



REQUEST FOR PROPOSALS

Public Safety Program

DATE RELEASED:
MONDAY, FEBRUARY 5, 2024

PRE-BID IN-PERSON CONFERENCE:
MONDAY, FEBRUARY 12, 2024, 11:30AM

PROPOSALS DUE:
NO LATER THAN 5:00PM ON THURSDAY, FEBRUARY 29, 2024
(EXTENSIONS WILL NOT BE GRANTED, NO CALLS PLEASE)

Lincoln Square District Management Association, Inc.
DBA Lincoln Square Business Improvement District
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SECTION 1 – OVERVIEW

A. INTRODUCTION

The Lincoln Square District Management Association, Inc., doing business as the Lincoln Square Business Improvement District (hereafter the LSBID), a private, not-for-profit 501(c) 3 tax-exempt corporation founded in 1996, is seeking Proposals from qualified Contractors for the provision of an unarmed, Public Safety/Ambassador program to provide supplemental security and public safety services to the LSBID area (See Appendix C – District Map). The LSBID’s current Contract for public safety services will end on March 31, 2024.

The mission of the LSBID is to make Lincoln Square cleaner, safer, and more beautiful, and to undertake various improvement projects. We focus our efforts on supplemental sanitation and security services; the beautification of public spaces, malls, and parks; and the promotion and marketing of the area's diverse business and cultural offerings. The LSBID acts as a catalyst working with business, community and city partners to promote positive change in Lincoln Square. Our programs and initiatives are designed to foster tourism, and to showcase the rich and varied resources of this vibrant Upper West Side neighborhood.

Qualified Contractors are invited to submit Proposals for the work in accordance with the terms and conditions of this Request for Proposal (RFP). Minority and Women-owned Business Enterprises (MWBE) are encouraged to apply. Proposers are requested to be creative, innovative and as comprehensive as possible in providing Proposals for the unique area known as Lincoln Square, which is the entertainment and cultural heart of New York City and a shopping and dining destination for thousands of residents and millions of visitors annually.

B. TERM

The Contract awarded shall be for a period of three (3) years, to commence on April 1, 2024 and end on March 31, 2027, with an option to extend for an additional year.

C. SCHEDULE & PROPOSAL SUBMISSION PROCESS

RFP Release Date:	Monday, February 05, 2024
Pre-Bid In-Person Conference:	Monday, February 12, 2024, 11:30AM
Completed Proposals Due via Email:	Thursday, February 29, 2024, 5:00PM

Proposals, including the completed Billing Rate Schedule (See Appendix A), should be emailed by the close of business, 5:00PM on Thursday, February 29, 2024, to the following:

Monica Blum, President, mblum@lincolnsquarebid.org,
Ralph Memoli, Executive Vice President, rmemoli@lincolnsquarebid.org, and
Aquilino Cabral, Vice President of Operations, acabral@lincolnsquarebid.org.

D. PRE-BID CONFERENCE & QUESTIONS

The LSBID will hold an in-person pre-bid conference on Monday, February 12, 2024 at 11:30am. The pre-bid conference will take place at the LSBID office, located at 1881 Broadway, Suite 2R, New York, NY 10023. Please RSVP to the LSBID’s Vice President of Operations, Aquilino Cabral at acabral@lincolnsquarebid.org.

During the pre-bid conference, the LSBID will be available to answer questions that Proposers may have. After the conference, questions will be accepted only via email and answers will be shared with all Proposers who have expressed interest in this Contract. All questions should be e-mailed to the LSBID’s Vice President of Operations, Aquilino Cabral at acabral@lincolnsquarebid.org.

E. MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications in order to submit a proposal:

1. Proposers shall be fully licensed under New York State Law and must submit updated copies of such license(s) to the LSBID with its proposal. The selected Contractor shall adhere to all of the applicable requirements of the New York State Security Guard Act and any regulations promulgated thereafter.
2. Proposers must be in good standing and current in all their obligations to or within New York State, the Federal government, and 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 (i.e. D&B REPORT or equivalent); Proposers must be registered in the City of New York’s Passport system, and must be in compliance with the insurance requirements in accordance with the City of New York and set forth in this RFP (see SECTION 4).
3. Proposers must have not less than five (5) years’ experience in the provision of public safety and security services within the greater NY Metropolitan area and must possess all permits and licenses required by federal, state and city laws or regulations and must comply with all federal, state and city laws.
4. Proposers must utilize technology that enhances its services to the LSBID. Proposers should demonstrate a thorough knowledge of the technical advances and strategies that are consistent with the kind of services that business improvement districts and similar organizations provide.

F. SELECTION PROCESS

The LSBID will review all Proposals for completeness and compliance with the scope of work and terms and conditions contained in this RFP. The LSBID reserves the right to request additional information or materials it may deem appropriate and necessary to evaluate each Proposer's

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qualifications, past experience, current activities, and vision, which may assist the LSBID in making an informed decision in the best interest of the LSBID.

Submission of a Proposal shall constitute the Proposer's consent that the LSBID may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications, and reserves the right to award the Contract based on the initial submission, without further discussion. The LSBID may award the Contract to the qualified Proposer whose Proposal it determines to be most advantageous to the LSBID. The LSBID reserves the right to award the Contract to other than the Proposer offering the lowest overall cost. The LSBID further reserves the right to reject all Proposals, to postpone and /or cancel this RFP.

Failure by the LSBID to select a Proposer, or to enter into a Contract with a Proposer once selected as a result of this RFP, will not create any liability on the part of the LSBID or any of its members, officers, employees, agents, consultants, or other Proposers. Submission of a Proposal by a Proposer shall constitute a waiver by such Proposer of any claim or cause of action against any of the forenamed for any costs incurred or for any matters arising in connection with the LSBID's review of the Proposal.

The LSBID shall not be responsible for any costs incurred by any Proposer in responding to this RFP. The review or selection of a Proposal will create no legal submission or equitable rights in favor of a Proposer, including, without limitation, rights of enforcement or reimbursement.

SECTION 2 – SCOPE OF WORK

A. COVERAGE REQUIREMENTS

1. The selected Contractor shall provide public safety supervisors and officers who will be assigned to roving foot patrols with specified posts and duties throughout the LSBID. The LSBID's current public safety program utilizes a number of eight-hour shifts to cover the entire district. The LSBID anticipates providing approximately 400 hours per week, including supervisory coverage. The current schedule is 11am-7pm and 1pm-9pm, Sunday through Saturday. Proposers may recommend a different allocation of hours or alternative hours based on project needs and proposed deployment models. The LSBID reserves the right to revise, alter or eliminate shifts, expand and reduce the number of hours of coverage, change posts, and make reasonable changes in the general scope of work and in the work force, including shifting work schedules to accommodate holiday staffing needs and changing routes to coordinate with City services. See Appendix B for the Current Officer Schedule.
2. The selected Contractor shall provide coverage seven days per week, 365 days a year from mid-morning until late evening. Shifts and posts may be adjusted at any time by the LSBID to meet the needs of the district. The LSBID may also request that the selected Contractor undertake pilot programs or participate in City initiatives that would enhance the LSBID's public safety program, including, but not limited to, homeless outreach.
3. The selected Contractor shall take necessary measures to maintain communication with the public safety team at all times in order to insure supervisors and officers are on post and following orders. The selected Contractor, to the extent possible, shall replace missing or absent staff within two hours and shall have extra officers trained in the LSBID's policies and procedures.
4. The selected Contractor shall provide a 24-hour dispatch number that can be utilized by the LSBID, its staff and the public safety site supervisor to reach the Contractor in emergency situations.

B. TARGET AREA

The LSBID encompasses a total of 84 block faces from the north side of West 58th Street to the south side of West 70th Street which includes all of Broadway in that area, the east side of Amsterdam Avenue, the majority of Columbus Avenue and parts of Central Park West. See Appendix C – District Map, which outlines the area of coverage.

C. SERVICES

The selected Contractor shall provide an unarmed, well trained, uniformed public safety team which serves a dual role as public safety officers and ambassadors to the public to address quality of life issues, act as a deterrent to crime, and serve as a visible presence in the LSBID district. The unarmed public safety team shall consist of supervisors and officers who will work in a cooperative

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and professional manner with the NYPD as well as other law enforcement agencies, and the public safety personnel of the corporate, retail, hotel, and not-for-profit institutions in the LSBID area. The duties and responsibilities of the public safety team required by the LSBID, may include, but are not limited to, the following:

1. Patrol the LSBID area and report emergency incidents to 911 and will also notify the City's non-emergency 311 number for quality of life issues that do not require an immediate response from first responders, including individuals who appear to be homeless. The public safety team will work closely with the LSBID's Clean Team and administrative staff on conditions for which the LSBID is responsible.
2. Interact with the NYC Homeless community, and individuals with mental health concerns with an emphasis on deterring solicitation and other anti-social behavior in the LSBID and de-escalate conflicts.
3. Fulfill an ambassador function and provide assistance and information in a customer service-oriented fashion to the thousands of visitors, tourists and others, who live, work in and visit Lincoln Square.
4. Observe and report on a variety of violations of local, state, or federal law, and prepare and maintain reports, logs and records of such activities.
5. Provide daily reports on foot traffic, pedestrian counts, restaurant operations, sidewalk vendors and other businesses, and anything else as required by the LSBID.
6. Provide public safety and security services at special events coordinated by the LSBID.
7. Participate in regularly scheduled training classes, and training assignments such as de-escalation techniques provided by the selected Contractor as well as those events organized by the LSBID.

D. OPERATIONAL REQUIREMENTS

1. The selected Contractor shall pay all salaries, taxes, fringe benefits, etc., including cost and maintenance of equipment, cost and maintenance of uniforms, name tags, identification cards, etc. The selected Contractor shall be responsible for labor coverage during vacations and holidays.
2. The selected Contractor will provide an experienced account manager who will be the principal liaison between the LSBID and the selected Contractor. The account manager will insure that positions are filled in a timely manner and will respond to concerns raised by the LSBID promptly. In addition, the account manager will meet on a weekly basis with the LSBID's Vice President of Operations, and senior staff members to provide updates on the program and specific information on personnel, incidents, etc. The account manager shall insure that invoices are received in a timely manner and are correct and that uniforms are procured promptly.

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3. The selected Contractor will provide roving Field Supervisors to conduct frequent unscheduled inspections of the public safety supervisors and officers assigned to the LSBID on all shifts seven days per week and provide the LSBID with the findings of these inspections.

E. PERSONNEL

The selected Contractor must certify in writing that all of the following will be met for each public safety supervisor and officer assigned to the LSBID.

1. Only New York State certified, trained and qualified employees of exemplary character will be assigned to the LSBID, and will have completed all state-mandated screening requirements, including a criminal background check and fingerprinting. All public safety supervisors and officers will be subject to pre-employment drug screening, which is conducted by the selected Contractor at its expense.
2. Supervisors and officers will maintain a neat, clean, and professional appearance of self, office equipment, and field office space. The public safety team will also assist in maintaining the proper operation of equipment, including two-way radios and GPS enabled phones, which are to be provided by the selected Contractor.
3. The selected Contractor will provide on-site, full-time working supervisors that will have training, leadership and management skills, and previous supervisory experience in public safety or law enforcement. Supervisors must be able to respond immediately and effectively in emergency situations. Public safety supervisors are expected to perform the full range of duties of officers, and shall be trained by the selected Contractor to plan, schedule, assign, review, and evaluate the work of officers. Supervisors are also responsible for reviewing and approving reports prepared by officers, as well as the training of new officers in work procedures.
4. Public safety supervisors and officers must be over 18 years of age with a high school or equivalency diploma. Public safety supervisors and officers must also be able to express themselves both verbally and in writing in a professional manner, and must speak and write English fluently, and have at least one year of prior experience as a security professional.
5. The public safety team must be in good health, without physical or mental disabilities that would interfere with the performance of duties and emergency responses as outlined in this Proposal. Public safety supervisors and officers will adhere to the highest standards of personal hygiene and appearance.
6. The selected Contractor must keep and provide the LSBID, through reporting software provided by the Contractor, with accurate counts of all public safety personnel time records, interactions, and conditions.

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7. Public safety supervisors and officers may not use personal electronic devices such as cell phones or headphones when on duty. Non-standard headgear, clothing, decorations, or excessive jewelry will not be permitted.
8. Public safety supervisors and officers will be familiar with the various New York City subway lines, MTA bus lines, major businesses, institutions, tourist destinations, and current events in the neighborhood; they must be able to provide clear directions.
9. Training provided by the selected Contractor for the public safety team prior to their assignment to the LSBID must include report writing, conflict de-escalation, handling emergency procedures, fire safety, understanding of relevant laws, pedestrian counting, and interacting with businesses, homeless individuals and vendors.
10. The selected Contractor shall provide a permanent workforce and not rely on temporary labor and will assume complete responsibility for ensuring that performance by its employees meets the needs and standards established by the LSBID. The Selected Contractor will also be responsible for filling all absences in a timely manner and will ensure that its supervisors and officers are available for extended shifts and overtime as required.
11. The selected Contractor will remain current on and comply with all current, city and state and federal regulations regarding COVID-19 protocol, including vaccination mandates, testing, and mask compliance.

F. EQUIPMENT & UNIFORMS

1. The selected Contractor will provide each public safety supervisor and officer with a working two-way digital radio with a handheld microphone. It is the responsibility of the selected Contractor to insure an adequate number of radios and back-up batteries are available at all times.
2. The selected Contractor is responsible for providing 10 or more (depending on the number of officers) smartphone devices with data plans and condition reporting for the public safety team. All supervisors must have access to the internet including search engines. Supervisors must have access to a dedicated email address through which they can communicate regarding incidents and conditions, including pictures. All devices must be maintained in good working order by the selected Contractor and its employees and replaced immediately if the equipment is lost or becomes inoperable.
3. All public safety supervisors and officers shall be attired in a complete uniform provided by the selected Contractor according to specifications provided by the LSBID. At a minimum, the selected Contractor has to provide and maintain at its own expense the following for each supervisor and officer:
 - Three pairs of trousers;
 - five shirts;

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- one spring/fall jacket;
 - one commando sweater;
 - one brochure/map pouch;
 - one winter parka;
 - gloves and neck gaiters;
 - one winter and one all season hat, including cap device;
 - one raincoat; and
 - black shoes and black winter boots.
4. The selected Contractor is responsible for insuring that uniforms and accessories are cleaned and maintained in an acceptable condition; this may include dry cleaning, laundry service and/or replacement, as needed. **These uniforms must display the LSBID logo with a color and seasonal designs approved by the LSBID.**

SECTION 3 - PROPOSAL REQUIREMENTS

Proposers submitting proposals to the LSBID are requested to be creative in submitting proposals that will reflect the unique character of the Lincoln Square area and shall be submitted in the following format. Any proposal not in the format defined in this section of the RFP will be considered non-responsive and may not be accepted. Electronic submissions are required in the order and form defined below.

- A. Discuss your firm's overall history, management approach and style, and unique skills that would allow it to succeed with this district. Define your goals and objectives as they relate to our organization.
- B. Describe the structure of your district/regional management and how they will interact with the on-site management; include names and contact information of those individuals who would be responsible for the oversight of the Contract and identify your firm's primary point of contact, a phone number and e-mail address where they may be reached, and the address (both mail and email) to which correspondence should be sent.
- C. Provide a list of the organizations and/or facilities of comparable quality and size to which your firm is currently under contract for the provision of public safety and security services. This list should include no less than three (3) references, including contact names, email addresses, and phone numbers, all of whom have been clients for at least one (1) year. The list may be used by the LSBID to conduct unannounced site visits and for reference checks.
- D. **Proposers must attach a fully completed Billing Rate Schedule (see Appendix A) showing monthly and annualized costs for all items listed.**
 - i. The starting wage for a new public safety officer assigned to the LSBID is currently \$19.00 per hour; however, officers assigned to the LSBID receive wage rates that range between \$19 per hour and \$22 per hour based on the mandated minimum wage, merit and length of service.
 - ii. **Based on the attached Billing Rate Schedule (see Appendix A), the Proposer shall submit bill rates at \$0.25 increments between \$19.00 and \$30.00, i.e. \$19.00, \$19.25, \$19.50, \$19.75, up to and including \$30.00. Please make sure to include information for all requested wage rates. See also Section 4A regarding pricing.**
 - iii. The LSBID at its discretion may decide to implement longevity or other wage increases for officers assigned to the Contract. The LSBID reserves the right to negotiate separate Bill Rates should longevity or other increases be implemented. In the event that the LSBID chooses to increase officers' hourly rates, the selected Contractor may only increase those items, such as FICA, SUI, and Workers' Comp, in the Bill Rate that increase as a result of higher wages. Line

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items that cannot be increased would include equipment, uniforms, recruiting, profit, etc.

- iv. Please indicate in your submission what outside factors, if any, determine your pay rates (i.e. length of employment, collective bargaining agreements, etc.). The Proposer's completed Billing Rate Schedule (see Appendix A) should clearly define the breakdown of the benefits package, including vacation, sick time and any health benefits provided to officers.
 - v. The LSBID is committed to a healthy workforce. All officers assigned to the LSBID Contract must receive health benefits in accordance with the Affordable Health Care Act, as well as paid time off and paid family leave in accordance with federal, state and city laws. Please include details on benefits your company provides, including union benefits if applicable. Proposers should clearly define how their health insurance benefit package is administered and must include in their Proposal the cost of health insurance to officers, health insurance costs incurred by the Contractor as well as any potential health insurance costs to be directly billed to the LSBID. The Bill Rate should only include the cost of health insurance if the Contractor provides and pays for health insurance for its officers.
 - vi. Proposers should highlight their company's planned integration of software and hardware technologies that will enhance the job performance of the LSBID public safety team, including the reporting of conditions, time keeping and invoicing. The Proposal should demonstrate a thorough knowledge of the technological advances and strategies that are consistent with the kinds of services and reporting that business improvement districts provide.
- E. Proposers must outline in detail their recruitment and screening methods, and must 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. Please also include successful procedures for backfilling positions which become vacant.
- F. Proposers should explain their uniform procurement and cleaning procedures including which vendor(s) the proposers use to obtain uniform parts, general lead time for obtaining specialized uniform parts such as branded shirts and jackets, and the steps proposers take to insure uniform parts worn by the officers remain clean, such as dry-cleaning or laundry service.
- G. Proposers must provide a current certificate of insurance showing evidence of general liability insurance as well as workers compensation.
- H. Proposers should submit sample report(s) and/or copies of all forms that they would use to service the LSBID.

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- I. The LSBID may consider a vehicle patrol and/or bike patrol as part of its program and is requesting that Proposers submit separate costs for these services as options.

SECTION 4 - MISCELLANEOUS

A. FIRM PRICE AND TAXES

1. The price agreed upon by the selected Contractor and the LSBID for the stated services shall be the confirmed price delivered in writing and will not be subject to change.
2. The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the selected Contractor. The selected 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.
3. If, during the course of the Contract, the LSBID decides to implement wage increases for the public safety supervisors and officers assigned to the Contract, only those line items in the bill rate schedule that increase as a direct result of the new wage may be increased. This would include items such as FICA, SUI, and Workers' Comp, etc. Line items that cannot be increased would include equipment, uniforms, recruiting, profit, etc.

B. ASSIGNMENT

1. The selected Contractor shall not assign, transfer, convey, or otherwise dispose of the 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 President of the LSBID.
2. The LSBID may assign its rights under the Contract to the City of New York.

C. SUBCONTRACTING

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

D. INDEMNIFICATION

The selected Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services, the LSBID and the agents, officers, employees and volunteers of these entities as well as any other entities requested by the LSBID including those that provide field locations for the public safety program 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 selected Contractor, its agents, employees, contractors, subcontractors, or permittees in connection with the Contract. The selected Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all

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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.

E. INSURANCE

The selected Contractor agrees to carry all necessary insurance, including general liability and special public liability insurance to include coverage for false arrest, libel, slander, civil rights violations and other defamation and invasion of privacy. The selected Contractor must provide the LSBID with written evidence of said insurance that complies with the following:

1. Throughout the term of the Contract, the selected Contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect Broad Form Comprehensive General Liability Insurance in amounts not less than \$5,000,000 for each occurrence involving injury and/or property damage. The selected Contractor shall maintain 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 \$5,000,000 for each occurrence involving injury and/or property damage. The LSBID, the City of New York, the New York City Department of Small Business Services as well as any other entities requested by the LSBID including those that provide field locations for the public safety program shall be named as additional insureds on all such policies, and the selected Contractor shall be named as an additional insured on such policies obtained by its subcontractors and permittees.
2. During the performance of the work covered by the Contract, the selected Contractor shall maintain and shall require any subcontractors to maintain Workmen's Compensation with employer's liability limits of \$500,000 per accident, covering all aspects of its performance under the Contract.
3. All insurance policies entered into by the selected Contractor in relation to the Contract shall provide that any change in or cancellation of any such policies shall not be valid until the LSBID has had 30 days' written notice of such change or cancellation.
4. The selected Contractor shall procure and deliver to the LSBID, the City and the New York City Department of Small Business Services certificates of insurance executed by the insurance companies providing such insurance.
5. If the Commissioner of the New York City Department of Small Business Services reasonably determines that additional insurance is properly required; the selected Contractor shall obtain such additional insurance as is requested.

F. WARRANTIES AND COVENANTS

1. The selected Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practice.

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2. The selected 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, New York City's Earned Sick Time Act and the Affordable Care Act.
3. The selected Contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the district. In addition, the selected Contractor agrees to provide only officers who are legally authorized to work inside the United States.

G. PERMITS

1. The selected Contractor shall be responsible for obtaining any and all permits required for its performance pursuant to the agreement to be entered into, whether mandated by federal, state or local law or regulation, and whether in effect at the time of this RFP or thereafter enacted.
2. The LSBID shall be provided with a copy of any aforementioned permits prior to commencing work under the Contract.

H. INDEPENDENT CONTRACTOR AND LICENSEE

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of the Contract, neither the selected 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 LSBID, the City of New York, or any Member or Officer of the LSBID by virtue of the Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the LSBID, 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 LSBID, 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 LSBID and shall be deemed solely responsible

I. TERMINATION AND CANCELLATION

1. The Contract is subject to cancellation by either party for cause (i.e. material failure to perform) upon 20 days' written notice, and the LSBID may cancel without cause with 30 days' written notice.
2. In the event of such cancellation, payment to the selected Contractor shall be adjusted on a pro rata basis or refunded to the LSBID on a pro rata basis, as applicable.

J. CLAIMS OR ACTIONS

1. The Selected Contractor shall look solely to the funds appropriated by the LSBID for the Contract for the satisfaction of any claim or cause of action the selected Contractor may have against the LSBID in connection with the Contract or the failure of the LSBID to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the LSBID or the selected Contractor shall have any personal liability in connection with the Contract or any failure of the LSBID or the selected Contractor to perform their obligations thereunder. The selected Contractor agrees that no action against the LSBID in connection with the Contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the Contract, or (ii) the cause for said action takes place, whichever occurs earlier.
2. The parties agree that any claims by or against the City arising under the Contract or related thereto shall be governed by the same venue provisions as those enumerated in Article 8.01 (see Appendix D) of the LSBID Contract with the City.

K. COMPLIANCE WITH LAWS

The selected 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.

The LSBID is committed to diversity and equal employment opportunities among its Contractors, and encourages all firms, including firms that are MWBE certified, to submit proposals in response to this RFP.

The selected Contractor shall hold harmless and indemnify the LSBID from any fines, penalties and expenses which the LSBID may suffer by reason of the breach or non-observance by the Contractor of its obligations under Section 4.D & E of this RFP.

L. PAYMENT SCHEDULE

1. Payments shall be made on a monthly basis, provided that detailed and complete invoices, including time sheets signed by each employee, are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice.
2. 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 officer and the total billable cost of each officer for the invoice period.

M. BOOKS, RECORDS, AUDITS AND INSPECTIONS

1. The selected 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.

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2. 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.
3. All books and records of the selected Contractor related to this account shall be available upon 3 business days' notice for the purposes of auditing or inspection by the LSBID and The City of New York's Department of Small Business Services (SBS) for purposes of verifying compliance with the terms of the Contract and with applicable laws.
4. The LSBID reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.
5. The selected Contractor shall provide the LSBID with a bi-annual fiscal report indicating cash disbursements made by the selected Contractor relating to the operating expenses associated with the Contract.

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APPENDIX A - BILLING RATE SCHEDULE

CATEGORIES	BASE PAY RATE/HOUR*			
	\$19.00	\$20.00	\$25.50	\$30.00
Vacation, Sick Pay, Holidays Not Worked, Bereavement Pay, Rewards & Other Paid Days				
Training				
Taxable Subtotal				
FICA (7.65%)				
State Unemployment Insurance**				
Federal Unemployment Insurance**				
Workers' Compensation**				
Disability Insurance**				
Fidelity Bond				
Non-Contributory Hospital (Health Insurance), Medical, Life Insurance				
Uniforms, Maintenance & Replacement, Equipment				
Two-way portable radios/ Communication system				
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Costs				
Profit				
TOTAL STRAIGHT -TIME BILLING RATE				
TOTAL OT BILLING RATE				

* Please include wage rates in \$0.25 increments from \$19.00 to \$30.00 (i.e. \$19.00, \$19.25, \$19.50, \$19.75, \$20.00, \$20.25, \$20.50, \$20.75, \$21.00, \$21.25, \$21.50, \$21.75, \$22.00, \$22.25, \$22.50, \$22.75, \$23.00, \$23.25, \$23.50, \$23.75, \$24.00, \$24.25, \$24.50, \$24.75, \$25.00, \$25.25, \$25.50, \$25.75, \$26.00, \$26.25, \$26.50, \$26.75, \$27.00, \$27.25, \$27.50, \$27.75, \$28.00, \$28.25, \$28.50, \$28.75, \$29.00, \$29.25, \$29.50, \$29.75, \$30.00)

** Insert Percentage as well

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APPENDIX B – CURRENT OFFICER SCHEDULE (Subject to Change)

Monday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

Tuesday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

Wednesday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

Thursday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

Friday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

Friday – 8 per day

11x7 1 Supervisor, 3 Officers

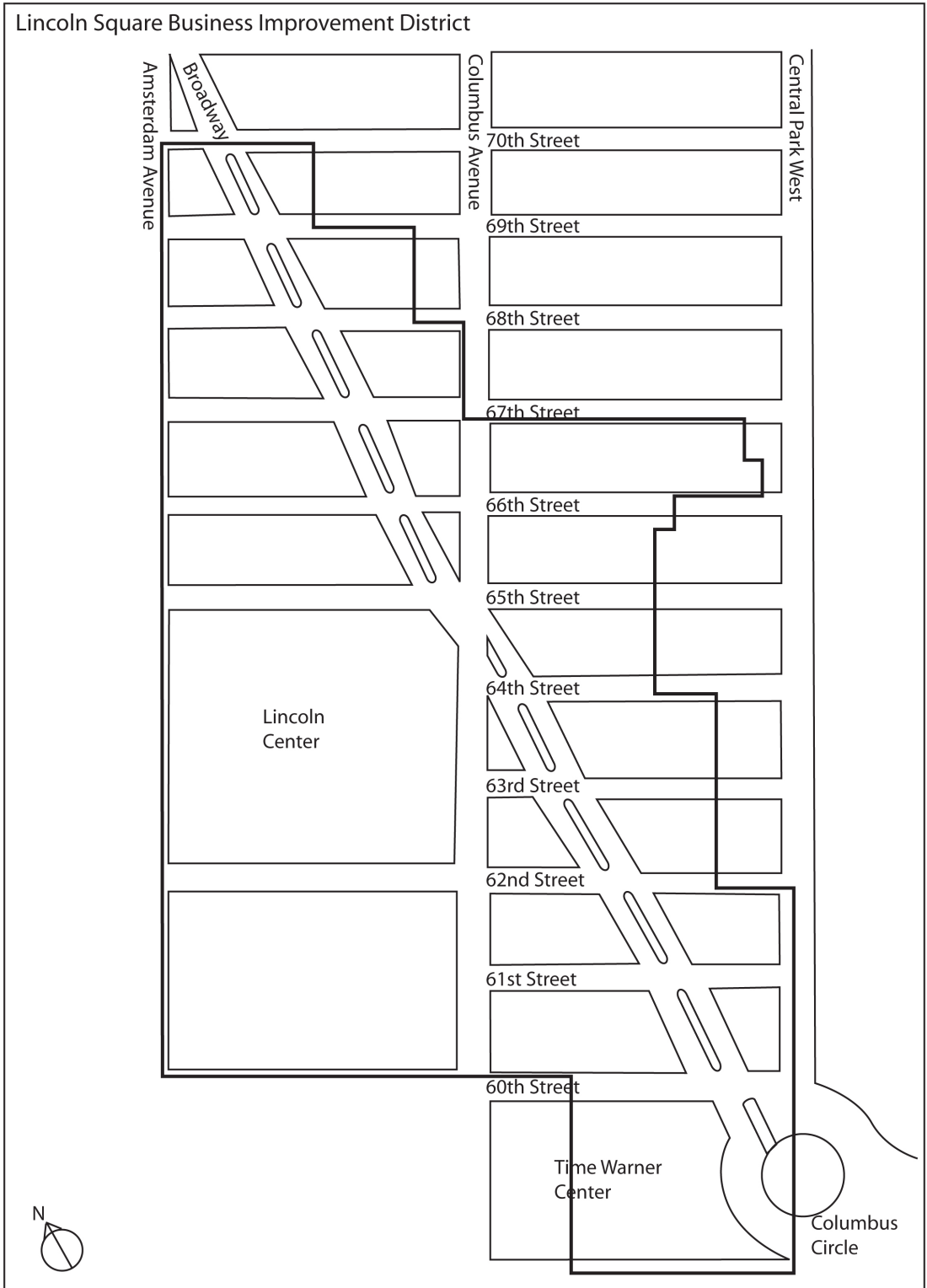
1x9 1 Supervisor, 3 Officers

Sunday – 8 per day

11x7 1 Supervisor, 3 Officers

1x9 1 Supervisor, 3 Officers

APPENDIX C – DISTRICT MAP



*APPENDIX D - ARTICLE 8, SECTION 8.01 OF THE LSBID CONTRACT
WITH THE CITY OF NEW YORK*

ARTICLE 8
APPLICABLE LAWS, RULES AND REGULATIONS

Section 8.01 Governing Law; Venue

(a) This Contract shall be governed by and construed in accordance with the laws of the State of New York.

(b) The Parties agree that any and all claims asserted by or against the City arising under this Contract or related hereto shall be heard and determined either in the courts of the United States ("Federal Court(s)") or in the courts of the State of New York ("New York State Court(s)") located in the City and County of New York. To effect this agreement and intent, the DMA agrees, and shall require each subcontractor, contractor or Permittee of the DMA to agree as follows:

(1) If the City initiates any action against the DMA and/or any subcontractor, contractor or Permittee of the DMA in Federal Court or in New York State Court, service of process may be made on such party either in person, wherever such party may be found, or by registered mail addressed to the party at its address as set forth in this Contract, or to such other address as the

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party may have provided in writing to the City or the DMA, as the case may be.

(2) With respect to any action between the City and the DMA and/or any subcontractor, contractor or Permittee of the DMA in New York State Court, the DMA hereby expressly waives and relinquishes and shall cause each subcontractor, contractor or Permittee of the DMA to waive and relinquish any rights it might otherwise have (A) to move to dismiss on grounds of *forum non conveniens*, (B) to remove to Federal Court, and (C) to move for a change of venue to a New York State Court outside New York County.

(3) With respect to any action between the City and the DMA and/or any subcontractor, contractor or Permittee of the DMA in Federal Court located in New York City, the DMA expressly waives and relinquishes and shall cause each subcontractor, contractor or Permittee of the DMA to expressly waive and relinquish any right it might otherwise have to move to transfer the action to a Federal Court outside the City of New York.

(4) If the DMA and/or any subcontractor, contractor or Permittee of the DMA commences any action against the City in a court located other than in the City and State of New York, upon request of the City, the DMA shall and shall cause each subcontractor, contractor or Permittee of the DMA to either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the DMA shall and shall cause each subcontractor, contractor or Permittee of the DMA to consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City.

(c) If any provision(s) of this section is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.