



Union Square Partnership, Inc.

REQUEST FOR PROPOSALS

**Visioning and Planning for Union Square-14th Street District
Manhattan, New York**

Issue Date: July 2, 2018

**4 Irving Place, Room 751
New York, NY 10003**

Deadline for Responses: August 1, 2018 on 5pm EST

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PART 1: REQUEST FOR PROPOSAL SUMMARY

1.1 INVITATION TO SUBMIT PROPOSAL

The Union Square Partnership, Inc. (the “LDC”) is a not-for-profit local development corporation organized under the laws of the State of New York for the purpose of providing economic development and other services in and around the Union Square neighborhood. The LDC works in conjunction with the Union Square Partnership District Management Association, Inc. (the “BID” and together with the LDC, “USP”), which manages the Union Square – 14th Street Business Improvement District (the “Union Square-14th Street District” or “District”).

The LDC is seeking proposals from qualified firms (“Proposers” or “Respondents”) by this request (“Request”) to assist with planning and design services outlined in the Scope of Work (“Scope”). The selected firm will assist in developing an innovative long-term planning framework for the District that will guide both future capital investments and near-term priority projects that improve quality of life, security, multi-modal transit, economic development, and sustainability in the District. This Request comes at a pivotal juncture for USP as the District faces a number of disruptions and externally-driven changes that offer an opportunity for USP to undertake a major master planning effort to build on the organization’s 40 years of successful investments and redefine the long-term future of the District.

Proposers are invited to submit proposals (“Proposal”) to perform the services more particularly detailed in “Part B: Project Background and Scope of Work” of this Request. If a satisfactory Proposal is received, it is anticipated that the LDC will enter into a contract (“Contract”) with the successful Proposer for a six- to nine-month period.

1.2 PERTINENT DATES

- Release Date: Monday, July 2, 2018
- Question Submission Deadline: Thursday, July 19 at 5pm EDT
- Pre-Proposal Conference Call: Monday, July 23 at 1pm EDT
- Proposal Submission Closing Date: Wednesday, August 1 at 5pm EDT
- Anticipated Program Period: September 2018 to Second Quarter 2019

1.3 RFP SUBMISSION PROCESS

One (1) physical copy of the proposal and one (1) digital PDF version of the proposal must be received by the LDC by the Proposal Submission Closing Date. Proposals received after the Closing Date may not be accepted and, if accepted, may not be considered in response to this RFP. The LDC will not accept oral proposals.

Digital PDF versions of proposals should be submitted electronically by the deadline in addition to the hard copy proposal delivered to the mailing address below. Electronic proposals can be submitted via email to RFP@unionsquarepartnership.org.

Submissions shall be addressed as follows:

Union Square Partnership, Inc.
4 Irving Place, Room 751
New York, NY 10003
Attention: Monica Munn, Director of Economic Development

1.4 PRE-PROPOSAL CONFERENCE CALL

The LDC will hold a pre-proposal conference call on Monday, July 23 at 1pm EDT to answer questions regarding the RFP and Scope of Work. Attendance to the conference call is voluntary but highly encouraged as the LDC will not share a recording of the meeting or issue an addendum.

Questions regarding the RFP must be in writing and should be submitted via email to RFP@unionsquarepartnership.org. Questions should be submitted no later than Thursday, June 19 at 5pm EDT, and the LDC cannot guarantee responses to questions received after July 19.

Respondents can register for the pre-conference call on Eventbrite via the following URL: <http://usqproposal.eventbrite.com/>.

1.5 RFP SUBMITTAL CONTENTS

Proposal responses should be limited to fifty (50) pages. At a minimum, Respondents shall provide the following core elements in their proposal response:

Cover Letter

The cover letter, no longer than one (1) page, shall be addressed to Monica Munn, Director of Economic Development and summarize key points of the Respondent's proposal and the proposed total budget. Contact information for the Proposer's primary point of contact should be provided on the cover letter.

Narrative

The narrative will demonstrate the Respondent's comprehensive, clear point of view of the Union Square situational context, including clear perspectives on addressing the challenges and opportunities for the Union Square-14th Street District.

Project Approach

The Proposal will include a clear project approach outlining how the firm will successfully execute the services requested in the Scope of Work, including descriptions of any analyses or methods that will be undertaken such as, but not limited to, feasibility studies, cost-benefit analyses, surveys, spatial mapping, and transportation studies.

Work Plan

The Proposal will include a high-level overview of the Proposer’s project management plan to manage work streams. Proposals should include a clear timeline marking key phases or milestones, decision points, and final deliverables.

Statement of Qualifications

Proposals shall include descriptions of Proposer’s experience with projects of similar size and scope, with emphasis on clients in large urban cities, business improvement districts, or entities overseeing neighborhood-scale public spaces and/or parks.

Team Structure

Proposals will identify key staff members or personnel who will provide substantial time on this project, as well as anticipated project roles and descriptions or resumes of staff members’ qualifications and relevant experience. Project roles, resumes, and qualifications for any external members, including sub-contractors or specialists managed under the lead firm and included in the project team, shall be included in the full proposal.

References

Proposers shall provide a list of three (3) contacts who can attest to the Respondent’s professional experience and expertise, preferably past clients. Please provide the Name, Organizational Affiliation, Title, Phone Number, and Email for each of the three (3) contacts.

Pricing & Budget

Proposals shall include a full and complete estimated budget for the services, including hourly staff rates and any additional fees and expenses anticipated to complete the scope of work. Budget shall not exceed \$100,000.

1.6 REVIEW OF SUBMISSIONS

The LDC will review all submissions for completeness and compliance with the terms and conditions hereof. The LDC reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each Respondent’s qualifications and past experience, or clarification or modification of any submitted proposal. The LDC will permit the correction of deficient submissions that do not completely conform to this RFP on a case by case basis. Submission of a proposal shall constitute the Respondent’s permission to the LDC to make such inquiries concerning the Respondent as the LDC in its discretion deems useful or appropriate. The LDC is not obligated to accept any unsolicited additional materials, clarification, modification or background information. The LDC may conduct discussion with some of the Respondents submitting proposals and not others. The LDC reserves the right, in its sole discretion, to reject submissions; to postpone, amend and/or cancel this RFP or specific projects contained within; require supplemental information; waive defects; permit corrections; and/or negotiate or hold discussions with any firm. The LDC may exercise the foregoing rights at any time without notice or liability to any proposing firm or other party for

expenses incurred in the preparation of responses hereto or otherwise. No copies of materials submitted in response to this RFP will be returned.

1.7 SELECTION PROCESS

The LDC will select the Respondent which, in the sole judgment of the LDC, most successfully demonstrates the following:

- A comprehensive, clear point of view of the challenges and opportunities facing the Union Square-14th Street District;
- Respondent's expertise to accomplish the tasks and projects in the Scope of Work and Respondent's past experience in providing similar services to those included in the Scope of Work;
- Respondent's abilities to engage a diverse array of public, private, and community stakeholders;
- Overall quality of the team or firm's management, professional reputation, and references; and
- A comprehensive and cost-effective project budget and schedule to accomplish the Scope of Work.

The LDC may award a contract to the firm whose proposal is deemed to be most advantageous to the LDC, in the LDC's sole discretion.

Neither the LDC nor the BID shall pay any costs incurred by any firm in responding to this RFP. The review or selection of a submission will create no legal relationship or equitable rights in favor of a Respondent, including, without limitation, rights of enforcement or reimbursement.

Failure by the LDC to select a firm, or to enter into a contract with a firm if selected as a result of this RFP, will not create any liability on the part of the LDC or the BID or any of their members, directors, officers, employees, agents, consultants, or other Respondents. Submission by a firm shall constitute a waiver by the Respondent of any claim or cause of action against any of the aforementioned for any costs incurred or for any matters arising in connection with the review of the submissions.

Interviews may be held with any or all of the Respondents after receipt of proposal submittals. Interviews with the LDC may be scheduled in mid-August after initial review of the proposals.

PART 2: PROJECT BACKGROUND AND SCOPE OF WORK

2.1 PROJECT BACKGROUND

For over forty years, USP has worked closely with a wide network of partners to transform the Union Square-14th Street District into a thriving, beautiful, and dynamic community. USP has provides a myriad of services and programs in the District, including sanitation, public safety, economic development, marketing, and community programming and events. In collaboration with numerous neighborhood, public, private, and institutional partners, USP also invests in the beautification of and capital projects in Union Square Park and surrounding public spaces and streetscapes. Additional information regarding the Union Square-14th Street District and its community, USP, and our programs can be found on our website:

<http://www.unionsquarenyc.org/publications>.

Throughout its history, USP has played a critical role in shaping, driving, and implementing planning efforts that have fundamentally transformed the Union Square-14th Street District and its community. These efforts date back to the 1987 Union Square Park Expansion Plan which informed a range of capital projects and zoning changes over the following twenty-two years, such as the expansion of the South Plaza, reconstruction of 14th Street, the creation of the Triangle Park, and renovation of the North Plaza and Union Square Park’s playground. These efforts helped transform and revitalize the District into the vibrant residential and commercial community it is today. The Union Square-14th Street District is currently home to over 70,000 residents, 150,000 employees, 890 ground floor businesses, 60,000 students, 344,000 daily visitors, and 60 million annual subway riders.

Looking ahead, the Union Square – 14th Street District and its community is currently experiencing a unique period of change and growth, driven by disruptions to our District’s transit network, an evolving commercial business mix, and a growing number of public and private development projects. Specific changes and opportunities that will shape the future of our community include:

- Changes to the District’s streetscape, traffic, transit, and mobility resulting from the 2019 – 2020 L train closure and related mitigation plans;
- Increasing number of public and private development projects (e.g., NYCEDC Tech Training Center, Tammany Hall), particularly along 14th Street and Union Square East, which will change the character of the commercial corridor and bring new anchor tenants, employees, and residents;
- Pressing need to ensure the security of our public spaces, including Union Square Park, several pedestrian plazas, sidewalks, and bike lanes;
- Longstanding opportunities to improve and enhance key assets in the District, including Union Square Park and Union Square-14th Street subway station;
- Growing interest in creating a cohesive identity throughout the District, including along 14th Street.

With the convergence of these elements, now is a unique opportunity for USP and community partners to reflect on the changing needs of our constituents, untapped opportunities, and the

larger vision for the District’s future. The next two years are a critical window in which USP can influence the longer-term impact these changes have on our District and determine what incremental investments USP and community partners should make in the District to accelerate our collective vision for the District’s continued growth and success.

USP is now embarking on an inclusive Visioning and Planning process through which USP, with significant input from community members and partners, articulate an inspiring perspective on how to make the Union Square-14th Street District and its community more economically vibrant, sustainable, secure, inclusive, and welcoming in the coming decade. To guide our focus and that of potential Respondents, we have outlined below a preliminary set of goals that USP seeks to achieve through the Visioning and Planning process.

1. **Develop cohesive, vibrant, and multi-functional pedestrian and green spaces.** The District is already the home of one of New York City’s most renowned and utilized parks – Union Square Park – and a host of other public spaces, including several heavily trafficked pedestrian plazas with programming throughout the year, such as the world-class Greenmarket operated by GrowNYC, the Urbanspace Union Square Holiday Market, and USP events (e.g., Summer in the Square, Harvest In the Square). With changing demographics, business composition, and evolving public spaces throughout the District, now is an opportune moment to identify ways in which existing public spaces can be enhanced, expanded, and/or reimaged to better serve the community.
2. **Enhance safety for all users throughout the District’s public spaces.** Cities and neighborhoods must contend with a growing array of threats to the safety and security of those utilizing their public spaces. Through the Visioning and Planning process, we must develop approaches that improve safety for all users in the District without impeding use and aesthetics of our public spaces and streetscapes. Achieving this goal will require both integrating security considerations into the overall vision and design for the District and its public spaces, as well as identifying tactical solutions, such as improved bollard design, that can be rolled out in the near-term.
3. **Provide best in-class public amenities for current and future Union Square constituents.** Continuing to attract and retain a diverse array of residents, businesses, employees, and tourists is a core priority for USP. Public amenities, such as public transit, recreational spaces, public seating, community programming, and more, help to enhance the quality-of-live and experience for all who live, work, commute, and play in the District. USP is interested in identifying next-generation amenities and/or improvements to existing amenities that augment the high caliber, unique public spaces and activations for which the District is known and can be adapted to meet growing demands or changing user needs in the future.
4. **Create more sustainable and resilient streetscapes.** USP is increasingly interested in reducing the environmental footprint resulting from daily activities in the District, as well as leveraging existing green spaces to mitigate existing issues (e.g., stormwater

runoff) and improve resiliency. We are interested to implement both infrastructure and programming that can reduce waste and improve sustainability in the public realm, as well as provide new assets and services for businesses and properties that are seeking to reduce the environmental impact they have in the District and in their own operations.

Achieving these goals will require a cohesive framework that outlines how these objectives might be achieved over the next decade – and beyond – and the specific steps USP can take to advance these priorities in the near-term. While USP is primarily interested in identifying a handful of capital projects that USP can undertake, we recognize that achieving these goals will require a range of tactics. As such, through the Visioning and Planning process we would also like to surface where USP is best suited to offer related programming and/or play an advocacy role to advance these goals.

In preparation for our Visioning and Planning process, USP has begun to engage staff, our Boards of Directors, and key institutional partners in initial conversations to understand the range of potential projects and capital improvements that could be implemented in the District to achieve these goals. A table capturing some of this initial research and best-in-class examples from other cities is available in [the Appendix](#). These ideas may be a helpful reference for Respondents as they consider the range of solutions and partnerships, which could be explored to achieve the goals outlined above.

2.2 SCOPE OF WORK

To undertake the Visioning and Planning initiative outlined in Section 2.1, the selected firm will provide support to build out and prioritize emerging project ideas, engage a broader group of local stakeholders, and develop an overarching vision and implementation plan. The selected firm will work closely with USP and a wide pool of public and private stakeholders to develop the core vision, project designs or specifications, and an implementation plan.

The selected firm or team of firms will develop an overarching vision and master plan for the future of the Union Square-14th Street District. The selected firm or team will articulate a strategic framework for the District, identify at least two (2) to three (3) near-term projects to advance the vision in the next several years, identify project implementation steps, and identify key implementation partners such as potential funders and city agencies.

Key activities that the selected firm will undertake as part USP's Visioning and Planning process includes:

- Articulate a clear multi-year framework and integrated vision for the District, building on the goals outlined in Section 2.1;
- Facilitate and manage inclusive stakeholder and community engagement approaches to gather feedback on proposed neighborhood goals, surface new ideas and solutions, prioritize potential projects, and/or weigh in on implementation plans;

- Design a process to enable USP to prioritize potential projects and programs that would advance long-term goals for the District, based on the initial list in the Appendix and any other solutions that the firm has identified;
- Develop inspiring designs and implementation plans for two (2) to three (3) projects that can be implemented in the near-term, including conduct technical analyses (e.g., GIS, transit modeling, cost-benefit, design renderings) for these projects;
- Identify potential implementation partners, funders, and/or other resources required to implement high-priority projects; and
- Generate content – such as a final report, design renderings, or visualized data – that can strategically support external marketing, a compelling branding strategy, and fundraising campaigns.

2.3 DESIRED EXPERTISE AND QUALIFICATIONS

Undertaking the scope outlined in the prior section will require a range of planning, design, community engagement, and technical expertise. As such, Proposals will be accepted from both multi-disciplinary design/build firms experienced in similar project and a team of multiple single-discipline firms or specialists who can collectively carry out the Scope of Work set forth.

The Respondent or Respondent team shall be experienced in the following:

- Urban design and planning projects with specific expertise in landscape architecture for parks and public spaces, public safety, multi-modal transportation planning, and sustainability strategies;
- Contribution to neighborhood development in dense, mixed-use areas with diverse stakeholders and constituents;
- Design and facilitation of community engagement approaches – such as town halls, roundtables, idea challenges, visioning exercises, and charrettes – drawing participation from a wide range of constituents and underrepresented populations, with experience equitably balancing diverse opinions;
- Deep understanding of New York City policies and governance structure. Strong existing relationships with relevant City agencies, state agencies, and elected officials that will likely be involved in the planning and execution of public projects in the District;
- Experience planning for project implementation, with emphasis on operational considerations, project funding mechanisms, engineering specifications, and/or feasibility studies;
- Experience embedding sustainability into designs or project specifications such as, but not limited to, green infrastructure, energy efficiency, beneficial waste management, and low-carbon modes of transportation;
- Strong project management capabilities and ability to adaptively manage multiple work streams; and
- Professionalism when engaging with diverse stakeholders and community partners, as well as a commitment to engaging a broad network of participants and community members with diverse perspectives.

Additionally, Respondents must be registered with New York City's Vendor Information Exchange System (VENDEX) and be in compliance with VENDEX's current procedures and reporting requirements.

2.4 BUDGET PARAMETERS

The **maximum budget for this project is \$100,000**. As noted in Section 1.5, the Respondent must submit an estimated project budget that outlines the expected costs for all services including, but not limited to, proposed fee structure (e.g., based on hourly rates, flat installment fees, etc.), staff rates and estimated hours, costs per project step or phase following the Scope of Work, as well as costs for securing any incidentals that may be required.

PART 3: GENERAL TERMS AND SPECIFICATIONS

3.1 TERM

The term of the awarded contract shall be six (6) to nine (9) months, with possible extensions in the sole discretion of the LDC.

3.2 CHANGES IN SCOPE OF SERVICES AND PERSONNEL

A. The LDC reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.

B. If the LDC directs any changes that will materially impact the cost of or time required for performance, an equitable adjustment shall be agreed to in the contract price or delivery schedule, or both.

3.3 FIRM PRICE AND TAXES

A. The price agreed upon by the Respondent and the LDC for the stated services shall be the confirmed price as set forth in the contract and will not be subject to change. The LDC reserves the right to adjust service and/or work hours as necessary to remain within the annual contract amount.

B. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by the Respondent. The Respondent 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, health insurance, other benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

3.4 PAYMENT SCHEDULE

Payments shall be made on a monthly basis, provided that detailed and complete invoices and reports are submitted in a proper and timely manner. Payment will be made within 30 days after receipt of the complete invoice and report. The LDC reserves the right to withhold payment, in part or in full, from the selected Respondent for failure to comply with the substantive requirements of the contract.

3.5 WARRANTIES

The Respondent warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel (who are legally authorized to work in the U.S.) in accordance with the best-accepted practice. The respondent 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, the Affordable Care Act and equal employment opportunity laws; all applicable laws, ordinances, rules, regulations and orders of any public authority. All work will be completed in a professional manner according to the highest industry standard practices.

3.6 INSURANCE

Upon selection of a consultant, the LDC will provide the selected Respondent with any required contractual forms, including proof of insurance, which will be signed and dated by the Respondent or lead firm. Throughout the term of the contract, the Respondent shall maintain, and shall cause all its subcontractors and permittees to maintain, in effect:

- Commercial General Liability Insurance covering all premises, operations, products and completed operations, and contractual coverage written on an occurrence basis relating to the work performed under this Agreement providing a limit of not less than \$2,000,000 in the aggregate and not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage; such insurance shall be as broad as the latest edition of ISO Form CG 00 01;
- If vehicles are used in the performance of this Agreement, Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles operated by you providing a limit of \$1,000,000 combined single limit for bodily injury and property damage.
- The LDC, the BID, the City of New York, together with its officials and employees, and SBS and its directors, officers, trustees, agents, employees, and volunteers, shall be additional named insureds on all such policies listed above (on ISO Forms CG 20 10, CG 20 37, CG 20 01, and CG 20 26, as appropriate to the applicable entity, or an endorsement that is at least as broad). Respondent shall be named as an additional insured on such policies obtained by its subcontractors and permittees. Such policies shall provide coverage to each such additional named insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of each additional named insured for any loss or claims paid or payable under such policies.
- During the performance of the work covered by this Agreement, to the extent performed by employees, Respondent shall maintain and shall require any subcontractors to maintain Worker's Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.
- Respondent also shall maintain professional liability insurance for claims arising out of negligent performance of professional services with minimum policy limit of \$1,000,000 per claim and \$1,000,000 annual aggregate, and such professional liability insurance shall be maintained for a period of at least six (6) years beyond the expiration or termination of this Agreement.
- All insurance policies required by this Agreement shall be in form and substance satisfactory to the LDC and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum "Best's" rating of no less than A-/"VII". Evidence of this insurance shall be supplied to the LDC for review and approval prior to the commencement of any work under the awarded contract. All insurance policies entered into pursuant to the requirements of the awarded contract shall provide that any change in or cancellation of any such policies shall not be valid until the LDC has had thirty (30) days' notice in writing of such change or cancellation.
- Respondent shall obtain such additional insurance, riders or provisions, as requested.

3.7 INDEMNIFICATION

The Respondent shall defend, indemnify and hold harmless the LDC, the BID, the City of New York, the New York City Department of Small Business Services ("SBS", and collectively, the "Indemnified Parties") from and against all injury loss, claims or damages (including reasonable attorney's fees and disbursements to any person or property, arising from, related to or in connection with the services provided under the contract because of your act or omission, including your negligence, willful misconduct or material breach of the contract. The Respondent 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 Respondent. The Respondent shall also require such indemnification from its subcontractors, consultants and permittees.

3.8 INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms and conditions of the contract, the selected Respondent will not be deemed to be acting as an agent of the LDC, the BID or the City of New York by virtue of the contract or by virtue of any approval, grant, or other authorization given by the LDC. The selected Respondent shall be an independent contractor performing services for the LDC without power or authority to bind the LDC, the BID or the City. The Respondent shall be solely responsible for all acts taken or omitted by Respondent, its employees, agents, subcontractors and permittees. Respondent acknowledges that any materials prepared under the contract will be a "work made for hire" and will belong entirely to the LDC, and you hereby assign all right, title and interest therein to the LDC.

3.9 TERMINATION

The LDC may terminate the contract at any time at its sole discretion, with or without cause, upon ten (10) days written notice. In the event of the early termination of the contract, your fees shall be adjusted and/or refunded on a pro rata basis for work satisfactorily performed prior to the effective date of termination. The LDC reserves the right to withhold payment, in part or in full, for failure to comply with the material terms and conditions contained herein. In addition, in the event of your material breach of contract, the LDC may terminate the contract by written notice if you fail to cure such breaching within the seven (7) day notice period.

3.10 ASSIGNMENT

You may not assign or subcontract the contract without the express written consent of the LDC. The LDC shall have the right to transfer the contract, in whole or in part, to the City of New York, or any agency or instrumentality thereof or any corporation governed thereby having authority to accept such assignment.

Any Subcontract for any portion of the performance to be rendered under the contract shall require the express prior written approval of the LDC (and subject to any applicable VENDEX requirements). The selected Respondent shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

3.11 VENDEX

Contract shall be effective subject to selected Respondent's successful completion of a VENDEX review by the City. No payments shall be made under the contract unless and until (i) VENDEX has been completed, and (ii) the LDC has been notified by SBS that no derogatory information has been uncovered or that SBS has determined that the derogatory information uncovered shall not preclude the continuation of the contract. Upon the determination of SBS or the LDC that derogatory information uncovered is of such a nature that the contract shall be terminated, the contract shall be terminated and no payments shall be due under the contract, and (b) the LDC, the BID and the City shall not be liable to you for such termination.

3.12 CLAIM OF ACTIONS

A. The respondent shall look solely to the funds appropriated by the LDC for the contract for the satisfaction of any claim or cause of action the respondent may have in connection with the contract or the failure of the LDC to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the LDC or the BID shall have any personal liability in connection with the contract or any failure of the LDC to perform its obligations thereunder.

B. The Respondent agrees that no action against the LDC or the BID 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.

C. The contract will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles, and the parties hereby submit to the jurisdiction of the courts of the State of New York, County of New York, for the resolution of any dispute arising under the contract. 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 9 of the BID's contract with the City.

3.13 NO WAIVER

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether 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.

3.14 BOOKS, RECORDS, AUDITS, AND INSPECTIONS

A. The respondent 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.

B. Such books and records shall include, but are not limited, to the employees' time worked and payment receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the contract.

C. All of Respondent's books and records related to the contract shall be available upon three (3) business days' notice for the purposes of auditing or inspection for purposes of verifying compliance with the terms of the contract and applicable law.



D. The LDC reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.




3.15 NO LEGAL OBLIGATION



The issuance of this RFP and the submission of a Proposal by any Respondent or acceptance of such Proposal by the LDC does not obligate the LDC or the BID in any manner. Legal obligations of the LDC will only arise on the execution of a formal contract by the LDC and the selected firm. The BID shall have no legal obligations under any such contract.


APPENDIX: POTENTIAL CAPITAL PROJECTS

The table below details possible capital projects and improvements that could be implemented by USP in order to achieve its longer-term goals for the District. This initial list was generated from stakeholder feedback and is not intended to be an exhaustive catalog of all possible projects.

Potential Projects					
Potential Project	Description	Connections to Goals			
		Develop Cohesive, Multi-use Spaces	Enhance Public Safety	Provide Best-in-Class Public Amenities	Improve Sustainability + Resiliency
Redesigned Tree Pits 	<p>Tree pit design, tree guard installation, and replanting for healthier trees and uniformity across the district. Some tree guard designs also function as added public seating space and/or security elements.</p>	✓	✓	✓	✓
Better Stormwater Management 	<p>Stormwater management systems (e.g., bioswales, rain gardens, permeable pavement) that double for added greenery and planting space for streetscape beautification. Areas like Union Square East and the South Plaza of the Park, in particular, have runoff challenges.</p>	✓			✓

Potential Projects					
Potential Project	Description	Connections to Goals			
		Develop Cohesive, Multi-use Spaces	Enhance Public Safety	Provide Best-in-Class Public Amenities	Improve Sustainability + Resiliency
Consistent Street Lamp Design 	Install new street lamps with consistent style and design throughout the district. All lamps throughout the district should also be energy-efficient lighting.	✓	✓	✓	✓
Accessible and Sustainable Water Fountains 	New water fountains with bottle refilling stations that are designed to be ADA accessible, with easily vertical water bottle refill fountains to reduce plastic waste bottle use.			✓	✓
Flexible Security Structures 	Install new permanent, flexible security features near key public spaces (e.g., Park, pedestrian plazas) that meet the needs of pedestrian safety, deter unwanted vehicles, and positively contribute to plaza designs.		✓	✓	

Potential Projects					
Potential Project	Description	Connections to Goals			
		Develop Cohesive, Multi-use Spaces	Enhance Public Safety	Provide Best-in-Class Public Amenities	Improve Sustainability + Resiliency
Permanent Pedestrian Space and Amenities 	<p>Create additional, permanent public spaces with amenities for pedestrians throughout the district. Pedestrian plazas and shared streets open up opportunities to develop green space, public seating, central meeting spots and landmarks, traffic calming measures, added bike parking and kiosks, food vendors, and opportunities for building up the neighborhood brand.</p>	✓	✓	✓	✓
Improved Waste Storage Infrastructure 	<p>Enhance trash collection and pick-up infrastructure within the Park and surrounding district to minimize quality-of-life impacts (e.g., permanent and/or submerged storage for bagged trash on Union Square East). Offering recycling in the public space with separated bins for mixed plastics, metal, glass bottles and cans.</p>			✓	✓

Potential Projects					
Potential Project	Description	Connections to Goals			
		Develop Cohesive, Multi-use Spaces	Enhance Public Safety	Provide Best-in-Class Public Amenities	Improve Sustainability + Resiliency
Subway Station Improvements 	<p>An initial round of less capital-intensive upgrades could include coded exits for nearby landmarks and institutions, or colored appliques to help signal and guide pedestrian flow toward exits and other transfer points. Other possibilities include addressing ADA accessibility, public art, upgraded concession spaces, and improved public speaker systems for station announcements.</p>		✓	✓	