



REQUEST FOR PROPOSALS

FOR

SUPPLEMENTAL SANITATION SERVICES

July 01, 2024 – June 30, 2026*

HUB Third Avenue BID



I. INTRODUCTION

The HUB-Third Avenue Merchants District Management Association Inc dba HUB Third Avenue BID (the “**HUB**”) is a Business Improvement District (“**BID**”) in the Third Avenue commercial district along Third Avenue from 148th to 153rd Streets in the Mott Haven neighborhood of the South Bronx.

The HUB is soliciting proposals from independent, PASSPort-approved contractors (each, a “**Contractor**”) to provide supplemental sanitation services, including, without limitation, street sweeping and graffiti-removal (the “**Services**”) in accordance with the terms and conditions of the RFP.

The BID currently has in-house sanitation services five (5) days a week.

The mission of the BID is to create a vibrant, clean and safe district by providing supplemental services such as sanitation. A main focus of the BID is to promote the businesses within its boundaries to enhance economic growth in the area.

II. BACKGROUND

Organized as a 501(c)(3) non-profit corporation, the HUB provides a variety of services and programs - such as sanitation, litter and graffiti removal, marketing and promotion – within its boundaries. The HUB manages the area of Third Avenue from 148th to 153rd Streets, which also include the west side of Bergen Avenue. This area (the “**District**”) encompasses more than 200 businesses. Please see Appendix C: District Map for details.

III. PROPOSAL SUBMISSION PROCESS

Interested parties (“**Proposers**”) must submit a completed copy of the Proposal Form (see Appendix B) affixed to their proposal. Written proposals must be emailed to the HUB at: psuarez@thirdavenuebid.org

and must be received before the close of business (5:00 PM) on June 5th, 2024 (Full timetable included in Appendix B).

Proposers may direct questions related to the RFP to the email address listed above. All questions and answers will be shared with all Proposers and the HUB staff and selection committee.

IV. REVIEW AND SELECTION PROCESS

In addition to ensuring that submitted proposals are responsive to, and reflective of the Services described in the Scope of Work, below, the HUB will review all proposals for completeness and compliance with the terms and conditions contained in this RFP. The HUB reserves the right to request additional information or materials deemed appropriate or necessary to evaluate each Proposer’s qualifications. New York City PASSPort approval is required prior to awarding the contract.

The HUB shall award the contract (the “Contract”) to the Proposer whose proposal the HUB determines to be most advantageous for the District. The HUB reserves the right to award the Contract to a proposer other than the one offering the lowest overall cost. The HUB further reserves the right to award the Contract on the basis of initial proposals received, without discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals.

The HUB reserves the right to postpone or cancel this RFP, and to reject any or all proposals.

The HUB 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 or enforcement or reimbursement. The rights and obligations of the HUB and a Proposer shall be controlled by the terms and conditions set forth in a contract between the HUB and the selected Proposer, thereafter referred to as the Contractor.

V. SCOPE OF WORK

See Appendix A for the Scope of Work.

VI. CHANGES IN SCOPE OF WORK & PERSONNEL

The HUB reserves the right to make reasonable changes to the Services described in the general scope of the work (“Scope of Work”), including work force requirements. **Note: Sanitation supervisor(s) (i.e., Operations Manager, etc.) must be approved by the HUB.** Any such changes shall be made pursuant to written instruction. If the HUB directs any such changes which affect the cost of the Services, an adjustment agreed to by both the HUB and the Contractor shall be made in writing in the contract price.

VII. TERM

The period of service (the “Term”) shall be one initial 6-month term, from July 1, 2024 to December 31, 2024, with the option for an 18-month extension (through June 30, 2026) at the discretion of the HUB.

VIII. FIRM PRICE

The price agreed upon by the Contractor for the Services shall be delivered in writing on the Contractor Form and will not be subject to change unless agreed to in writing by the HUB and the Contractor.

The price shall include all sales, franchise, or other taxes with regard to the Services, which shall be paid by the Contractor. The Contractor assumes sole and 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 or regulation, now or hereafter in effect, upon or in respect to wages, salaries, or other compensation or benefits paid to employees engaged upon or in connection with the Services to be performed.

IX. INDEMNIFICATION

Contractor shall agree to indemnify and hold harmless the City of New York, the New York City Department of Small Business Services, and the HUB, and the agents, directors, officers, employees and volunteers of these entities, 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 the contract. Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability and responsibility for injuries, including death, that may occur to such employees due to the negligence, fault, or default of the Contractor. Contractor shall require such indemnification from its contractors, subcontractors and permittees.

X. WARRANTIES AND COVENANTS

Contractor shall agree to use its best effort to conduct the Services herein described with employees hired from the local community, including without limitation, employees residing within U.S. Postal zip codes 10455 or any other adjacent zip codes.

XI. PERMITS

Contractor shall be responsible for obtaining any necessary permits from the appropriate governmental authority for the Services to be performed. The HUB shall be provided with a copy of any such permits pertaining to the District prior to commencing Services under the contract.

XII. INSURANCE

General Liability Insurance

If and when a contract is awarded, Contractor shall maintain, and shall cause all its subcontractors and permittees to maintain, in effect comprehensive liability and vehicular insurance, each in amounts no less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate, covering injury to or death of one or more persons and/or property damage.

The HUB, in addition to the City of New York and NYC Dept. Small of Business Services, shall all be named as an additional insured on all such policies obtained by the Contractor. Each policy shall be in a form that is satisfactory to the HUB and issued by an insurance company satisfactory to the HUB. Contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.

Workers' Compensation and Disability Benefits Insurance

During the performance of the Services covered by the Contract, Contractor shall maintain and shall require any subcontractors to maintain Worker's Compensation, covering all aspects of its performance under the Contract.

All insurance policies entered into by Contractor in relation to the Contract shall provide that any change in or cancellation of any such policies or the terms thereof shall not be valid unless the HUB has received thirty (30) days notice in writing of such change or cancellation.

XIII. NO WAIVER

The failure of any party to insist on strict performance of any of the terms or conditions of any Contract or of the party's rights hereunder in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights, whether then or in 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 waiver expressly stated therein.

XIV. PAYMENT SCHEDULE

Payments shall be made on a monthly basis subject to the provisions of the Contract provided that Contractor submits an invoice to the HUB in a proper and timely manner. Payment will be made within forty-five (45) days after the HUB receives the invoice.

APPENDIX A

Scope of Work

General Requirements:

- Number of City Blocks Faces: 8
- Number of Daily Uniformed Workers: 2-4
- Number of Daily Supervisors: 1
- Total Number of Hours Per Week: 70-140 (Minimum)
- Days Working: 5 (minimum)
- Holidays: New Year's Day, Martin Luther King Day, Thanksgiving Day and Christmas Day
- Daily Schedule: Monday-Friday. There must at least be one uniformed worker assigned to an early morning shift. Open to a combination of hours, including but not limited to
 - 7am to 3pm
 - 8am to 4pm
 - 10am to 6pm
 - 11am to 7pm

Services:

Daily Cleaning and Sweeping

- Sweep and remove litter from the sidewalk, curbs and gutters (up to 18" out from the curb). Minimum of three (3) rounds of the entire District daily. Initial cleanup of the entire District must be completed prior to 9am.

Trash Receptacles and Garbage Removal

- Daily, contractor to line all receptacles, and remove and bag all debris in a timely manner. Daily transport trash to a site designated by the Department of Sanitation.
- Contractor to maintain and wash receptacles regularly.

Graffiti, Poster, and Sticker Removal

- As needed, graffiti, poster, and sticker removal throughout the District.

Snow and Ice Removal

- As needed in crosswalks and bus shelters in the District.

Tree Maintenance

- Seasonal plantings in planters and tree pits as requested by the HUB.
- Tree trimming when needed. Clean tree pits daily and remove plastic bags from branches as needed. Water trees and remove cigarette butts and other debris.

Planter Maintenance

- Planter Maintenance (Includes large planters, hanging basket planters, tree pit plantings, any plants or flowers).
- Water planters as needed (Minimum of twice weekly in the Summer, as needed in cooler weather).



- Refresh planters as needed.
- Clear any trash or debris from planters daily.
- Rat mitigation as needed or requested by HUB.
- Planters are currently located in Roberto Clemente Plaza on Third Avenue between 148 and 149 Streets. Additional planters may be added over the duration of the Contract Term.

Steam Cleaning and Power Washing of Sidewalks

- Once annually.

Uniforms and Supplies

Contractor shall supply the following (but not limited to):

- Daily uniforms (with the HUB Third Avenue BID logo).
- Industrial strength clear plastic garbage liners, truck and snowplow equipment, ice and snow removal materials, cart or barrel on wheels, brooms and pans, steam cleaner, necessary connections to water and electricity, and hoses and gasoline, brushes, scrapers, buckets, and paint remover.
- Paint and/or other supplies to remove graffiti.

Additional Services:

- Contractor shall maintain the barricades (once installed) located at the intersections of 148th Street and Willis Avenue and utilize them to close the area to vehicular traffic during restrictive hours. Parameters for barricades are still being developed. Contractor will be furnished with formal direction once parameters for barricade maintenance are defined.
- Painting street sign poles, trash cans, fire hydrants as needed.
- Sweeping and litter removal on Roberto Clemente Plaza.
- Set up, remove and lock up tables and chairs on the Roberto Clemente Plaza as needed for scheduled programming from April through November. In addition, wipe down tables and chairs during this same period as needed.
- The HUB has 8 CitiBins located on 148th Street between Willis and Bergen Avenues. Conduct CitiBins maintenance, power washing and sticker removal as needed.
- In the event bicycle racks or any other street furniture elements are installed, they shall receive the same Services as the CitiBins – including maintenance, power washing and sticker removal as needed.

HUB - BID MAP

Hub-3rd Avenue BID





Appendix B

Proposal Form – To Be Included as Cover for All Proposals

Date:

Project: RFP for Supplemental Sanitation Services

Initial Term: July 1, 2024 – December 31, 2024

Extension: January 1, 2025-June 30, 2026* (pending board approval)

To: psuarez@thirdavenuebid.org

Submission, Review and Selection Schedule (Important Dates)

- RFP Release date: April 29, 2024
- Questions (in writing) regarding the RFP: May 10th, 2024
- Responses to Questions: May 17th, 2024
- Proposal Due: June 3, 2024
- Decision: Jun 19th, 2024
- Contract Begins: July 1st, 2024* (subject to change)

XV. GENERAL INFORMATION

Sanitation Provider (Proposer's Company Name): _____

Name of Representative: _____

Address: _____

Phone: _____

Email: _____

Website: _____

Social Security # or EIN: _____

XVI: PRIOR EXPERIENCE

Number of years in business under the above-indicated name: _____



XVII: CLIENT REFERENCES

Contact/organization name: _____

Phone: _____

Type and date of project: _____

Contact/organization name: _____

Phone: _____

Type and date of project: _____

Contact/organization name: _____

Phone: _____

Type and date of project: _____

Please reference Services performed within the last three years with a similar Scope of Work to this project.

XVIII. PROJECT SCOPE

Please refer to Appendix A, Scope of Work.

XIX. PROPOSAL

All proposals must include, at minimum, clear descriptions of how the Proposer intends to fulfill all Services described in Appendix A - Scope of Work. Proposals must also include a staffing plan, organizational chart and pricing for the Services described in the Scope of Work. Additional Services offered by the Proposer, but not necessarily described herein may be included for consideration by the HUB with accompanying descriptions including frequency, staffing, and pricing.

In accordance with the requested documents, we hereby submit this Proposal for the above project based on the issued RFP requirements, including the Scope of Work.

Signature: _____

Date: _____

Printed Name: _____

Title: _____