

# ATLANTIC AVENUE AABID REQUEST FOR PROPOSALS

Issued May 6, 2013

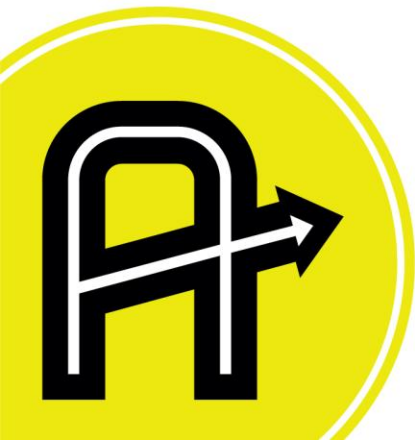
**Sanitation Services** July 1, 2013 to June 30, 2014 (With an Additional three (3) one year options) Request for Proposal Supplemental Sanitation Services The Atlantic Avenue District Management Association, Inc. hereinafter AABID is soliciting proposals from independent Proposers to provide supplemental sanitation services.

**Term:** The period of the contract is July 1, 2013 through June 30, 2014, with an additional three (3) one year options to be renewed by the AABID commencing on July 1, 2014.

**Deadline:** Proposal submission deadline is June 3, 2013. Format: Three copies of a written proposal must be hand delivered by the deadline, in a sealed envelope, to the offices of the Atlantic Avenue District Management Association. 340 Atlantic Avenue, Brooklyn New York. Proposals may also be filed by emailing the complete proposal to the following addresses; [jszende@atlanticavebid.org](mailto:jszende@atlanticavebid.org), [bbclurman@gmail.com](mailto:bbclurman@gmail.com), [wm@gogreen.com](mailto:wm@gogreen.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 Vendex approved contractors. No contract may be awarded to a contractor who has not received Vendex approval from the



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City of New York. Therefore, it is imperative that all Proposers submit completed Vendex forms as part of the proposal;

- **References** – the names and locations of four (4) current, and to the extent possible, similar type clients/accounts with their respective contact persons;

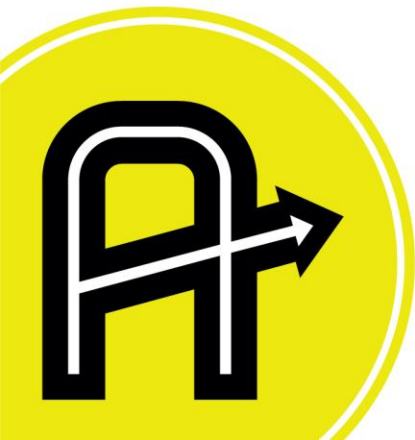
- Representation by the Proposer by a duly authorized representative, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all of the conditions and responsibilities set forth in this RFP.

Inquiries: Proposers may direct questions regarding the RFP to: Josef Szende, Executive Director AABID, [jszende@atlanticavebid.org](mailto:jszende@atlanticavebid.org).

Responses will be posted to: <http://bit.ly/13ZpNcg>.

Introduction: Atlantic Avenue District Management Association, Inc. is a Business Improvement District (AABID) which officially began operations on April 1, 2012. Pursuant to the implementation of Proposed Services set forth in the District Plan, the AABID is soliciting proposals for the provision of sanitation services to patrol the AABID area and to perform sanitation related services as set forth in this Request for Proposal (RFP). The AABID district boundaries are outlined under the Definitions section of this RFP. The initial contract period shall be for a period commencing on July 1, 2013 and ending on June 30, 2014. The AABID 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. Qualified Proposers must be in good standing and current in all their obligations to or with the City of New York, may not have been barred from or suspended from entering into contracts with the City of New York during the past five years, and shall be required to provide evidence of financial responsibility prior to the award of any contract or agreement pursuant to the RFP.

All Proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin,



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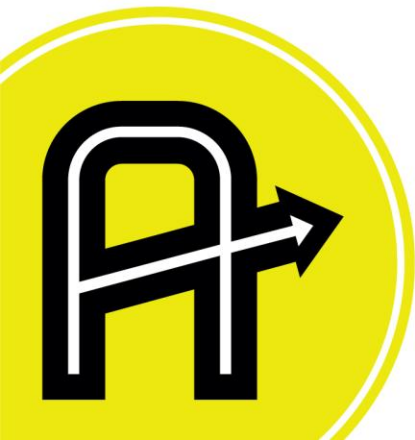
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color, sex, sexual orientation or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state, and city laws and regulations respecting equal opportunity employment, including executive orders issued relating thereto. All Proposers must, prior to the submission of a response to this RFP, declare that they have visited the AABID 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 AABID area, its conditions, and the terms set forth herein. **Contract**

**Award:** The Atlantic Avenue AABID may award the contract to the qualified proposer whose proposal it determines to be the most advantageous for the District. The AABID 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 Atlantic Avenue BID, AABID, Inc. 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 AABID may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications. Proposals submitted in response to this RFP shall be considered valid for 120 days. **Cancellation:** The Atlantic Avenue BID AABID, Inc. reserves the right to postpone or cancel this RFP and to reject all proposals.

1. **Definitions:** A. AABID shall mean the Atlantic Avenue AABID Business Improvement District, whose corporate name is Atlantic Avenue District Management Association, Inc.

B. AABID District (see map below for precise coverage areas) shall include: Properties on the north side of Atlantic Avenue from BQE to 1



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tax lot short of Court Street and from 4th Avenue to 1 tax lot short of Smith Street. South Side of Atlantic Avenue from BQE to 4th Avenue. Hicks Street, Henry Street, Clinton Street, Bond Street, Nevins Street, 3 Avenue from Pacific Street to State Street and west side of 4th Avenue from Pacific to State Street. Court Street, Boerum Place and Smith St from Atlantic Avenue to Pacific St Hoyt Street from Pacific St. through to number 79 north of Atlantic. Map of AABID District

C. AABID shall mean the Atlantic Avenue District Management Association, Inc.

D. Sanitation Services refers to the actions and responsibilities that the Contractor is required to complete under Section 2B of this Agreement entitled "Services."

## **2. Services and Responsibilities:**

### **A. Workforce and Deployment**

1. With the exception of the holidays listed below, the Contractor shall provide six (6) workdays per week a workforce of sufficient size to ensure that each and every block face within the AABID District is serviced in the manner described below in Section 2B entitled "Services."

2. The Contractor will be solely responsible for providing day to day supervision of the workforce servicing the AABID District. The Contractor shall specify in writing to the AABID 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 workforce may be deployed in staggered shifts in order to cover the proposed hours as outlined below. The AABID reserves the right to request additional workers be deployed at certain times during the day or certain days of the week as deemed necessary. The AABID 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.



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3. The length of the workday shall be as follows: · One worker Tuesday through Friday 10:00 A.M. through 4:30 P.M. Two (2) workers Saturday and Sunday 10:30 A.M. to 6:00 P.M. Total cleaning hours 56.

4. The hours listed above are subject to change based on the reasonable request of the AABID.

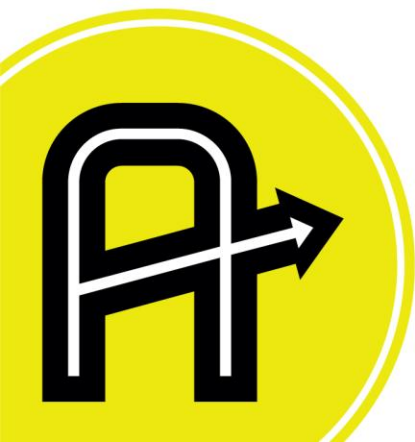
5. On the following holidays, the Contractor will not need to provide any sanitation services within the AABID District: · Thanksgiving Day · Christmas Day · New Year's Day · President's Day · Easter Sunday · Memorial Day · Labor Day

**B. Services** 1. The Contractor shall sweep the sidewalks and also the gutters (18" from the curb) of each and every block face within the AABID District within the hours described above, and bag the litter a minimum of twice per day, or more frequently if necessary, during the hours of service as outlined above. Sidewalks and block faces shall be swept a minimum of two (2) times per day. The schedule is subject to change as deemed necessary by the Executive Director. The Contractor will remove all filled garbage bags from the trash receptacles located in the AABID and replace them with new liners. The AABID reserves the right to terminate this agreement for cause if the AABID determines that the aforementioned standard is not met.

2. The Contractor shall maintain the AABID trash receptacles (if any): washing them, at regular intervals mutually agreed upon between the AABID and Contractor.

3. The Contractor shall clean tree pits as necessary. Contractor shall survey and report to the AABID Executive Director the location of any tree pits in need of landscaping services twice per year (March and Septment) and any broken or non-working historical lights on a monthly basis.

4. The Contractor will be responsible for removing or eliminating large puddles of still water that are found at pedestrian crossings within the AABID District.



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5. The Contractor, in the event of snow, shall clear the snow from the catch basins, gutters and pedestrian crossings at street intersections within the AABID District.

6. The AABID 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. The AABID will provide prior written notice of such failure(s) before withholding payment.

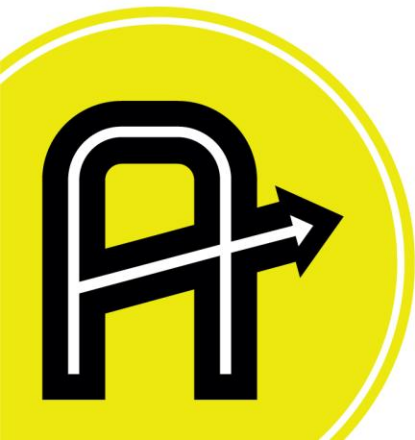
### **C. Equipment, Uniforms, and Storage**

1. The Contractor shall provide year round uniforms for each worker, including rain gear and ensure that such uniforms are cleaned and maintained.

2. The Contractor shall supply and maintain the following: heavy duty brooms; pans and shovels, as required; garbage can liners; 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, etc. All equipment provided by the Contractor must receive the written approval of the AABID's Executive Director. Worn or damaged equipment will be replaced by the Contractor as soon as possible, at their cost. Cost of equipment and supplies must be covered within the Contractor's budget. Contractors that are able to supply their own storage area will be favored as the AABID is extremely limited in its ability to provide space.

### **D. Administration**

1. 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 AABID representatives to develop a detailed sanitation program, to include, without limitation, the following: - Development of a customized job manual and work rules for the training and supervision of the 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; - The Contractor will propose a site specific and job specific reporting procedure, to be



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approved by the AABID, 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 AABID.

2. The Contractor shall meet at least monthly with the Executive Director of the AABID at a mutually agreed upon time, or on a more frequent basis, if so requested by the Executive Director. The Contractor shall provide quarterly updates to the Executive Director. At all times when 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 working supervisor and shall assist in the patrol of the area. All working supervisors must be accessible to the Executive Director via cell phone or walkie-talkie during hours of operation.

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

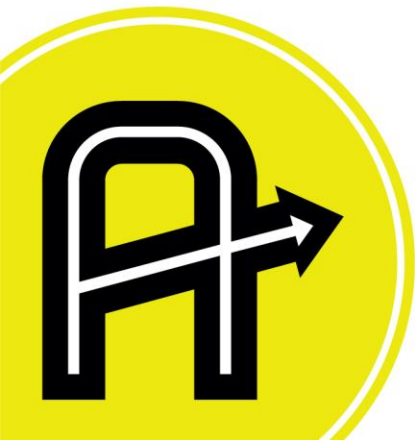
4. The Contractor and all of its employees are prohibited from accepting any gifts from merchants or residents.

**E. Term:**

The period of service shall be from July 1, 2013 through June 30, 2014 with an additional three (3) one year options renewed by the AABID at our discretion contingent on the passage of each annual budget of the AABID.

**F. 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.



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### **G. Changes in the Scope of Services:**

The AABID reserves the right to make changes in the general scope of work. Any such changes shall be directed in writing. If the AABID 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.

### **H. Indemnification:**

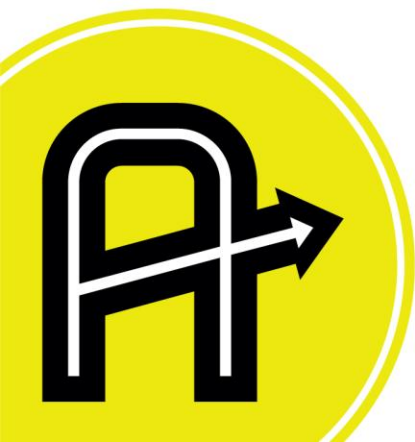
The Contractor agrees to indemnify and hold the City, the New York City Department of Small Business Services, the AABID, their agents and employees, harmless from any and all claims, damage, loss, judgments, or liabilities including costs and expenses, legal or otherwise, to which they may be subject 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.

### **I. Warranties:**

The Contractor warrants that services of any nature furnished here under 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. **J. Insurance:**

Throughout the term of this contract, the Contractor shall maintain, and shall cause all its Subcontractors and permittees to maintain, in effect:

1. Broad Form Comprehensive General Liability Insurance in amounts not less than \$2,000,000 for each occurrence involving death of one or



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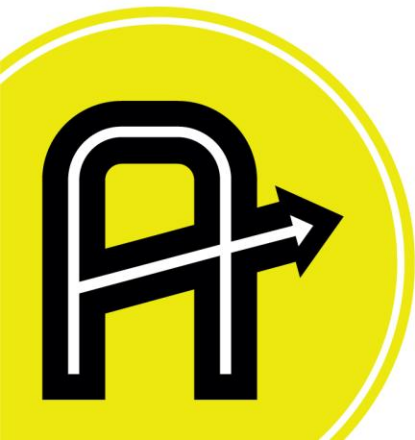
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more persons, and not less than \$300,000 for each occurrence involving property damage, up to an aggregate of \$600,000.

2. Workers' Compensation covering all aspects of its performance under this agreement as per statutory requirements.

3. In the event the Contractor or its Subcontractors uses a vehicle, regardless of whether or not it owns the vehicles, or hires it, the



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Contractor shall maintain Business Automobile Liability Insurance with liability limits of \$1,000,000 combined single limit for bodily injury and property damage.

4. The AABID, the City, and New York City Department of Small Business Services (DSBS) must be named as additional insureds on all such policies, and the Contractor must be named as an additional insured on such policies obtained by its sub-Contractors and permittees. 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 AABID has had thirty (30) days' notice in writing of such change or cancellation.

5. The Contractor shall procure and deliver to the AABID, the City, and New York City Department of Small Business Services (DSBS) certificates of insurance executed by the insurance companies providing such insurance by July 1, 2013.

**K. 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 AABID shall be provided with a copy of any aforementioned permits.

1. 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 AABID or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the AABID 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 AABID 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.



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**L. 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 monies due or to become due under this contract, without the written consent of the Executive Director of the AABID.

**M. Claims or Actions:**

The Contractor shall look solely to the funds appropriated by the AABID for this contract for the satisfaction of any claim or cause of action the Contractor may have against the AABID in connection with this contract or the failures of the AABID to perform any of its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the AABID or the Contractor shall have any personal liability in connection with this contract or any failure of the AABID or the Contractor to perform its obligations hereunder. The Contractor agrees that no action against the AABID 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.

**N. 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 AABID may cancel without cause upon thirty (30) days written notice. The AABID also reserves the right to cancel immediately for cause based on material failure to perform.

**O. 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.



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**P. 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 AABID from any fines, penalties, and expenses, which the AABID may suffer by reason of the breach or nonobservance by the Contractor of its obligations under this provision.

**Q. 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 AABID 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.

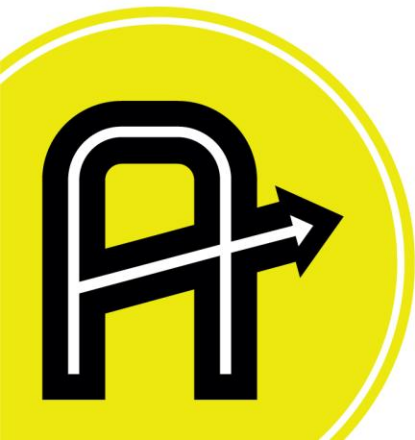
**R. Books, Records, Audits and Inspections:**

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.

**S. Price and Payment:**

The price for the services set forth herein shall be a 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, 2013 through June 30, 2014.

Payments shall be made on a monthly basis, provided that the invoices are submitted in a proper and timely manner. Payment will be made within thirty five (35) days after receiving the invoice.



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