

UNION SQUARE PARTNERSHIP

**Union Square Partnership
District Management Association, Inc.**

REQUEST FOR PROPOSALS

Public Relations Services

**Fiscal Years 2020, 2021, 2022
(August 1, 2019 – June 30, 2022)**

1. INTRODUCTION

The Union Square Partnership District Management Association, Inc. (the “DMA”), a not-for-profit 501(c)(3) corporation which operates the 14th Street – Union Square business improvement district (the “District”) and works in conjunction with Union Square Partnership, Inc. (the “LDC”), is soliciting proposals from New York City VENDEX-approved qualified firms (“Respondents”) to promote the District as a vibrant, mixed-use community that promotes livability, sustainability, economic vitality and community partnership through media and public relation strategies; to advise the DMA on press and public relations matters; and to assist the DMA in broadening awareness of its mission and work – including for example by amplifying space leasing efforts, community programs, the work of small businesses in the District, and long-term planning efforts under a comprehensive strategic vision. We are looking for a savvy agency with a proven track record of innovation in the media and digital communications space, including deep contacts within New York City reporting pools.

2. PROPOSAL SUBMISSION PROCESS

Responses to this RFP (including inquiries) must be submitted electronically to RFP@unionsquarenyc.org and one final print copy delivered in a sealed envelope to the DMA no later than the close of business (5:00 PM) on Wednesday, July 10, 2019. Proposals received after the Closing Date may not be accepted and, if accepted, may not be considered in response to this RFP.

Submissions shall be addressed as follows:

**Union Square Partnership District Management Association, Inc.
4 Irving Place, Room 751
New York, NY 10003
Attention: Jennifer Falk, Executive Director**

Public Relations firms interested in providing these services are required to submit a proposal that includes the following:

- a. A detailed scope of work. The scope should include a description of the tasks to be performed and the means to be used to accomplish these tasks.
- b. A detailed approach to the project which evidences the respondent’s understanding of the DMA’s mission and describes the strategy that the firm shall employ to achieve the

DMA's goals related to the maintenance of the DMA's reputation and brand across a wide spectrum of media.

- c. Documentation of the firm's experience in providing Public Relations services to similar organizations. A client list with at least three references must be provided. Please provide the Name, Organizational Affiliation, Title, Phone Number, and Email for each of the three contacts.
- d. Identification of key personnel, stating their relevant experience and specifying the extent of their commitment to this activity. This portion should also provide the names and resumes of individuals who will be performing and supervising the services.
- e. Portfolio of past similar work, including at least 3 writing samples, and identifying achievements and measurable KPI targets achieved throughout similar projects.
- f. A fee package that includes:
 - a. An estimated monthly budget that outlines the expected costs for all services including, but not limited to: pitching, story development, and strategic media relations advisement.
 - b. Unusual conditions that might affect the cost.

The DMA will review all submissions for completeness and compliance with the terms and conditions hereof. The DMA reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each Respondent's qualifications, past performance and current activities. The DMA 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 consent that the DMA may make any inquiry deemed appropriate to evaluate the Respondent's qualifications. The DMA is not obligated to accept any unsolicited additional materials, clarification, modification or background information. The DMA may conduct discussion with some of the Respondents submitting proposals and not others. The DMA 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 DMA 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. New York City VENDEX approval is required prior to awarding the contract.

3. SELECTION PROCESS

The DMA will select the Respondent which, in the sole judgment of the DMA, most successfully demonstrates the necessary qualities to undertake the project, offers the most cost-effective proposal, and best meets the needs and goals of the DMA. The DMA may award a contract to the firm whose proposal is deemed to be most advantageous to the DMA, in the DMA's sole discretion. Neither the DMA nor LDC 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.

Interviews may be held with any or all of the Respondents after the receipt of the submissions. Interviews with the DMA will be scheduled after initial review of the proposals.

Failure by the DMA 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 DMA or the LDC 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.

The DMA will evaluate submissions in response to this RFP in accordance with the following criteria, without limitation, which are not listed in order of importance:

1. Respondent's and subconsultant's experience with services required for the project and quality of staff assigned to the project.
2. Quality of response; understanding of the Media Relations needs of a non-profit, mission-based organization with a unique range of goals and functions.
3. Demonstrated experience working with not-for-profit corporations that interact with government agencies; local community-based organizations, and local elected representatives.
4. A display of knowledge of the history of the DMA and its goals and objectives.
5. The quality of the submitted portfolio of past similar work.
6. Fee proposal, including fixed fee for all services and reimbursable expenses. Willingness to allocate or shift resources as needed.

4. **PERTINENT DATES**

The current anticipated schedule for this effort is as follows:

Release Date:	June 17, 2019
Question Submission Deadline:	June 26, 2019
Question Response Date (via email):	July 2, 2019
Final Submission Closing Date:	July 10, 2019
Interviews Begin Week Of:	July 15, 2019
Notifications:	July 29, 2019

5. **SCOPE OF SERVICES**

The DMA was founded over 40 years ago to promote the economic, residential, and cultural vitality of the Union Square-14th Street neighborhood. The DMA provides sanitation, public safety, economic development and marketing services, hosts a wide-range of community events, and invests in the beautification and maintenance of Union Square Park. The DMA is overseen by our Board of Directors comprised of prominent Union Square leaders from its corporate sector, academic institutions and cultural community. The services provided under this contract shall be primarily for the benefit of the DMA; provided, however, that some services may be directed toward, and will be reimbursed to the DMA by, the LDC. Invoicing instructions for such accounting purposes are described further under Section 18 of this RFP.

The DMA is seeking a firm to perform public relations and media placement services to increase its media exposure (digital and print), and to promote and publicize major organizational initiatives (discussed below), as well as the neighborhood reputation at large throughout the year. This will involve the creation and implementation of a robust, impactful and strategic public relations campaign pertaining to DMA initiatives and major happenings in the District. The selected firm will work closely with the DMA's leaders on its messaging and seek to secure and enhance media exposure for both DMA and the larger District. Ideally, the DMA will enter into a relationship with a firm that will be year-round, providing public relations and media placement pertaining to the DMA's ongoing and new initiatives, inclusive of the organization's 2019 Visioning & Planning Initiatives and annual holiday programming, as well as the District as a whole in terms of major new happenings and developments.

The PR campaign related to the holiday program (discussed below) should serve to inform myriad audiences about the program and encourage repeat visitation to the holiday installations, participation in the various planned programs, and most importantly enjoyment of the plethora of shopping and dining opportunities that the Union Square area offers year-round.

With respect to social media, the DMA manages and provides content for its social media activities in-house (Facebook®, Twitter®, Instagram®), therefore those services would not be part of the scope of work, except as described below.

From time to time we will ask for written work product for editorials, advertorials, blog posts, speaking engagements (speeches and talking points), website pages and social media posts.

Key Areas of Involvement and deliverables

Ongoing Strategic Advisment

- Annual strategic media and PR planning (www.unionsquarenyc.org)
- Global retail trends and commercial real estate reporting relating to the District.
- Positioning and story pitching to your set of media contacts, influencers and NY beats.
- Ideation around emerging communications tools and implementation.
- Monthly tracking of media outreach among relevant categories: Tourism, Institutional, Cultural, Political, Retail and Community Development.
- Be available for weekly calls in support of project scope.

Policy, Planning and Commercial Real Estate

- Neighborhood Infrastructure Planning and Master Visioning
 - (<https://www.unionsquarenyc.org/planning>)
 - Launch Announcements & Press Conferences
 - Event, PR materials, pitching
 - Maximize community engagement and support
- Infrastructure Improvements
 - Public Space Pilots
 - Small Business Outreach
 - Traffic planning and impact
- Retailer Openings + Broker/Business Events in the District

Annual Union Square Events

- Special Events: coverage and promotion of the event.
 - Harvest In The Square (www.harvestinthesquare.nyc)
 - Annual Fundraising/Awareness
 - Summer In The Square (www.summerinthesquare.nyc)
 - Sweat Fest (www.unionsquaresweatfest.nyc)
 - Union Square Holiday Market (Holiday Shopping Season) Kick-off (www.usgholiday.nyc)
 - Temporary Public Art Installations (<http://bit.ly/2Vi8Qyp>)
 - It's My Park! Day (<https://www.usqparkday.nyc/>)

Deliverables (A Partial List)

- Written Assignments: editorials, advertorials, blog posts, digital posts, press releases and speaking engagements (speeches and talking points), website pages and social media posts.
- USP articles in conjunction with the Partnership’s Annual Meeting (<http://bit.ly/2J7NOX9>)
- Cohesive annual media outreach plan.
- Media tracking reports and analytics.
- Editorial calendars in support of blog posts, social posts and business reports.
- Annual media round up and clip highlight report (to share with USP Board).

6. TERM

The contract shall be for a period of three (3) years, to commence August 1, 2019, with two (2) options for one-year renewals to be exercised by the DMA, in its sole discretion no less than 60 days prior to contract expiration. Prices for initial term and renewal terms shall be set forth in the contract.

7. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

A. The DMA 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 DMA 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.

8. FIRM PRICE AND TAXES

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.

9. ASSIGNMENT

Respondent may not assign or subcontract the contract without the express written consent of the DMA. The DMA shall have the right to (a) terminate the contract upon the termination or expiration of the agreement between the City of New York and the DMA or (b) 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 designated by the City and having authority to accept such assignment, provided further that the City of New York shall have an option to terminate

the contract upon the termination or expiration of the agreement between the City of New York and the DMA. Any subcontract for any portion of the performance to be rendered under the contract shall require the express prior written approval of the DMA (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.

10. INDEMNIFICATION

The Respondent agrees to indemnify and hold the DMA, the LDC, City of New York, and the New York City Department of Small Business Services (collectively, the “Indemnified Parties”) from and against all injuries, claims, damage, loss, judgments or liabilities, including costs and expenses, legal or otherwise, arising from, related to or in connection with the services provided under the contract because of (a) Respondent’s act or omission, including negligence, willful misconduct or material breach of the contract or (b) any third-party claim that any deliverables or other materials provided by Respondent or its subcontractor, or DMA’s use, reproduction, distribution, display or exploitation of such deliverables or materials (or a portion thereof) infringes the intellectual property rights or other rights of a third-party, including, but not limited to, third-party claims alleging copyright or other intellectual property infringement, violation of privacy rights, libel, slander or defamation. 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.

11. WARRANTIES AND COVENANTS

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

B. The Respondent agrees to provide only workers who are legally authorized to work inside the United States.

12. INSURANCE

A. 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 no 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. Respondent shall indicate whether Respondent maintains multi-media/publisher's liability insurance and E&O/professional liability insurance, and applicable limits. If vehicles are used in the performance of the contract, the Respondent shall maintain and shall cause all its subcontractors and permittees to maintain in effect Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles providing a limit of \$1,000,000 combined single limit for bodily injury and property damage. The DMA, the LDC, the City of New York, together with its officials and employees, and the New York City Department of Small Business Services and its directors, officers, 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), and the 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.

B. During the performance of the work covered by this contract, the Respondent shall maintain and shall require any subcontractors and permittees to maintain Worker's Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.

C. All insurance policies required by the contract shall be in form and substance satisfactory to the DMA 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 DMA for review and approval prior to the commencement of any work under the awarded contract.

D. All insurance policies required by the contract shall provide that any change in or cancellation of any such policies shall not be valid until the DMA has had 30 days written notice of such change or cancellation.

E. The Respondent shall procure and deliver to the DMA, the LDC, the City and the New York City Department of Small Business Services certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.

F. Respondent shall obtain such additional insurance, riders or provisions as requested.

13. 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, the selected Respondent will not be deemed to be acting as an agent of the DMA, the LDC or the City of New York by virtue of the contract or by virtue of any approval, grant or other authorization given by to the DMA. The selected Respondent shall be an independent contractor performing services for the DMA without power or authority to bind the DMA, the LDC 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 DMA, and Respondent hereby assigns all right, title and interest therein to the DMA. The content of each of the materials prepared under the contract should be an original creation of Respondent (or its subcontractor) and may not infringe or violate the copyright, trademark, intellectual property, right of publicity, right of privacy, any other proprietary or other rights of any third-party, or defame, slander or libel any individual or entity. It will be the responsibility of Respondent to make certain that the necessary contracts, licenses or releases have been obtained with respect to any third-party content, and to indemnify DMA and LDC for any failure to do so. Respondent shall comply with DMA's privacy policy.

14. TERMINATION

A. The DMA may terminate the contract at any time at its sole discretion, with or without cause, upon ten (10) days written notice. The DMA reserves the right to withhold payment, in part or in full, for failure to comply with the material terms and conditions contained in the contract. In addition, in the event of Respondent's material breach of the contract, the DMA may terminate the contract by written notice if Respondent fails to cure such breach within the seven (7) day notice period.

B. In the event of such early termination of the contract, Respondent's fees shall be adjusted on a pro rata basis or refunded to the DMA on a pro rata basis, as applicable, for work satisfactorily performed by Respondent prior to the effective date of termination.

15. 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.

16. CLAIMS OR ACTIONS

A. The Respondent shall look solely to the funds appropriated by the DMA 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 DMA to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the DMA or the LDC shall have any personal liability in connection with the contract or any failure of the DMA to perform its obligations thereunder.

B. The Respondent agrees that no action against the DMA or the LDC 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 DMA's contract with the City.

17. COMPLIANCE WITH LAWS

A. The Respondent shall comply with all applicable federal, state, and local laws, executive orders, regulations and rules, including, but not limited to, affirmative action and equal employment opportunity.

B. The Respondent shall hold harmless and indemnify the DMA and LDC from any fines, penalties and expenses which DMA or LDC may suffer by reason of the breach or non-observance by the Respondent of its obligations under Section 17(A) of this RFP.

18. PAYMENT SCHEDULE

A. 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.

B. Invoices shall be in a format approved by the DMA. The invoice shall include the full names of each person assigned to the contract, hours worked during the invoice period with a description of work performed, and the hourly billable rate for each worker for the invoice period.

C. The invoice shall provide a breakdown by hours/costs billed on each project, indicating whether the services were provided on behalf of the DMA or the LDC. The DMA shall consult

with the Respondent regarding time allocations in invoices for the DMA's accounting purposes.

C. The DMA 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.

19. 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 received; accounts 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 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 DMA reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

20. 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 DMA 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 DMA that derogatory information uncovered is of such a nature that the contract shall be terminated, (a) the contract shall be terminated and no payments shall be due under the contract, and (b) the DMA, the LDC and the City shall not be liable to Respondent for such termination.

21. NO LEGAL OBLIGATION

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

