



Request for Proposals for Security Services

Tues. July 21, 2015

1. INTRODUCTION

The Flatbush Avenue Business Improvement District (BID), a not-for-profit 501(c)(3) corporation, is seeking proposals for a security company to provide unarmed security guards/ambassadors for the BID. A site inspection to include a walk the length of the BID is required of each Bidder prior to submitting a Proposal. **All Proposals must be for a two-year period to commence Sept. 1, 2015 and which includes the hiring of current Officers for a minimum 6-month period.** In addition, evaluation and possible training/replacement of current officers is to be incorporated into and made a part of the Proposal (see Sections 4(d)(ii) and 5(c) for more detail).

2. PROPOSAL SUBMISSION PROCESS

One copy of the proposal, including the completed Billing Rate Schedule on page 12 of the RFP and written evidence of NYC Vendex approval, must be submitted to the BID no later than 5pm on **Friday Aug. 14, 2015**. Completed submissions should be addressed to:

Lauren Elvers Collins
Executive Director
Flatbush Avenue BID
2211 Church Avenue, Room 201
Brooklyn, NY 11226

The proposal may also be submitted by email, by 5:00 p.m. on Friday, Aug. 14, 2015 to laurenc@churchavenue.org with "Security RFP" in the subject line. Ideally, the security contract would commence on Sept. 1, 2015 but the BID reserves the right to begin the contract at a later date.

The BID reserves the right to request additional information or materials it deems appropriate to evaluate each Proposer's qualifications, experience, and current activities. All Bidders must submit references, which include locations of three current or recent jobs that are similar in scope, size, and needs to those of the Flatbush Ave. BID, along with contact information for the appropriate people for each recent job. Experience providing security services to BIDs or merchant associations is preferred.

Questions regarding this RFP should be submitted via email to the BID's Executive Director Lauren Elvers Collins at laurenc@churchavenue.org by Wed. Aug. 5, 2015 with "Security RFP: Questions" in the subject line. A list of questions and responses will be distributed to all Proposers by Mon. Aug. 10, 2015.

3. **SELECTION PROCESS**

The Flatbush Ave. BID will review all Proposals for completeness and compliance with the requirements of this RFP. Submission of a Proposal shall constitute the Proposer's consent that the BID may make inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications. The BID shall award the contract to the Proposer whose proposal is determined to be most advantageous to the BID. However, the BID reserves the right to reject all Proposals and to postpone and/or cancel this RFP.

The BID is not 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.

4. **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 set forth below.

a. **Executive Summary**

- i. Discuss your firm's overall management approach and style, and unique skills that would allow it to succeed with this BID.
- ii. Describe the structure of your district/regional management and how they will interact with the on-site Officers.
- iii. Provide the name and resume of the proposed Supervisor who will oversee the Officers assigned to this contract. See Section 9(a)(v) for description of this person's responsibilities.
- iv. Provide the name of your company's proposal contact, a phone, fax number, and e-mail address where they may be reached, and the address to which correspondence should be sent.

b. **Fixed Fee**

- i. Provide a lump sum cost (to be paid monthly) to provide all services required by this RFP as necessary to carry the requirements of the RFP.
- ii. Provide a total estimate annual cost for the program, based on the program requirements and details as outlined in this RFP. Please provide annual pricing for each year of the first two-year term of the contract, as well as each subsequent year if the three-year renewal period were to be awarded (whether or not the annual pricing would be different from the first term).

c. **Modifications to Contract**

- i. Provide comments, if required, which address changes to the contract which you will require if awarded the project.
- ii. Security Specifications: Address any areas of concern regarding the services as presented in this RFP. The intent is to produce first-class service at the most reasonable fixed cost possible with every effort made to retain the BID's current Officers. If proposer recommends additional Officers or changed shifts,

that should be noted here.

d. **Miscellaneous Information**

- i. All Bidders must submit as references the names and locations of three current or recent jobs which are similar in scope, size, and needs to those of the Flatbush Ave. BID, along with contact information for the relevant contact people and dates of service. Experience providing security services to BIDs or merchants associations is preferred. The list may be used to tour a select number of clients.
- ii. Provide a plan for evaluating the BID's two current Officers during the first six months of work, the reporting of these results to the BID, and a schedule and plan for increasing their effectiveness or replacing either of them by the end of the first year of the contract. This evaluation plan must include how effectiveness will be measured during the six month period, how the results of the evaluation will be reported to the BID, as well as suggested steps that would be taken based on the results of the evaluation. If the Proposer feels that a different timeline for evaluation is better, an alternate plan and rationale must be included in the Proposal.
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.
- iii. Complete and submit the Billing Rate Schedule attached to this RFP.
- iv. Current Officers should be paid as follows for year one of the Contract. If Proposer recommends a decrease/increase in hourly pay after the first year (based on industry standards, qualifications, and experience), please include that in this section:
Officer #1 (5 days x 8 hours/day): \$12/hour
Officer #2 (3 days x 8 hours/day): \$15/hour

5. **BID OVERVIEW AND CURRENT SECURITY ARRANGEMENT**

- a. The Flatbush Avenue Business Improvement District (the "BID" and also called the Flatbush Avenue District Management Association) is located in Flatbush, Brooklyn and runs on Flatbush Avenue from Parkside Avenue to Cortelyou Road. The BID also extends the length of the first property lot down each side street which originates within this section of Flatbush Ave. Membership is approximately 250 property owners and merchants and businesses are predominantly health and beauty, discount, apparel, furniture, and fast food. Major landmarks include the Kings Theatre and Flatbush Caton Market. The BID runs and/or participates in several events each year including the Flatbush Avenue Street Fair from Clarkson Ave. to Beverley Rd. (attendance 13,000), 3-4 sidewalk sales weekends in which merchants can sell from the sidewalk, an outdoor concert at Flatbush Caton Market (every June), an annual meeting (every Dec.), and holiday events at Flatbush Reformed Church (Thanksgiving luncheon, tree lighting, etc.).

- b. The BID has contracted with a temporary security firm to directly employ the BID's two long-term Officers. Officer #1 works 8-hours/day for 5 days/week and Officer #2 works 8-hours/day for 3 days/week, all shifts are from 11am to 7pm. The two Officers patrol the BID every week. They do not use a vehicle and are unarmed. Both have current security guard licenses.
- c. The BID would like to retain its current Officers as they have years of experience in the BID giving them great familiarity with the features of the BID and they are known by some of the stakeholders. However, we must balance that with assuring that the BID is getting the most effective Security Services possible and that our Officers are presenting the best face possible. Since the BID acknowledges that it is difficult for Proposer to evaluate their effectiveness prior to hiring the Officers, the Proposal must include a plan for evaluating the two current Officers over the first six months of work, the reporting of these results to the BID, and a schedule and plan for increasing their effectiveness or replacing either of them by the end of the first year of the contract.

6. SCOPE OF WORK: GENERAL TERMS

- a. The BID is seeking a Security Firm ("Contractor") to provide and supervise unarmed security guards ("Officers") to serve as public safety officers and ambassadors providing assistance to shoppers, BID merchants and property owners, local residents, and other visitors:
 - i. They will be responsible for notifying BID staff about quality of life issues such as excessive garbage, incidents, events, and/or unsafe conditions.
 - ii. They shall act as a deterrent to crime and shall work in concert with the NYPD and the BID's members.
 - iii. Officers will be required to perform his/her shifts outdoors at all times.
 - iv. They will be required to patrol the entire BID district as indicated in the attached map, giving equal attention to the entire district, and to record and assist with various conditions including monitoring vendors, condition of street furniture (such as trash cans, mail boxes, street lights), homeless conditions, business compliance with city regulations, and general quality of life.
 - v. Officers will communicate with the 70th Precinct, 911, and/or 311, as needed, always notifying the BID of these communications.
 - vi. Officers may periodically be asked to monitor street conditions as part of their rounds, such as reporting on unhealthy sanitation conditions, dangerous snow/ice, etc.
 - vii. Officers may be asked to conduct check-in visits on BID members and to track these visits.
 - viii. On occasion, Officers will be instructed to focus on a particular section of the BID in response to recent incidents or activities.
 - ix. Officers will provide information and assistance to the public including merchants, property owners, shoppers, residents and other visitors. This may include distributing materials, answering questions, or giving directions.

- x. The Contractor will be responsible for general management and oversight of the Officers in conjunction with the BID's Executive Director and Deputy Executive Director.

7. COVERAGE REQUIREMENTS

- a. Current coverage is as follows:

Mon. 11am – 7pm: 2 guards
Tues. 11am – 7pm: 2 guards
Wed.: no coverage
Thurs. 11am – 7pm: 1 guard
Fri. 11am – 7pm: 1 guard
Sat. 11am – 7pm: 2 guards
Sun.: no coverage

- b. Any changes to the current Officers' shifts should give them a reasonable opportunity to adjust their schedules. While we are not able at this time to afford increasing the shifts, we welcome suggestions regarding the scheduling, deployment, and/or number of guards based on Proposer's evaluation of the BID's characteristics and needs and Proposer's experience providing Security Services to similar districts. The BID reserves the right to increase, decrease, or revise the current schedule.
- c. If additional seasonal guards are suggested, that should be included in the Proposal.

8. OPERATIONAL REQUIREMENTS

- a. The Contractor shall be fully capable and experienced in the business of furnishing uniformed, unarmed security officers to provide security services during the period outlined in the contract and must provide adequate supervision over its work force. The Contractor must be fully licensed under NYS law and must submit updated copies of all relevant licenses to the BID. The Contractor shall adhere to all current and future applicable legal requirements.
- b. The Contractor shall be responsible for all salaries, taxes, benefits badges, identification cards, etc.
- c. If holidays fall on Guards' regularly scheduled shifts or if they are asked to and able to work on any vacation days, they will get paid time-and-a-half for holidays including New Year's Day, Martin Luther King Jr. Day, President's Day, Easter Sunday, Memorial Day, July 4, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.
- d. The BID shall pay for uniforms (green BID T-shirt).
- e. The Contractor shall assign only New York State certified, carefully screened, trained and qualified employees of high character with a preference for the BID's current security guards. All Officers assigned to the BID must have completed all state-mandated training requirements and have at least six months verified prior experience

in a security position. Pre-employment qualifications for the security force shall include but are not limited to individuals over 21 years of age who have a high school or equivalency diploma. All employees will be subject to a pre-employment drug screening and complete background check. Based on reasonable suspicion as determined by the BID or Contractor, follow-up drug screening may be required. Photographs and fingerprints should be on file with the appropriate state agency. The BID's Executive Director will interview and approve all candidates prior to being assigned to the BID and may reject any personnel offered at any time for any reason. The Contractor shall replace personnel by the next shift. Officers must speak and write English fluently.

- f. The officers must be in good health, without physical or mental disabilities that would interfere with the performance of officer duties and emergency responses as outlined in this Proposal.
- g. Officers 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 must conduct a criminal check that must include the officer's county of residence, whether the officer resides in New York, New Jersey, or Connecticut and the five counties comprising New York City. The Contractor agrees to allow the Executive Director to review these results for any and all officers assigned to the BID.
- h. The Contractor shall insure that no employee assigned to the BID carries a weapon as defined by NYS penal law. Failure to comply with this requirement will subject the officer to immediate removal from the Contract.
- i. The Executive Director may either remove or order that an Officer be immediately relieved of duty for involvement in actions deemed unauthorized, detrimental, of suspicious intent, or improperly affecting his/her work performance. Violations of strict discipline, any of the dress codes established by the BID, or behavior that is disruptive or damaging to the BID are justification for removal. In these situations, the Officer must be replaced within three days by the Contractor.
- j. The Contractor shall assume complete responsibility for insuring that the performance is as required under the Contract and is responsible for insuring that the agreed upon number of Officers shall be present at each shift. The Contractor agrees to provide immediate replacement for any Officer who is sick or fails to report to work.
- k. The Contractor agrees as a condition of receiving the Contract to allow the Executive Director or her designee to review the payroll and personnel records of Contractor's employees assigned to the account.

9. SPECIFIC PROGRAM REQUIREMENTS AND PROCEDURES

- a. Immediately upon award of the Contract, the Contractor will coordinate with the BID to arrange a security program which includes the following:

- i. Review of credentials and hiring of the BID's two current Officers. As soon as possible, Contractor is responsible for collecting and required licenses or other materials that are not available at the time of award of the Contract.
- ii. Once approved by the BID, Officers will provide roving foot patrols throughout the BID. Officers will be assigned to specific zones and specific duties, as needed. Officers will work eight hours but may be asked to work additional hours until relief arrives.
- iii. Officers will be familiar with the approved security procedures including exact duties of the position, the borders of the BID and streets within it, public transportation, landmarks and major businesses, and upcoming BID and neighborhood events.
- iv. Training for Officers prior to their assignment must include handling of emergency procedures, fire safety, and an understanding of relevant laws, including a general understanding of vending rules for the Flatbush Ave. BID (which will be provided by the BID upon request of Contractor). Any needed site-specific training will be provided by Contractor in accordance with State law and/or as requested by the BID; the BID may provide supplemental training.
- v. Contractor shall provide an overall project manager/supervisor to oversee the BID's Officers and all aspects of their work including training, shifts, time keeping, reporting, and status of uniforms and will be in contact with and available to the BID's Executive Director and/or Deputy Executive Director on all aspects of overseeing the security program. Supervisor must be able to respond immediately and effectively in emergency situations and is responsible for the overall appearance of the Officers.
- vi. Supervisor shall be responsible for reviewing daily activity of the Officers and this data will be maintained so that weekly, monthly, and year-to-date figures can be presented to the BID as requested by the BID. All Officers should be capable of generating clear, concise reports concerning conditions and incidents specified by the BID that come to their attention while on patrol. In addition, Officers may be asked to record specific data.
- vii. Every Officer must have a way to be contacted by and to contact the BID and/or Contractor. The BID does not supply 2-way radios or cell phones. All equipment must be maintained in good working order by Contractor and Officers and if contact numbers change, BID staff must be informed of these new number(s).
- viii. Contractor shall take necessary measures to insure that Officers are on post and following direction throughout their shifts and shall insure that Officers check in and out when they begin and end their shifts. The BID office is available from 9am to 5pm Mon. through Fri. so arrangements must be made for a reliable system to allow monitoring and check in/check out outside of these hours.
- ix. The BID shall provide all Officers with a uniform which shall include a BID T-shirt and jackets: 5 short-sleeved BID T-shirts for warmer months, 5 long-sleeved T-shirts for colder months, 1 BID Security windbreaker, and 1 BID cold weather Security jacket. Contractor is responsible for insuring that uniforms are

cleaned and maintained in acceptable condition. At the time of this RFP, jackets are not yet in house but are expected by fall 2015. Headgear, if desired, must be without decoration or logos and must be either solid blue or green; BID-branded headgear may be provided by the BID at a later date. Uniform will include dark shoes or sneakers which will not be the responsibility of the BID. BID jacket(s) must be returned to the BID in good condition upon termination of any of the Officers or of the agreement with Contractor.

- x. Officers will adhere to the highest standards of personal hygiene and appearance while on duty.
- xi. Contractor may be asked to meet with the BID's Executive Director (which may include a walk through the BID) to discuss Officers' performance, incidents, Contractor's recommendations, etc. Supervisor will periodically observe Officers in the field and will keep track of changing conditions in the BID. Contractor will use this information to recommend changes to staffing, shifts, and/or responsibilities, as needed.
- xii. Contractor agrees to carry all needed insurance including general liability and special public liability insurance. The contractor must provide the BID with written evidence of said insurance that names the BID and the City of New York as additional insured.

10. TERM

The initial contract period shall be for a two-year term beginning Sept. 1, 2015 with a three-year option to renew through Aug. 31, 2020, at the discretion of BID.

11. SUBCONTRACTING

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

12. WARRANTIES

Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practices. Contractor further warrants that such services shall comply with all requirements of federal, state and local laws and regulations.

13. INSURANCE

- a. Contractor shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by the BID. The Contractor must provide the BID with written evidence of insurance policies listed below that name the BID and the City of New York as additional insured.
- b. Certificate of Workers' Compensation Insurance affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

- c. Commercial General Liability insurance with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence, etc.

14. EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, the BID shall receive thirty days prior written notice thereof. Contractor shall furnish the BID with Certificates of Insurance prior to commencement of work and upon the BID's request, shall provide the BID with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above. Each certificate shall be marked "Premium Paid."

15. INDEMNIFICATION

Contractor and its affiliates and/or agents agree to hold harmless and indemnify the BID and the City of New York from all claims, damages, costs, or expenses for the negligent or wrongful acts, omission of Contractor or its agents or employees. This indemnification shall survive the execution or termination of this agreement.

16. 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 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 BID, the City of New York, or any member of officer of the BID by virtue of the Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the BID, 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 BID, the City, or the Contractor, as the case may be, without power or authority to bind the City or the BID and shall be deemed to be solely responsible for all acts taken or omitted by them in the performance of or otherwise pursuant to the Contract.

17. ASSIGNMENT

The 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 Executive Director of the BID.

The BID may assign its rights under the Contract to the City.

18. CLAIMS OR ACTIONS

Contractor and its agents/affiliates agree to hold harmless and indemnify BID from all claims, damages, costs, liability or expenses for the negligent or wrongful acts, omission of Contractor or its agents or affiliates. This indemnification shall survive the expiration or termination of this Agreement.

19. TERMINATION AND CANCELLATION

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

20. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, executive orders, regulations and rules.

21. PAYMENT SCHEDULE

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. Monthly invoices which are emailed to the BID's Executive Director are appreciated and will facilitate payment.

The invoice shall include the full names of each Officer on the Contract, their hourly wage, the days and hours worked during the invoice period (broken down by day), the hourly billable rate per Officer, and total billable cost of each Officer for the invoice period.

22. CHANGES IN WORK FORCE AND SCOPE OF SERVICES

The BID reserves the right to make reasonable changes in the general scope of work and in the work force, including shifting work schedules to accommodate seasonal needs. Any changes shall be directed in writing via email or mail.

23. BOOKS, RECORDS, AUDITS AND INSPECTIONS

- a. 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 not be limited to, employees' time worked and payment received, accounts receivable and payable, sales receipts, and liabilities and payments rendered for the purposes of the Contract.
- c. All books and records of Contractor related to this account shall be available upon three business days' notice for the purposes of auditing or inspection, and for the purposes of verifying compliance with the terms of the Contract and with applicable laws.
- d. The BID reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

24. BENEFITS PROGRAM

Contractor shall describe in detail any and all benefits offered to employees including health care, life insurance, holiday pay, vacation and sick time, and any other benefits offered.

25. HOURLY AND ANNUAL PRICING

- a. Each Proposer, in addition to completing the attached Billing Rate Schedule, should also provide a total estimate for the program, based on the program requirements and details as outlined in this RFP. Please provide annual pricing for each year of the first term of the contract as well as each subsequent year if the renewal period were to be awarded (whether or not the annual pricing would be different from the first term).
- b. The BID may decide to request wage increases for Officers assigned to the contract based on other factors, to be reviewed and agreed upon by Contractor.

BILLING RATE SCHEDULE

CATEGORIES	OFFICER #1 (\$12)*	OFFICER #2 (\$15)*	PROPOSED OTHER OFFICER
Paid Time Off (Vacation, Sick, Holidays, etc.)			
Training			
Taxable Subtotal			
FICA			
State Unemployment Insurance			
Federal Unemployment Insurance			
Workers Compensation			
Disability Insurance			
Fidelity Bond			
Non-Contributory Hospital, Medical, Life Insurance			
Uniform and Equipment Maintenance**			
Communication System			
Recruiting, Criminal Records Checks, Psychological Testing, Background Investigation, Drug Test, Other Hiring Cost			
Other (please provide list of other cost items)			
Profit			
TOTAL STAIGHT-TIME BILLING RATE			
TOTAL OT BILLING RATE			

**Categories are based on current pay rate for current Officers. Please use additional column if you propose additional Officer or different wages.*

***Uniforms will be provided by BID but maintained by contractors.*