

SoHo Broadway District Management Association, Inc.
594 Broadway, Suite 311
New York, NY 10012
(212) 390-1131

SOHO BROADWAY INITIATIVE

REQUEST FOR PROPOSAL

SECURITY SERVICES

Date Issued: July 10th, 2015

Responses Required No Later Than:

5:00pm

August 6th, 2015

Direct requests for further information to:

Mark Dicus, Executive Director
SoHo Broadway Initiative
594 Broadway, Suite 311
New York, NY 10012

1. INTRODUCTION

The SoHo Broadway District Management Association, Inc. (hereafter the “SoHo Broadway Initiative” or the “Initiative”), is a not-for-profit corporation formed under the laws of the State of New York and is soliciting proposals for the provision of supplemental security services, as fully set out in this Request For Proposals (“RFP”). The Initiative is a business improvement district with legal boundaries (see Map attached as Exhibit “A”) established under the laws of the City of New York and the State of New York.

The SoHo Broadway district covers all of the Broadway frontage from East Houston to Canal Streets in the SoHo neighborhood of Manhattan. Although many properties are thru-block to either Crosby or Mercer Streets, this RFP is only directed at the Broadway frontage. However, for corner properties, the side street frontage associated with that property should be serviced up to a maximum of 100 linear feet, approximately ½ block in length. The Broadway Frontage and applicable side streets are hereinafter referred to as the “District”.

The Initiative is a public-private partnership whose purpose is to foster a unique, vibrant, mixed-use district with enhanced maintenance and public safety, effective advocacy and administration, technical and professional services for its members, and strategic capital improvements. Signed into law in October 2013, the SoHo Broadway Initiative began operations in October 2014. For more information, visit the website www.SoHoBroadway.org.

The Initiative does not currently provide security services. The primary purpose of the security services is to improve the flow of pedestrians and reduce unsafe sidewalk congestion caused by illegal sidewalk uses. The Initiative is seeking a firm to provide security services within the District 8 hours per day (11:00 am to 7:00 pm). Public safety officers (“PSOs”) will serve as the eyes and ears of the Initiative on the streets and sidewalks of the district where they will report illegal and unsafe conditions, intervene in certain circumstances and provide assistance to District visitors.

The initial contract period shall be for a period of twelve (12) months commencing on or about October 15, 2015 and ending on October 14, 2016. The RFP also sets forth renewal option terms for the twelve (12) months from October 15, 2016 and ending on October 14, 2017; and for the twelve (12) months from October 15, 2017 and ending on October 14, 2018. The Initiative reserves the right to alter the commencement and termination dates of the proposed agreement, and to adjust prices and other provisions of the proposed agreement on a pro rata basis

Qualified bidders (hereinafter referred to as a Bidder or Contractor) must have not less than two (2) years experience in the provision of security services within the Borough of Manhattan and must possess all permits and licenses required by federal, state, and city law or regulation. Bidders must be able to receive NYC

Vendex approval prior to the awarding of the contract contemplated by this RFP. Bidders must be in good standing and current in all their obligations to or within 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 (5) years; and shall be required to provide evidence of financial responsibility prior to the award of any contract or agreement pursuant to this RFP.

All Bidders expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, 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 Bidders must, prior to the submission of a response to this RFP, declare that they have conducted a site inspection of the SoHo Broadway district 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. A Bidder expressly waives all its rights to contest, dispute, or otherwise alter its proposal due to its failure to be familiar with the District, its conditions, and the terms set forth herein.

2. SUBMISSION GUIDELINES

RFP Timeline/Deadlines

- RFP Release Date: July 10, 2015
- Question Submission Deadline: July 24, 2015
- Question Response Date: July 28, 2015
- Proposal Deadline: Thursday, August 6, 2015 at 5pm
- Bidder Interviews: September 2015
- Bidder Selection and Contact Execution: Anticipated by end of September 2015
- Security Services Start Date: Anticipated start date on or about October 15, 2015

Questions and Answers

Questions regarding the RFP must be in writing and should be directed to Mark Dicus, Executive Director, via electronic mail (mdicus@sohobroadway.org). Questions should be submitted no later than July 24, 2015. All questions and responses will be shared with all proposers no later than July 28, 2015.

Submission Format

Three (3) copies of the written proposal must be received by the Initiative by the Proposal Deadline, Thursday, August 6, 2015 at 5pm. Proposals received after the Proposal Deadline may not be accepted and, if accepted, may not be considered in response to this RFP.

Submissions shall be addressed as follows:

SoHo Broadway Initiative
594 Broadway, Suite 311
New York, NY 10012
Attention: Mark Dicus

Proposals should be submitted via electronic email to mdicus@sohobroadway.org in addition to the hard copy proposals delivered to the address above.

Miscellaneous

The Initiative may interview each bidder and may conduct interviews/site visits for references provided in the proposal.

The successful Bidder will be notified via email and/or telephone. Following such notification, the parties will negotiate in good faith a contract for services consistent with the terms found in this RFP (the "Contract"). The Initiative 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 Initiative further reserves the right to reject all proposals or to postpone and/or cancel this RFP.

3. 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 and form defined below.

Executive Summary

Discuss your firm's overall management approach and style, and unique skills that would allow it to succeed with district.

Describe the structure of your district/regional management and how they will interact with on site PSOs and related security personnel.

Identify your firm's proposal contact, a phone number and email address where he or she may be reached and the mailing address to which correspondence should be sent.

Confirm that your firm's proposal will perform the services and meet the requirements found in this RFP, including but not limited to those found in Section 4 Scope of Services and Principal Terms.

Modifications to Contract

Provide comments, if needed, which address changes to the services contemplated by this RFP, which your firm will require if awarded the Contract. Please also include any change in cost associated with this change.

The goal of the Initiative is to provide first class services at the most reasonable fixed cost possible. If your firm has any concerns regarding any of the services contemplated by this RFP, please share those concerns and how you propose to address them.

Miscellaneous Information

Please provide a list of service areas of comparable quality and size to which your firm is currently under contract for security services. This list should include no less than three New York City based references, all of whom haven been clients for at least one (1) year. The list may be used by the Initiative to tour a select number of clients.

Please provide a step by step description of the new hire process for officers and supervisors who are hired by your firm. Please include a description of any training that is provided prior to working as an officer or supervisor at your firm.

Complete and submit the Billing Rate Schedule attached to this RFP as Exhibit "B." Each Bidder, in addition to completing the attached Billing Rate Schedule, should also provide a (1) total annual cost estimate for the services to be provided based on the program requirements and parameters outlined in this RFP and (2) estimate of the total annual service hours broken down by position (i.e. security officer, supervisor and administration). Please provide annual pricing for the first term of the contract as well as subsequent years if the renewal period were to be awarded, if different from the first term.

Please describe in detail all benefits offered to employees who provide services to the District including but not limited to health insurance, life insurance and paid time off (vacation and sick leave).

4. SCOPE OF SERVICES AND PRINCIPAL TERMS

1. Overview of Services

The Initiative is seeking a Contractor to provide an unarmed security force that will address general public safety and quality of life issues throughout the District. The unarmed security force shall work cooperatively with the New York City Police Department and the security forces/building management of the corporate, retail, residential, and not-for-profit institutions in the area.

In accordance with standard operating procedures, the security force shall immediately report incidents to the 911 emergency system when appropriate.

PSOs will be required to perform his/her shift outdoors at all times. The PSOs will be required to patrol the District, as indicated in the map below, and to record and assist with a myriad of conditions throughout the neighborhood, including legal and illegal vendors, business and residential compliance with city regulations, and general quality of life conditions. PSOs will communicate with, and serve as a resource to, security and building management personnel, property owners, merchants, and others throughout the District. Under the direction of the Contractor and/or the Initiative's Executive Director, PSOs will communicate with the 1st and 5th Precincts of the New York City Police Department and other City agencies, when applicable the PSO will notify the City's non-emergency 311 number to make calls regarding quality of life and damaged or broken city property, and will serve as a deterrent to illegal conditions in the district. Finally, PSOs shall provide assistance and information to the public. They will be required to hand out/deliver a variety of materials to the residents, visitors, businesses, tourists and others who frequent the District.

The Contractor will be responsible for general management and oversight of the PSOs by providing an overall account manager to work in conjunction with the Initiative's Executive Director.

2. Specific Security Services

- a. PSOs shall patrol throughout the District and offer assistance or information to visitors of the District.
- b. PSOs shall deter illegal vending within the District by intervening where appropriate and by reporting illegal vending to the appropriate authority.
- c. PSOs shall monitor, log and report improper or unsafe street and sidewalk conditions to the Contractor and/or the Executive Director of the Initiative.
- d. PSO's shall assist the Initiative in disseminating information to Initiative constituents.
- e. PSOs shall remain vigilant to medical emergencies and suspicious persons and/or situations. The PSO shall monitor, log and report such emergencies or situations to the Contractor and/or the Executive Director.
- f. The Contractor shall furnish the following supplies and equipment: year round uniforms of a sufficient quantity as determined by the Initiative and the Contractor, clean and well-marked and in style approved by the Initiative; and flashlights, two-way radios and other equipment which is necessary and proper for the performance of the services contemplated by this RFP. The Contractor shall be responsible for securing an area for the PSO's and any other Contractor staff performing services contemplated by this RFP will have a place to change into uniforms and secure equipment after each shift.

3. Coverage Requirements

- a. The Contractor shall provide the services of PSOs for 8 hour shifts from 11am to 7pm as follows:
 - i. Monday through Friday: 1 PSO
Saturday and Sunday: 2 PSOs
 - ii. 364 days per year, with no services provided on December 25th.
 - iii. The hours and/or days of service may be adjusted or modified with forty-eight (48) hours prior written notice from the Initiative with an appropriate increase or decrease in the monthly fee based on the current Billing Rate Schedule.

- iv. The Initiative may elect to increase the number of PSOs to be provided by the Contractor. Please set out the additional costs per PSO on the Billing Rate Schedule attached to this RFP.
- b. The Contractor shall provide an account manager/supervisor who will conduct daily unannounced site visits to check in with the PSO(s) who is/are serving the District to ensure PSO(s) is/are in uniform and providing the services called for in this RFP, troubleshoot unresolved conditions and support the PSO as needed. :
 - i. .
 - ii. .

4. Operational Requirements

- a. The Contractor shall have and maintain all federal, New York State and New York City licenses, permits or other approvals required to provide the services contemplated by this RFP. The Contractor is responsible for acquiring and maintaining any such license, permit or other approval. The Contractor must submit copies of such a license, permit or authorization to the Initiative. The Contractor shall adhere to all of the applicable requirements of the New York State Security Guard Act and any regulations promulgated thereafter.

- b. The Contractor shall assign only New York State licensed security officers who have been carefully screened, trained and qualified employees of exemplary character. All PSOs assigned to the Initiative must have completed all state-mandated training requirements and have at least 6 months' verified prior experience in a security position. Pre-employment qualifications for a PSO shall include, but are not limited to individual over 21 years of age who have a high school (or equivalency diploma) and are fluent in the English language. All PSOs will be subject to pre-employment drug screening and complete background checks. Based on reasonable suspicion, follow-up drug screening may be required. Photographs and fingerprints should be on file with the appropriate state agency. The Initiative's Executive Director, or a designated representative, will be offered the opportunity interview and approve all candidates prior to being assigned to the District, and may reject any personnel offered at any time for any reason. PSOs must have good attendance and on-time records. The Contractor must certify in writing that all of the above have been met for each PSO prior to assigning such PSO to provide services within the District.
- c. Any PSO assigned to the District must be in good health, without physical or mental disabilities that would interfere with the performance of the services contemplated by this RFP.
- d. Consistent with the Initiative's objective of providing a security force that is knowledgeable about and familiar with the District, the Contractor shall not remove or reassign any PSO who has not violated any of the Contractor's or Initiative's rules, regulations, or guidelines without prior notification to the Initiative.
- e. Any PSO assigned to the District must not have been convicted of a felony or other criminal offense that might limit or prohibit the officer's ability to perform the duties of a security officer in a trustworthy, reliable and competent manner. The Contractor agrees to allow the Executive Director or his/her designee to review the results of any background check for any PSO assigned to the District.
- f. The Contractor shall insure that no employee assigned to the District carries a weapon as defined in the New York State Penal Law, Section 265.00. Failure to comply with this requirement will subject the employee to immediate removal from the Contract.

- g. The Initiative Executive Director or his/her designee may either remove or order that a PSO be immediately relieved of duty for involvement in actions deemed unauthorized, detrimental, of suspicious intent, or improperly affecting his/her work performance on location. Violations of strict discipline, good order, or any of the dress codes established by the Initiative, or behavior that is otherwise disruptive or damaging to the Initiative, are justifications for removal. In such situations, the PSO must be replaced within a reasonable time by the Contractor.
- h. The Contractor shall assume complete responsibility for insuring that the performance of its employees is as required under the Contract. The Contractor is responsible for insuring that the agreed upon numbers of PSOs shall be present at each shift. The Contractor agrees to provide immediate replacement for any PSO who is using paid time off, sick, or otherwise fails to report to work.
- i. The Contractor shall allow the Executive Director or his/her designee to review the payroll and personnel records of Contractor's employees assigned to the District.

5. Specific Program Requirements and Procedures

- a. The Contractor shall provide an overall account manager to oversee all aspects of the security force on behalf of the Contractor, including training, shift assignments, timekeeping, reporting mechanisms etc. This individual will work closely with the Initiative's Executive Director on all aspects of overseeing the security program. The Contractor account manager, with input and guidance from the Initiative's Executive Director, will draft specific orders and guidelines for posts, including, if appropriate, fixed posts or designated locations for patrol. The Initiative reserves the right to alter, eliminate, or otherwise vary said posts, guidelines and orders.

- b. PSOs and account managers/supervisors will be familiar with the approved security procedures applicable to the District, including exact duties and responsibilities for each assigned post. The Contractor agrees to provide site-specific training in accordance with the New York State Security Guard Act. The PSOs and account managers/supervisors will be familiar with the various subway lines, major businesses, institutions, tourist destinations and current events in the neighborhood; they will be able to provide clear directions. This information may be obtained from the Executive Director or and/or the Contractor's account manager assigned to District. PSOs will be required to have a strong understanding of New York City vendor rules and regulations and monitor illegal vending activity taking place in the District.
- c. Training for security officers prior to their assignment to the District must include handling emergency procedures, fire safety, and an understanding of relevant laws.
- d. Training required to bring a PSO up to applicable licensing standards is the responsibility of the Contractor. Site-specific training will be performed by the Contractor and supplemented by the Initiative.
- e. The Contractor shall insure that each officer signs his/her own name and posts times in and out on appropriate time and log sheets by use of a time clock or alternate system.
- f. PSOs shall maintain daily log books which will be supplied by the Contractor and approved by the Initiative. PSOs shall log any significant or unusual events that occur during their shifts, detailing times of occurrences and actions taken (i.e. incident reports).
- g. The Contractor's account manager shall be responsible for reviewing the daily activity from the individual reports. All data will be maintained so that timely weekly, monthly and year-to-date reports can be presented to the Initiative. All PSOs assigned to the District should be capable of maintaining a daily log book of conditions and incidents specified by the Initiative that come to their attention while on patrol. The Contractor will be responsible for providing the types of log books or forms to be used by the PSOs and Supervisors to record any such incidents and conditions.
- h. In addition to the above, PSOs may be asked to record specific data during their shifts relating to any projects or assignments being conducted by the Initiative.

- i. The Contractor's account manager will meet with the Initiative's Executive Director and other involved parties (Initiative Board Members, NYPD, and merchants) regularly and no less frequently than monthly to review monthly reports and provide specific information on incidents, etc. The account manager will be expected to walk the District with the Initiative's Executive Director periodically to observe the PSOs in the field and to develop an understanding of the unique environment of the District.
- j. The Contractor will be required to secure and maintain its own facility for equipment and personnel. Bidders should provide information on current or anticipated options for securing such space either within or outside of the District. The Initiative may assist with identification of such space, if necessary.

6. Term

The initial contract period shall be for a period of twelve (12) months commencing on or about October 15, 2015 and ending on October 14, 2016 with two renewal option terms for the twelve (12) months from October 15, 2016 and ending on October 14, 2017; and for the twelve (12) months from October 15, 2017 and ending on October 14, 2018.

7. Firm Price and Taxes

- a. Unless specifically provided elsewhere in the Contract, the price agreed upon by the Contractor and Initiative 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, as applicable, 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. Payment shall be made on a monthly basis, provided that detailed and complete invoices are submitted in a proper and timely manner. Payment is anticipated to be made within 30 days after receipt of the complete invoice. 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.

8. 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 Initiative. The Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

9. Indemnification

The Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the Initiative, and their 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, subcontractors, 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, subcontractors and permittees.

10. Warranties

- 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.
- b. 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.

11. Insurance

- a. The Contractor shall at all times during the term of the proposed agreement maintain such types of insurance in such amounts as are hereinafter set forth:

- i. Workers' Compensation – Statutory Limits
 - ii. Employers' Liability - \$1,000,000 each employee, accident and policy limit
 - iii. Employee Fidelity - \$50,000 per employee
 - iv. Auto Liability, including non-owned vehicles - \$1,000,000 per occurrence (Bodily Injury/Property Damage combined)
 - v. Comprehensive General Liability - \$2,000,000 per occurrence
 - vi. Umbrella Liability of not less than \$3,000,000 limit providing excess coverage over all limits and coverages noted above.
- b. All such insurance shall be combined single limit for both bodily injury and property damage. Certificates evidencing such coverage shall be submitted to the Initiative prior performance of any service contemplated hereby, and shall contain specific provisions that such insurance may not be cancelled or modified without thirty (30) days prior written notice to the Initiative. The City of New York, its various agencies, the Initiative and their officers, directors, employees and agents shall be named as additional insured with respect to all liability insurance coverage.
 - c. All insurance is to be provided by New York State licensed or admitted insurance carriers, well rated by recognized insurance rating services such as Bests. The Initiative may reject any insurance certificate preferred which does not meet the requirements of this section.

12. 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 Initiative may cancel without cause with 30 days' written notice.
- b. In the event of such cancellation, payment to the Contractor shall be adjusted on a pro rata basis or refunded to the Initiative on a pro rata basis, as applicable.

13. Changes in the Work Force and the Scope of Services

- a. The Initiative reserves the right to make reasonable changes in the general scope of the work and in the work force, including shifting work schedules to accommodate holiday staffing needs or other seasonal fluctuations. Any such changes shall be directed in writing.
- b. If the Initiative directs any changes with regard to the cost of or time required for performance, an equitable adjustment shall be agreed to in the Contract price or delivery schedule, or both.

14. 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.
- b. Such books and records shall include, but are not limited to, 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, and for purposes of verifying compliance with the terms of the Contract and with applicable laws.
- d. The Initiative reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

Exhibit A Map



Exhibit B Billing Rate Schedule

<i>CATEGORIES</i>	PSO
BASE PAY RATE/HOUR	
Paid Time Off (Vacation, Sick, Holiday, etc.)	
Training	
Taxable Subtotal	
FICA*	
State Unemployment* Insurance*	
Federal Unemployment Insurance*	
Workers' Compensation*	
Disability Insurance*	
Fidelity Bond	
Non-Contributory Hospital, Medical, Life Insurance	
Uniforms, Equipment	
Other: Please provide list of other cost items.	
Recruiting Costs (Background checks, etc.)	
Profit	
TOTAL STRAIGHT -TIME BILLING RATE	
TOTAL OT BILLING RATE	