the clean streets of the CDMA area.

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

The CDMA will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The CDMA may request such additional material as it deems necessary to assist the CDMA in making an informed decision in its best interest. The CDMA expects to award to the qualified bidder whose proposal it determines to be most advantageous to the CDMA, the right to enter into a contract with CDMA, within 30 days of such award, for the provision of sanitation services containing the terms set forth in the form of Maintenance Services Contract attached hereto as Annex A

and containing only those modifications provided by the applicable bidder in its proposal and agreed to and accepted by CDMA (the "Contract;" and the company entering into the Contract with the CDMA, the "Contractor").

In awarding a contract, the CDMA may consider whether a bidder has a base presence in, or in close proximity to, the District, as the CDMA believes that such a presence is likely to enhance performance.

The CDMA reserves the right to reject all proposals and to postpone and/or cancel this RFP. The CDMA further reserves the right to award the contract to other than the bidder offering the lowest overall cost and the right to award the contract based on the initial submission without further discussion.

The CDMA shall not pay any costs incurred by any bidder in responding to this RFP. The review or selection of a proposal will create no legal or equitable rights in favor of a bidder, including without limitation, rights of enforcement or reimbursement.

Failure by the CDMA to select a bidder, or to enter into a contract with a bidder once selected, will not create any liability on the part of the CDMA or any of its members, officers, employees, agents, consultants, or other bidders. Submission of a proposal by a bidder shall constitute a waiver by such bidder 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 bidder's preparation and submission of, and the CDMA's review of and determinations with respect to, the proposal.

## **Annex A**

### **Maintenance Services Contract**

This Maintenance Services Contract (this "Contract") is effective on [Month] [Day], 2014, by and between the Chinatown District Management Association Inc., 60 St. James Place, New York, NY 10038 (the "CDMA") and [name of contractor] ("Contractor").

WHEREAS, CDMA desires to have Contractor provide maintenance services to CDMA on the terms and subject to the conditions set forth herein for the geographic area specifically delineated on the map in Exhibit A (the "District");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

#### **I. SCOPE OF WORK**

The Contractor shall provide the following cleaning services (the "Services") for the District.

##### **A. Services**

1. The Contractor shall utilize power tools to assist in power washing sidewalks and shall initiate appropriate odor abatement procedures in the District as needed.
2. The Contractor shall maintain the trash receptacles within the District, washing them regularly and cleaning them of graffiti and stickers.
3. The Contractor shall sweep the sidewalks and gutters (up to 18" out from the curb) and bag the litter as necessary in order to keep the sidewalks and curbs in the District clean. The Contractor shall cover the entire District daily maintaining standards acceptable to the CDMA.
4. The Contractor shall remove graffiti 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. The Contractor shall supply all cleaning and paint equipment and supplies needed to provide the aforementioned services.
5. The Contractor shall be responsible for scraping posters and stickers off street furniture, light poles and building surfaces and painting over graffiti. The Contractor shall supply employees with suitable scrapers and environmentally responsible solvents.
6. In the event of snow, the Contractor shall remove snow from the catch basins, crosswalks, intersections and fire hydrants in the District. In addition, the Contractor shall lay down a snow melting agent provided by the Contractor where needed.
7. The Contractor shall water all planters and hanging baskets within the District, maintain the trees and other plantings in the median of the Bowery, and shall keep all tree pits cleaned of litter on a daily basis. The Contractor shall supply all equipment and supplies needed to provide the aforementioned services.
8. The Contractor shall power wash the locations designated by the CDMA.

## B. Workforce Requirements

1. The Contractor shall provide cleaning services seven (7) days per week, including all holidays with the exception of Lunar New Year Day. For all days on which daylight savings time is in effect, it is anticipated that services shall be provided between the hours of 8:00 AM – 7:00 PM and for all other days, services shall be provided between the hours of 8:30 AM – 5:00 PM. The CDMA reserves the right to revise, alter or eliminate shifts.<sup>1</sup>
2. The Contractor shall give preference to the hiring of cleaning workers with prior experience working within the District.
3. The Contractor shall seek to maintain consistency of its workforce within the District by maintaining the continuing employment of those workers assigned to the District absent cause for dismissal or voluntary termination by the employee.
4. The Contractor shall seek to maintain consistency of assignment of cleaning workers by zone within the District.
5. The Contractor shall provide an on-site, full-time or part-time working supervisor whose duties, in addition to cleaning, will include documenting worker attendance.
6. The Contractor shall furnish adequate means of communications by which all cleaning workers can communicate with one another and their supervisory staff.
7. The Contractor shall make a designated representative available at all reasonable times to report to and confer with the designated agents of CDMA with respect to the Services to be rendered hereunder.
8. The Contractor shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment in the District. Only employees without any criminal history and who pass the drug screen may be assigned to the District.
9. The Contractor must pay all workers at least the “living wage” per hour.

## C. Operational Requirements

1. The CDMA’s Board of Directors, Executive Director, or their designated representatives may reject any personnel provided by the Contractor at any time.
2. The Contractor shall assume complete responsibility for insuring that performance by its employees meets the needs and standards established by the CDMA.
3. Supervisors shall take account of the priorities established by the CDMA Executive Director.
4. Supervisors shall visit each zone within the District frequently to ensure that cleaning workers are performing according to Contract requirements and that established priorities are being adhered to.
5. The Contractor shall take the necessary measures to maintain communications with the street cleaners to ensure that they are on post, performing required duties and adhering to orders.

## D. Equipment and Uniforms

1. The Contractor shall supply all equipment needed to provide the cleaning service described herein, including brooms, wheel-mounted trash cans, rags, solvents, trash can liners, etc.

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<sup>1</sup> Aggregate man-hours and shift lengths will be determined based on Bidder’s response to item III(b) of the RFP.

2. The Contractor and its employees shall take full responsibility for all CDMA property, and shall replace or repair at its expense such property when damaged, destroyed or lost due to misuse or negligence of Contractor or its employees.
3. All cleaners, team leaders, operations managers assigned to the District are expected to maintain a neat and clean appearance with proper uniform attire.
4. The Contractor must supply a sufficient number of complete seasonal uniforms for each worker approved by the CDMA and bearing the logo of the CDMA, including matching gloves and caps. The CDMA reserves the right to have sponsorship logos placed on the uniforms and/or caps and to retain the revenue of sponsorships and any rights to change sponsors.
5. All personnel employed by the Contractor and assigned to the District shall wear the aforementioned uniforms at all times while 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 Contractor's employees are expected to provide their own footwear.

#### E. Administration and Evaluation

1. The Contractor shall supply and utilize a timekeeping system to track, document, and verify each worker's attendance.
2. Supervisors will also be responsible for identifying areas of the District that require particular attention, assigning to 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 CDMA.
3. The Contractor shall submit to the CDMA a weekly written report based on a timekeeping system and other supervisors' information showing the number of cleaners, hours worked, number of litter bags collected and a checklist of problem areas, including illegal dumping, unsanitary conditions and irregularities in sanitation pickups. The report shall include a summary of all activities for the month and recommendations, if any, for changes in schedules, routes, etc.
4. Based on the weekly reports of actual hours worked, the CDMA reserves the right to make deductions from the monthly bill or to require that missed hours be made up in future months. Should the Contractor, in the sole commercially reasonable judgment of the CDMA, through any cause, fail to satisfy the requirements of the Contract in any manner or violate any of the terms, covenants or provisions of the Contract, the CDMA shall thereupon have the right to:
  - (a) postpone, delay, suspend or terminate the Contract upon ten (10) business days written notice to the Contractor. Any such postponement, delay, suspension or termination shall not give rise to any cause of action for damages against CDMA;
  - (b) withhold payments due under this Contract and/or demand and obtain the return of payments already made that are equal to the damages CDMA may have already suffered due to a breach by the Contractor;
  - (c) engage in any self-help action necessary to complete performance that was uncompleted as of the termination date and demand and receive monetary compensation from the Contractor for all costs thereof; and
  - (d) pursue any remedies available at law or in equity against the Contractor.

## **II. CHANGES IN SCOPE OF SERVICES AND PERSONNEL**

The CDMA 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 New York City services. Any such changes will be directed in writing.

If the CDMA directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to in good faith by both parties.

## **III. TERM**

Subject to Section XII hereof, the Contract shall be for a period of one (1) year from the effective date of the Contract, with an option to extend the Contract for an additional one (1) year period at the sole discretion of the CDMA by written notice to the Contractor not less than 30 days prior to the initial expiration date.

## **IV. FIRM PRICE AND TAXES; PAYMENT SCHEDULE**

In consideration of the Services, CDMA shall pay to Contractor a per annum fee not to exceed \$[●], payable in monthly installments based on actual hours worked for each month during such period, subject to the CDMA's rights of withholding and return under Section I(E)(4)(b) hereof.

Contractor shall invoice CDMA monthly for Services. Contractor shall submit its invoice for each calendar month by the 15th day of such month. Provided that such invoice is submitted to CDMA by the 15th of such month, all payments in respect of such invoice shall be due by the 15th day of the following calendar month. 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.

All sales, franchise, or other taxes with regard to the work 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 the State of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, in respect of wages, salaries, or other compensation paid to employees engaged in the work to be performed in the location in which it is to be performed.

## **V. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract or any part thereof or of its interest therein or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract without the express written consent of the CDMA.

## **VI. SUBCONTRACTING**

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

## **VII. INDEMNIFICATION**



The Contractor agrees to indemnify and hold harmless the City of New York, the New York City Department of Small Business Services, the CDMA and the agents, officers, employees and volunteers of each of these entities (each of the foregoing, an "Indemnified Party"), from any and all claims, damage, loss, judgments or liabilities, including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the Contractor, its agents, employees, contractors, subcontractors, or permittees in connection with the subject matter of the Contract and performance thereunder. 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. No indemnification shall be provided by any of the Indemnified Parties in favor of the Contractor or any of its agents, employees, contractors, subcontractors, or permittees.

### **VIII. WARRANTIES AND COVENANTS**

The Contractor warrants that the Services furnished hereunder shall be rendered competently by qualified personnel in accordance with best accepted practices.

The Contractor further warrants that the Services furnished hereunder shall comply with all requirements of federal, state and local laws and regulations including, without limitation, the Occupational Safety and Health Act of 1970.

The Contractor agrees to use its best efforts to provide the Services furnished hereunder 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.

### **IX. PERMITS**

The Contractor shall be responsible for obtaining permits, if required by the City of New York or any department thereof, for any work to be performed.

The Contractor shall provide the CDMA with a list of qualifications and a copy of any aforementioned permits prior to commencing work under the Contract.

### **X. INSURANCE**

- A. Throughout the term of this Contract, the Contractor shall, and shall cause all its subcontractors 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, and shall cause all its subcontractors and permittees to, maintain in effect Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles in amounts not less than \$1,000,000 for each occurrence involving injury and/or property damage. The CDMA, the City of New York and the New York City Department of Small Business Services and their respective directors, officers, trustees, agents and employees shall be named as additional insureds on all such policies, and The CDMA, the City of New York and the New York City Department of Small Business Services and their respective directors, officers, trustees, agents and employees shall be named as additional insureds on such policies obtained by its subcontractors and permittees.

- B. During the performance of the work covered by this Contract, the Contractor shall maintain and shall require any subcontractors 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 this Contract shall provide that any change in or cancellation of any such policies shall not be valid until the CDMA has had 30 days' written notice of such change or cancellation.
- D. The Contractor shall procure and deliver to the CDMA, the City of New York and the New York City Department of Small Business Services certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the Contract.
- 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.

## **XI. 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, neither the Contractor nor any of its employees, agents, independent contractors, subcontractors, or permittees shall be deemed to be acting as agents, servants or employees of the CDMA, the City of New York, or any Member or Officer of the CDMA by virtue of the Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the CDMA, the City of New York or any of their officers, agents, or employees pursuant to the Contract, but shall be deemed to be independent contractors performing services for the CDMA, the City of New York or the Contractor, as the case may be, without power or authority to bind the City of New York or the CDMA and the Contractor shall be deemed solely responsible for all acts taken or omitted by the Contractor or any of its employees, agents, independent contractors, subcontractors, or permittees in the performance of or otherwise pursuant to this Contract.

## **XII. TERMINATION AND CANCELLATION**

This Contract is subject to cancellation by the CDMA for cause (i.e. material failure of the Contractor to perform) upon 20 days' written notice, and the CDMA may cancel the Contract without cause with 30 days' written notice.

In the event of any such cancellation, payment to the Contractor shall be adjusted on a pro rata basis.

## **XIII. 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 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.

## **XIV. CLAIMS OR ACTIONS**

The Contractor shall look solely to the funds appropriated by the CDMA for this Contract for the satisfaction of any claim or cause of action the Contractor may have against the CDMA in connection with this Contract or the failure of the CDMA to perform any of its obligations thereunder. No officer,

employee, agent, or other person authorized to act on behalf of the CDMA or the Contractor shall have any personal liability in connection with this Contract or any failure of the CDMA or the Contractor to perform its obligations thereunder. The Contractor agrees that no action against the CDMA in connection with this Contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of this Contract, or (ii) the date that the cause for said action takes place, whichever occurs earlier.

The parties agree that any claims by or against the City of New York arising under this Contract or related hereto shall be governed by the same venue provisions as those enumerated in the CDMA contract with the City of New York.

#### **XV. 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 CDMA from any fines, penalties and expenses which the CDMA may suffer by reason of the breach or non-observance by the Contractor of its obligations under section XV(A) of this Contract.

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

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.

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

All books and records of the Contractor related to this Contract shall be available upon 3 business days' notice for audit and inspection by the CDMA and the New York City Department of Small Business Services for purposes of verifying compliance with the terms of this Contract and with applicable laws.

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

The Contractor shall provide the CDMA with an annual fiscal report indicating cash disbursements made by the Contractor relating to the operating expenses associated with this Contract.

#### **XVII. GOVERNING LAW**

This Contract shall be governed by the laws of the State of New York. The parties agree that any legal action commenced by and between the parties shall be brought in a court of competent jurisdiction residing in the Borough of Manhattan in the city of New York.

#### **XVIII. NOTICES**

All notices under this Contract shall be in writing and shall be served by personal service, registered mail with return receipt requested or overnight courier (such as Federal Express). Notice by mail shall be addressed to each party at its address set forth above.

**XIX. ATTORNEY'S FEES**

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, the prevailing party shall be entitled to seek its reasonable attorney's fees, and costs and expenses incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Chinatown District Management  
Association, Inc.

[Contractor]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

# EXHIBIT A: MAP OF THE DISTRICT

