

REQUEST FOR PROPOSAL

Public Ambassador & Safety Program

Meatpacking Business Improvement District

February 5, 2024

Term of Service:

1 July, 2024 – 30 June, 2025

Request for Proposals Public Ambassador & Safety Program
for the Meatpacking BID Issued:

QUICK FACT SHEET

Summary of Services Needed	Supplemental public ambassador, traffic management, and pedestrian safety services within the Meatpacking District
Issue Date	5 February, 2024
Questions Due	9 February, 2024
Responses to Questions Distributed	16 February, 2024
Proposals Due	1 March, 2024
Respondent Contact	Evan Sweet, Dir of Neighborhood Planning and Operations evan@meatpacking-district.com Evan Sweet Meatpacking District Management Association 32 Gansevoort Street, 5 th Floor New York, NY, 10014
Selection of Contractor Announced	April, 2024
Contract Commences	July 1, 2024
Term of Contract	1 year + two 2-year extensions

Request for Proposal

Public Ambassador & Safety Program

I. Overview

The Meatpacking District Management Association (MDMA or BID) seeks proposals to operate public ambassadorship, public safety, traffic management pedestrian safety, and special event management service within the Meatpacking District.

I.1 Term:

The period of the contract is 1 year commencing on July 1, 2024, and ending on June 30, 2025, with two additional two-year options to be exercised at the discretion of the BID.

I.2 Schedule:

- RFP issued – Monday, February 5, 2024
- Questions due to BID – Monday, February 12, 2024
- Responses from the BID – Friday, February 16, 2024
- Proposals Due – Friday, March 1, 2024
- RFP Review and interview process – March 2024
- Selection announced – April 2024
- Service begins – July 2024

I.3 Format:

Proposals will only be accepted electronically. They should be formatted into one document and submitted to:

Jeffrey C. LeFrancois
Executive Director
Meatpacking District Management Association
32 Gansevoort Street, 5th Floor
New York, NY 10014
bid@meatpacking-district.com

I.4 Inquiries:

Proposers may direct questions regarding the RFP to:

Evan R. Sweet
Director of Neighborhood Planning & Operations
Meatpacking District
32 Gansevoort Street, Fifth Floor
New York, NY 10014
evan@meatpacking-district.com

NOTE: To receive responses to questions all interested respondents must fill out the expression of interest form at the following link: <https://forms.gle/9TwwLvvpZTV6Uc1L9>

I.5 Submission Requirements

All interested parties must submit a proposal document outlining the firm's qualifications and expertise in administering the BID's public ambassadorship, public safety, traffic management pedestrian safety, and special event management service. This document should include the following elements to be considered:

I.5.a Statement of qualifications of Proposer indicating its ability to perform the services as outlined in this RFP to include:

- Overview of firm history, identification of key employees;
- Demonstrated experience managing similar programs, preferably within the New York region;
- Identification of likely labor force, evidence of existing talent pool, or recruitment plan; and,
- An overview of the firm's philosophy and approach to the provision of the requested services.

I.5.b. Detailed response and description of services to be provided in response to specific items addressed in this RFP.

- Work & Staffing Plan: Overview of staffing and schedule structure based on duties prescribed in section III.3

I.5.c. A detailed budget associated with the provision of the requested services.

- A detailed breakdown of hourly staff rates by position, including both "wage rate" and "bill rate";
- Detailed breakdown of contemplated management fee structure; and,
- Identification of any additional costs associated with the competitive proposal.

I.5.d. References for three (3) current, and to the extent possible, similar type clients/accounts with their respective contact information including, name, email, and location;

I.5.e. Written evidence that Proposers are New York City PASSPort-approved contractors. No contract may be awarded to a contractor who has not received PASSPort approval from the City of New York. Therefore, all Proposers must submit completed PASSPort forms as part of the proposal.

I.5.f. Representation by the Proposer by a duly authorized representative, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all the conditions and responsibilities outlined in this RFP.

II. Introduction

I.1 Detailed Term:

Under the implementation of Proposed Services outlined in the District Plan, the BID is soliciting proposals for the provision of public ambassadorship, public safety, traffic management pedestrian safety, and special event management services within the BID area and to perform such services as outlined in this RFP. The period of the contract is 1 year commencing on July 1, 2024, and ending on June 30, 2025, with two additional two-year options to be exercised at the discretion of the BID. The BID reserves the right to alter the commencement date of the proposed agreement and to adjust the prices and other provisions of the proposed agreement on a pro-rata basis, and at its option, to alter the commencement and termination dates.

II.2 Good Standing:

Qualified Proposers must be in good standing and current in all their obligations to or with the City of New York and may not have been barred from or suspended from entering into contracts with the City of New York during the past five years.

II.3 Non-Discrimination:

All Proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, gender identity, or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state, and city laws and regulations, including executive orders issued relating thereto.

II.4 RFP Familiarity:

All Proposers must, before the submission of a response to this RFP, declare that they have visited the BID area, and are fully informed concerning the conditions in said area, and further, that they have carefully examined this RFP and are familiar with its contents. The Proposer expressly waives all rights to contest, dispute, or otherwise alter its proposal due to its failure to be familiar with the BID area, its conditions, and the terms set forth herein.

II.5 Award:

The Meatpacking District may award the contract to the qualified Proposer whose proposal it determines to be the most advantageous for the District. The Meatpacking District reserves the right to award the contract to a Proposer other than the Proposer offering the lowest overall cost. It further reserves the right to award a contract based on initial proposals received, without further discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals. The Meatpacking District reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each

Proposer's qualifications, experience, and current activities. Submission of a proposal shall constitute the Proposer's consent that the BID may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications.

II.6 Cancellation:

The Meatpacking District reserves the right to postpone or cancel this RFP and to reject all proposals.

II.7 Definitions:

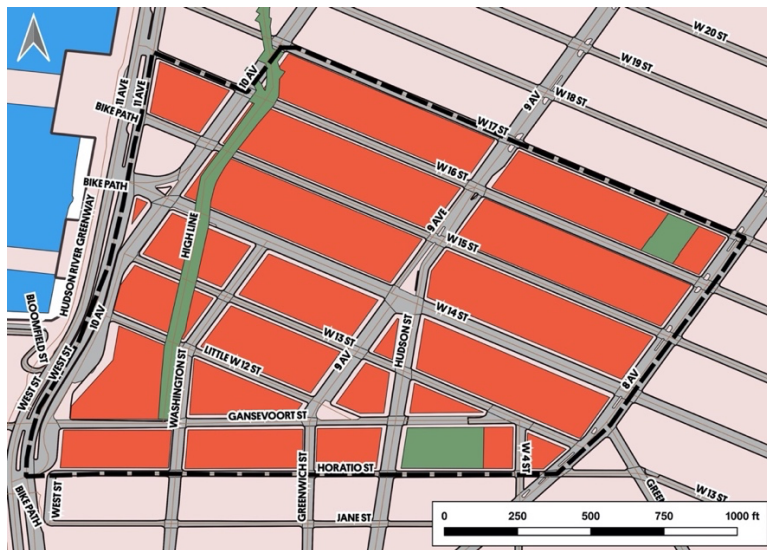
II.7.a BID, Meatpacking District, or BID shall mean the Meatpacking Business Improvement District, whose corporate name is Meatpacking District Management Association, Inc.

II.7.b BID District (see map below for precise coverage areas) The Meatpacking District Business Improvement District (the "BID") is located within the area generally known as the Meatpacking District, the northernmost part of the West Village, and the southernmost part of lower Chelsea in the Borough of Manhattan.

The BID District boundaries are:

- The north side of Horatio Street between 8th and 10th Avenues
- The west side of 8th Avenue from Horatio Street up to 17th Street
- The south side of 17th Street between 8th and 10th Avenues
- The south side of 16th Street between 10th and 11th Avenues
- The east side of 11th Avenue (thence West Street) between 16th Street and Horatio Street

Map of District



II.7.c Public ambassadorship, public safety, traffic management pedestrian safety, and special event management services refer to the actions and responsibilities that the Contractor is required to complete under this Agreement as identified in Section III “Scope of Services”.

III. Scope of Services

Over the past 3-years, the BID has piloted a pedestrian management, and public safety program, born out of COVID-19-induced changes to neighborhood activity and priorities. Following this pilot program, the BID seeks to implement lessons learned into a full neighborhood service. This multi-faceted role focuses on maintaining and managing the Meatpacking District as a vibrant, safe, exciting, and inviting neighborhood, by emphasizing human connections and safety.

III.1 Service Area

The contractor shall organize service across the BID as outlined in **II.7.b BID District** of this RFP. This shall include a range of services based on the needs of the BID and may include work across the District at large or at specific locations around the District.

III.2 Staffing

The contractor shall provide staffing levels sufficient to meet neighborhood needs, which are variable depending on the programming needs of the neighborhood and various programs produced and managed by the BID. Generally, this should include a regular staffing level of 8-10 employees but must be able to provide up to 20 staff, with sufficient notice.

The contractor shall ensure all employees have the following minimum qualifications:

- The capability to understand, communicate, and apply written and verbal orders, rules, and regulations, in English;
- Ability to write clear and concise reports;
- Willingness to work outdoors in all weather conditions including high and low temperatures, rain, snow, wind, etc.
- Ability to lift 50 pounds, and stand for extended periods;
- A cellular device that can be used to contact emergency services and document incidents;
- Employees meet the education, experience, skills, health, training, special requirements, and other applicable prerequisites to perform the duties outlined in **III. 3. Duties**.
- Employees must have integrity and be respectful, attentive, and trustworthy in the performance of their duties.

The Board of Directors, the BID’s Executive Director, the Director of Operations, the Operations Manager, or their designated representatives, may reject or dismiss any personnel provided by the contractor at any time. The contractor shall assume responsibility for ensuring that the performance of its employees meets the needs and standards established by the Meatpacking District.

Proposers shall determine various staff roles and salary levels to be included within their proposals reflecting necessary responsibilities based on tasking, however, the BID recommends at minimum three (3) distinct staff roles be included in proposals:

- Supervisor / Team Leader
- Security Specialist
- Team Member / Staff

III.3. Duties:

III.3.a Pedestrian Safety Management

During scheduled patrols staff shall perform a range of services focused on pedestrian movement and safety, including:

- Providing directions and other assistance to individuals in need within the District;
- Assisting pedestrians to safely cross District streets,
- Breaking up and disbursing large crowds that block safe pedestrian movement within the District;
- Politely informing pedestrians and the public of applicable rules for plaza use and conduct;
- Politely intervening in pedestrians engaging in potentially unsafe or illegal activities (e.g. intoxicated visitors climbing on umbrellas, or granite bollards, open containers, loud music);
- Communicating directly with 911 in the event of an emergency to ensure emergency services are provided promptly;
- Supporting emergency services as requested, such as providing crowd control; and,
- Tactfully dealing with the general public.

III.3.b Open Street Management

During scheduled patrols, staff shall perform a range of services focused on managing the BID's Open Street program, including:

- Setting up BID planter barricades and French barricades to close selected streets to vehicles during Open Street hours;
- Set-up and breakdown of placemaking elements, including public furniture;
- Directing private vehicles away from streets closed to vehicular traffic during Open Street hours;
- Supporting emergency vehicle access to streets closed to private vehicular traffic during Open Street hours;
- Resetting barricades that are observed to be moved; and,
- Breaking down and securing Meatpacking District barrier assets to allow free movement of vehicular traffic during non-open Street hours.

III.3.c Traffic Management

During scheduled patrols staff shall perform a range of services focused on traffic management, including:

- Directing traffic to ensure the smooth flow of vehicles through the District;

- Discouraging idling, double parking, and unnecessary standing;
- Flagging at signalized intersections to improve traffic flow; and
- Ensuring vehicles are not blocking intersections, the bike lane, and emergency access lanes.

III.3.d Retail Safety Patrols

During scheduled patrols staff shall perform a range of services focused on public safety, including:

- Providing a strong visible presence on major retail streets within the Meatpacking District;
- Checking in with retailers and store managers to establish and maintain direct lines of communication between retailers and the BID;
- Observe and document suspicious individuals, vehicles, and activity within the Meatpacking District;
- Contact police and emergency services in the event criminal activity is observed; and
- Provide reliable reporting and information to police to support investigations into retail theft.

III.3.e Nightlife Safety Patrols

During scheduled patrols staff shall perform a range of services focused on nightlife safety, including:

- Providing a strong visible presence on streets within the Meatpacking District;
- Engaging with visitors who may be in distress to assess needs for further intervention and/or emergency service;
- Identifying and administering naloxone (NARCAN) to individuals suffering from acute opioid exposure/overdose;
- Monitoring the District’s public spaces for potential safety concerns, including verbal or physical altercations, and taking appropriate action to address them;
- Ensuring visitors leave the neighborhood safely including by escorting individuals to the subway station or helping to flag taxis;
- Contact police and emergency services in the event criminal activity is observed; and
- Provide reliable reporting and information to police to support investigations into safety incidents.

III.3.f Special Events Management

During scheduled patrols, staff shall perform a range of services focused on special events, including:

- Setting up production elements as directed by BID staff;
- Ensuring street closures are established and maintained through the course of large events;
- Manage crowding and event area for safety;
- Provide vigilance across events to ensure public safety is maintained.

III.3.g Neighborhood Ambassadorship

During scheduled patrols, staff shall perform a range of services focused on neighborhood ambassadorship, including:

- Setting up the Meatpacking District tent on a public plaza;
- Being a friendly, welcoming resource for visitors, including by answering questions,

- providing directions, and similar;
- Distributing Meatpacking District collateral, flyers, and other marketing materials to the community members;
- Conducting regular pedestrian visitation and utilization counts; and,
- Administering surveys to neighborhood visitors, employees, and residents.

III.3.h Incident Reporting

In addition to the services described above, staff are expected to provide detailed reporting on work including:

- Interactions with pedestrians;
- Observed violations of the street closures;
- Critical issues that negatively affect pedestrian safety;
- Major incidents;
- Street vending,
- General notes on traffic flow and pedestrian activity; and,
- Other key reporting metrics are to be developed through the course of the pedestrian management program.

III.4 Uniforms and Equipment

All staff must be outfitted by the Contractor with uniforms and equipment necessary to perform their duties. All equipment costs shall be reviewed and approved by the BID. All equipment costs shall be a direct pass-through to the BID. Due to the BID's 501c3 Tax-Exempt status major purchases of material and equipment may be done through the BID to ensure the most advantageous pricing.

III.4.a Uniforms

All workers assigned to the District are expected to maintain a neat and clean appearance with proper uniform attire as prescribed by the BID. Additionally, workers need to be easily identifiable to members of the public. To achieve that goal, Personnel employed by the contractor shall wear the uniforms, which shall include the BID logo, as well as identify their role as pedestrian management agents, at all times that they are on duty. Only uniforms in clean, good condition may be worn. Uniforms must serve the workers' needs in all types of weather. Workers will not be permitted to wear other garments over their uniforms which obscures their identification as Meatpacking District Pedestrian Management Staff. The BID will provide digital design files of the BID logo. The contractor must supply enough complete seasonal uniforms for each worker. At minimum this shall include the following items:

- Branded short-sleeve polo shirts
- Branded short sleeve t-shirts
- Branded long-sleeved sweaters
- Branded cold-weather coats
- Branded raincoats
- Rain pants
- Branded high-visibility vests

III.4.b Equipment

The contractor shall provide all necessary equipment to complete the range of duties outlined in III.3 above. This shall include, but is not limited to the following items:

- Flashlights,
- Traffic flags
- 2-way radios, with the ability to have District-wide coverage

The contractor shall provide all necessary administrative equipment necessary for managing the pedestrian management program including time clocks, punch cards, and all other supplies. The contractor shall ensure all supplies, uniforms, and other equipment are responsibly managed, and sufficiently stocked to ensure continuity of service provided.

III.5 Training and Education

The contractor shall work with the Meatpacking District and other Meatpacking District partners to provide training to improve the provision of service within the Meatpacking District.

III.6 Administration and Evaluation

The contractor shall manage and supervise all administrative tasks associated with the management of the pedestrian management program. This shall include ensuring timesheets are accurate, staff payroll is done promptly, and accurate billing is provided to the BID, including providing accurate and organized timesheets and work records. At all times a supervisor will be available to verify and document worker attendance.

The contractor shall develop an employee handbook, subject to the approval of the BID, and develop clear expectations for employee conduct while employed as part of the BID program. This shall include absence/lateness policies, formal conduct policies, and inclement weather policies. The contractor is expected to ensure all staff read, understand, and follow the expectations set out within the handbook.

The contractor shall develop a formal disciplinary system for addressing staff who are not performing adequately based on expectations outlined in the handbook, or from on-the-job review. This shall include verbal, and written warnings, as well as the ability to dismiss staff for poor performance, at the contractor's discretion, or at the direction of BID staff.

IV. Contract Specifications

IV.1 Changes in Scope of Services And Personnel:

The BID reserves the right to make reasonable changes in the general scope of the work and personnel, including shifting work schedules to accommodate holiday staffing needs and changing routes to coordinate with City services. Any such changes will be directed in writing. If the BID directs any such changes that affect the cost of the services, an equitable adjustment shall be agreed to by both parties.

IV.2 Term:

The term of the contract is one year commencing on July 1, 2024, and ending on June 30, 2025, with two additional two-year options to be exercised at the discretion of the BID.

IV.3 Billing:

The proposer agrees to establish a consistent billing cycle. Invoices shall be submitted once per month and payment will be made within 30 days of receipt. All invoices must include all associated backup documentation, such as receipts, time records, and similar to be processed.

IV.4 Indemnification:

The Contractor agrees to indemnify and hold the City of New York, the New York City Department of Small Business Services (SBS), the New York City Department of Transportation (DOT), the BID, their agents and employees, harmless from any and all claims, damage, loss, judgments, or liabilities including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the Contractor, its agents, employees, Subcontractors, Contractors, or permittees in connection with this contract. The Contractor shall be solely responsible for the safety and protection of all its employees and shall assume all liability for injuries, including death that may occur to said employees due to the negligence, fault, or default of the Contractor. The Contractor shall also require such indemnification from its Contractors, Subcontractors, and permittees.

IV.5 Warranties:

The Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best-accepted practice. The Contractor further warrants that such services comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970.

IV.6 Insurance:

The contractor, its subcontractors, and sub-subcontractors 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 Meatpacking District BID (hereinafter referred to as "Meatpacking BID").

The contractor and its subcontractors and sub-subcontractors shall secure, pay for, and maintain the following insurance policies in full force and effect during the term of the agreement:

Property Insurance upon all tools, material, and equipment (owned, borrowed, or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive their right of subrogation against the Meatpacking District BID, the BID's agent, and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Meatpacking BID or its agents or employees to any losses.

Workers' Compensation 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 for each employee, \$1,000,000 for each accident, and a \$1,000,000 policy limit.

Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$2,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$3,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- Contractual liability
- Independent contractors
- Gravity related injuries
- Injuries sustained by an employee of an insured or any insured
- Expected or intended injury for assault and battery.

Policy shall be endorsed to name Meatpacking BID, the City of New York, the Dept. of Transportation, the Dept. of Small Business Services, and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2026 or broader. The definition of Additional Insured shall include all Officers, Directors, and Employees of the named entity, its agents, and consultants. Further, the insurance policy shall provide coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned, and hired vehicles. The policy shall include Meatpacking BID as additional insured.

If applicable, Security Guard Errors and Omissions Liability insurance at not less than a \$2,000,000 limit provides coverage for damages arising out of acts, errors, or omissions of the contractor.

Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverage noted in paragraphs 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Meatpacking BID and all other entities that may be reasonably required as "additional insured". Coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of the Meatpacking BID, the City of New York, SBS, and DOT.

All policies noted above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A1- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide

IV.7 Evidence (Notices) Of Compliance

All policies shall be endorsed to provide that in the event of cancellation, non-renewal, or material modification, the Meatpacking BID shall receive thirty (30) days prior written notice thereof.

The contractor shall furnish Meatpacking BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon request, shall provide the Meatpacking 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".

All Certificates and policy termination notices should be delivered via certified mail and email to:

Jeffrey LeFrancois
Executive Director
Meatpacking Area BID
32 Gansevoort Street, Fifth Floor
New York, NY 10014

IV.8 Indemnification/Hold Harmless

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Meatpacking BID, its partners, directors, members, officers, employees, servants, representatives, consultants, and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract, in connection with the operations of the contractor, its subcontractors and sub-subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation, or benefits payable under any applicable Workers' Compensation, Disability Benefits, or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work. Permits:

The Contractor shall be responsible for obtaining all permits and/or approvals, if required by the City, for any work to be performed. The BID shall be provided with a copy of any aforementioned permits.

IV.9 Independent Contractor and Licensee:

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants, and conditions of this contract, the Contractor and any of its employees, agents, independent Contractors, Subcontractors, and permittees shall not be deemed to be acting as agents, servants, or employees of the BID or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the BID or the City or any of its officers, agents, or employees pursuant

to this contract, but shall be deemed to be independent Contractors performing services for the DMA or the City or the Contractor, as the case may be, and shall be deemed solely responsible for all acts taken by them pursuant to this contract.

IV.10 Assignment:

The Contractor shall not assign, transfer, convey or otherwise dispose of any portion of the contract or any part thereof, or of its interest herein or assign, by power of attorney or otherwise, any of the moneys due or to become due under this contract, without the written consent of the Executive Director of the BID.

IV.11 Claims or Actions:

The Contractor shall look solely to the funds appropriated by the BID for this contract for the satisfaction of any claim or cause of action the Contractor may have against the DMA in connection with this contract or the failures of the BID to perform any of its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the BID or the Contractor shall have any personal liability in connection with this contract or any failure of the BID or the Contractor to perform its obligations hereunder. The Contractor agrees that no action against the BID in connection with this contract shall lie or be maintained unless such action is commenced within six months after the cause for said action allegedly occurred.

IV.12 Termination and Cancellation:

This contract is subject to cancellation by either party for cause, i.e., material failure to perform, upon 30 days written notice, and the BID may cancel without cause upon thirty (30) days' written notice. The BID also reserves the right to cancel immediately for cause based on material failure to perform.

IV.13 No Waiver:

The failure of either party to insist on strict performance of any of the terms or conditions of this contract or of the party's right in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights either then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

IV.14 Compliance With Laws:

The Contractor shall comply with all applicable federal, New York State, and New York City local laws, executive orders, regulations, and rules. The Contractor shall hold harmless and indemnify the BID from any fines, penalties, and expenses, which the BID may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

IV.15 Subcontracting:

The Contractor shall not subcontract all or any portion of the performance to be rendered

hereunder without the express prior written approval of the Executive Director of the BID as to the work to be subcontracted and the sub-Contractor, provided that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

IV.16 Books, Records, Audits and Inspections:

The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to employee time and payment; account receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this contract. All books and records of Contractor relevant to the contract shall be available upon three (3) business days' notice for the purposes of auditing or inspection in order to verify compliance with the terms of this contract and applicable process of law.

IV.17 Payment:

Payments will be made within 30 days of receipt of invoice.