

UNION SQUARE PARTNERSHIP

Union Square Partnership District Management Association, Inc.

REQUEST FOR PROPOSALS

Public Relations Services

(October 1, 2024 – September 30, 2029)

1. INTRODUCTION

The Union Square Partnership District Management Association, Inc. (“USP”), a not-for-profit 501(c)(3) corporation, is soliciting proposals from qualified firms (“Contractor(s)”) for public relations services. The goals of the engagement are to promote the Union Square-14th Street District (“District”; see map in Exhibit A) as a vibrant live-work-play district; to raise awareness of USP’s work to enhance the neighborhood’s quality-of-life by creating a cleaner, safer, and more enjoyable environment; and to advise USP on press and public relations matters.

We are looking for a sophisticated agency with a proven track record of innovation in the media and digital communications space, including deep contacts within New York City reporting pools across all relevant verticals, including but not limited to City government, food & beverage (hospitality), culture, travel & tourism, urban design, real estate, and public programming.

PERTINENT DATES

The current anticipated schedule for this effort is as follows:

▪ March 18, 2024	RFP Released
▪ April 5, 2024	Deadline for Questions
▪ April 12, 2024	Answers to be Published
▪ April 26, 2024	PROPOSALS DUE
▪ May 2024	Finalist Interview(s)
▪ Summer 2024	Notice of Award and Contract Execution
▪ October 1, 2024	Contract Start Date

2. PROPOSAL SUBMISSION PROCESS

One (1) copy of an electronic proposal (PDF file format) must be emailed to **rfp@unionsquarenyc.org** by April 26, 2024 at 5:00 PM EST, using the subject line *USP Public Relations Services RFP*.

Firms interested in providing these services are required to submit a proposal that includes the following delineated Sections (1-6):

1. Company Name, Primary Contact, Address, Phone Number, Email Address, NYS License/s information and current status of NYC PASSPort registration (formerly VENDEX).
2. An approach to the project, which evidences the Contractor’s understanding of USP’s mission and describes the strategy that the firm shall employ to

achieve USP's goals related to the promotion of the District and the maintenance of USP's reputation and brand across a wide spectrum of media.

3. A detailed Scope of Work that includes a description of the tasks to be performed and the means to be used to accomplish these tasks.
4. Documentation of the firm's experience in providing Public Relations services to similar organizations in New York City, including:
 - a. A client list with at least three references must be provided, including the Name, Organizational Affiliation, Title, Phone Number, and Email Address for each of the three contacts.
 - b. A portfolio of past similar work, at least 3 writing samples, and accomplishments and measurable targets achieved throughout similar projects.
5. 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. Contractors should indicate which portion(s) of the work would be subcontracted, if any. USP reserves the right to approve or refuse any and all potential subcontractors.
6. A fee schedule that includes:
 - a. Proposed fixed monthly fee covering all services including, but not limited to pitching, story development, and strategic media relations advisement.
 - b. The name and hourly billable rate of each person to be assigned to the contract.
 - c. Any allowable additional costs or reimbursables, to be approved in advance by USP.

USP reserves the right to request additional information or materials it may deem appropriate and necessary to evaluate each Contractor's proposal. Submission of a proposal shall constitute the Contractor's consent that USP may make any inquiry deemed appropriate to evaluate the Contractor's qualifications, past experience or current activities.

In accordance with City of New York rules, Contractors must have completed submission of the requisite PASSPort (formerly VENDEX) Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation in order to be awarded this contract.

Questions regarding this RFP should be submitted in writing to rfp@unionsquarenyc.org no later than 5:00 PM EST on April 5, 2024. A list of questions and responses will be posted on <https://www.unionsquarenyc.org/rfps> no later than April 12, 2024.

3. SELECTION PROCESS

USP will review all proposals for completeness and compliance with this RFP. USP may request such additional material as it deems necessary to assist USP in making an informed decision. USP 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 Contractor's permission to USP to make such inquiries concerning the firm as USP in its discretion deems useful or appropriate, subject to applicable law. USP is not obligated to accept any unsolicited additional materials, clarification, modification or background information. USP may conduct discussions with some of the Contractors submitting proposals and not others.

After conducting an initial review of the proposals, USP will narrow the list of Contractors being considered and may ask some or all to attend interviews to be scheduled at a mutually convenient time in or around May 2024. If so requested, failure to appear for an interview may result in a Contractor being deemed disqualified. USP will send a final decision to all Contractors in Summer 2024.

USP will select the Contractor which, in the sole judgment of USP, most successfully demonstrates the necessary qualities to undertake the project, offers the most cost-effective proposal, and best meets the needs and goals of USP. USP may award a contract to the firm whose proposal is deemed to be most advantageous to USP, in USP's sole discretion.

USP shall not pay any costs incurred by any Contractor in responding to this RFP. The review or selection of a submission will create no legal relationship or equitable rights in favor of a Contractor, including, without limitation, rights of enforcement or reimbursement.

Failure by USP to select a Contractor, or to enter into a contract with a Contractor if selected as a result of this RFP, will not create any liability on the part of USP or any of their members, directors, officers, employees, agents, consultants, or other Contractors. Submission of a proposal by a firm shall constitute a waiver by the Contractor 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.

USP 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. Contractor's experience with public relations services required for the project, and expertise of staff assigned to the project.

2. Quality of response, including understanding of Union Square Partnership and its history, goals and objectives.
3. Demonstrated understanding of the public relations needs of a mission-driven organization with a diverse range of goals and functions; and demonstrated experience working with New York City non-profits that interact with government agencies, local elected representatives, and other community-based organizations.
4. The quality of the submitted portfolio of past similar work.
5. Fee schedule, including fixed fee for all services and reimbursable expenses.

4. SCOPE OF SERVICES

Union Square Partnership is a non-profit 501(c)(3) corporation comprising Manhattan's first business improvement district and a local development corporation. The organization was founded over 40 years ago to promote the economic, residential, and cultural vitality of the Union Square-14th Street neighborhood. USP 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 organization is overseen by a Board of Directors comprised of prominent Union Square leaders from its business and real estate sectors, academic and medical institutions, and cultural and hospitality communities.

USP is seeking a public relations firm to promote the Union Square-14th Street District as a vibrant live-work-play district; to raise awareness of USP's work to enhance the neighborhood's quality-of-life by creating a cleaner, safer, and more enjoyable environment; and to advise USP on press and public relations matters.

The public relations firm will develop and implement a robust, impactful and mission-aligned public relations strategy pertaining to USP's day-to-day core services, special initiatives, and major happenings and trends in the District. The selected firm will work closely with USP on public messaging and secure high-impact media exposure for USP and the District as a whole. The selected firm will be the first point of contact for incoming media inquiries, proactively generate media coverage, support the planning and execution of USP press events, assist with any emergency response to unforeseen events, as needed, and support the strengthening of USP's community relationships.

In addition to developing briefs and talking points to prepare USP leadership for any media opportunities, the selected firm will be asked from time to time to provide written work product for editorials, advertorials, blog posts, public speaking engagements (e.g., speeches, hearing testimony, and talking points for panel discussions or similar), public-facing support

letters, website pages and other similar external facing documents. And while USP manages its own social media channels, USP may seek support from the selected Contractor from time-to-time to suggest social media language to amplify press coverage across multiple platforms.

To support the overall scope of work, the selected firm will develop a strategic annual media outreach plan; provide regular media clips, tracking reports and analytics; and deliver an annual media round up and clip highlights report to share with the Union Square Partnership Board of Directors.

Specific angles for coverage may include highlighting office, retail and hospitality trends in the neighborhood, including hot new businesses and emerging industry clusters; promoting Union Square’s culinary scene including well-known favorites, up-and-coming chefs, and hidden gems; attracting visitors to the Union Square Holiday Market and GrowNYC’s flagship Union Square Greenmarket; publicizing USP’s quarterly real estate publications alongside amplification of local real estate brokers’ leasing efforts and celebrations of new tenant signings in the District; promoting USP-produced events and other community programming; championing the work of local small businesses and residents that are making a difference in the community; promoting USP’s USQNext Vision Plan to transform the District’s public realm into a high-quality urban environment; and finding opportunities for industry thought leadership via speaking engagements and opinion pieces.

The selected firm will support USP on promoting its overall goals, priority special projects, day-to-day core services, and annual calendar of events and programming, including, but not limited to:

- Overall mission and goals (<https://www.unionsquarenyc.org/about-usp>)
- Day-to-day core services:
 - Clean + Safe Programs
 - Public Space Management
- Planning + Economic Development
 - USQNext Vision Plan (<https://www.usqnext.org/>)
 - Commercial Real Estate Publications + Trends
 - USP’s Annual [Commercial Market Report](#)
 - USP’s Quarterly [Biz & Broker Report](#)
 - District Retail and Office Openings + emerging industry clusters
 - Placemaking
 - [Streetscape + Lighting Master Plan](#)
 - Tactical urbanism projects
 - [Temporary Public Art Installations](#)
- Events + Programming Coverage and Promotion
 - [Annual Meeting](#)
 - [Harvest](#)

- [Summer in the Square](#)
- [Busway Mural](#)
- [Winter Holiday Programming](#)
- Union Square Holiday Market
- Union Square Greenmarket
- Other key neighborhood categories:
 - Hospitality
 - Arts & Culture Venues (e.g., Vineyard Theatre, Classic Stage Company, The Stand, Upright Citizens Brigade)
 - Tourism
 - Tech, VC + other innovation sectors
 - Educational + Medical Institutions (e.g., NYU, The New School, Mount Sinai)
 - Residents + Community

5. TERM

The contract shall be for a period of 5 years, to commence October 1, 2024, with a 1-year renewal option at USP's sole election.

6. CHANGES IN SCOPE OF SERVICES AND PERSONNEL

- A. USP reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.
- B. If USP 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.

7. FIRM PRICE AND TAXES

- A. The price agreed upon by the selected Contractor and USP for the stated services shall be the confirmed price as set forth in the contract and will not be subject to change for the duration of the contract. USP 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 Contractor (USP is tax-exempt). The Contractor assumes exclusive liability for and shall pay all contributions or taxes imposed or required by the unemployment insurance laws of New York, the Federal Social Security Act, or any other act, now or hereafter in effect, upon or in respect to wages, salaries, health insurance,

other benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

8. ASSIGNMENT

- A. The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract or any part thereof or of its interest therein and assign, by power of attorney or otherwise, any of the monies due or to become due under the contract without the express written consent of USP (and subject to applicable PASSPort requirements). The Contractor shall not be relieved of any obligations hereunder by reason of any such approved assignment.
- B. USP shall have the right to terminate the contract upon the termination or expiration of the agreement between the City of New York and USP or 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, provided 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 USP.

9. SUBCONTRACTING

The Contractor shall not subcontract all or any portion of the performance to be rendered under the contract without the express prior written approval of USP (and subject to any applicable PASSPort requirements). The Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

10. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless USP, the Union Square Partnership, Inc. (“the LDC”), the City of New York, the New York City Departments of Small Business Services (“SBS”), and their respective agents, officials, officers, directors, employees and volunteers of these entities (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) Contractor’s act or omission, including negligence, willful misconduct or material breach of the contract or failure to comply with the law, by the Contractor or its employees, agents, subcontractors, contractors, or permittees (b) any third-party claim that any deliverables or other materials provided by Contractor or its subcontractor(s), or USP or LDC’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 Contractor shall be solely responsible for the safety and protection of all

its employees, agents, subcontractors, contractors, or permittees and shall assume all liability for injuries, including death, that may occur to said employees, agents, subcontractors, contractors, or permittees due to the negligence, fault, or default of the Contractor. The Contractor shall also require such indemnification from its subcontractors, consultants, and permittees. This clause shall survive the expiration or termination of this contract and the work.

11. WARRANTIES AND COVENANTS

- A. The Contractor 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 Contractor 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 Contractor agrees to use its best efforts to provide the services herein described with employees hired from the local community, including, without limitation, employees residing within the District. In addition, the Contractor 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 Contractor 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 the contract 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 (with no exclusions for Labor Law 240/241 violations). Such insurance shall be as broad as the latest edition of ISO Form CG 00 01;
- B. Multi-media/publisher's liability insurance with a limit as approved by the USP in its sole discretion;
- C. If vehicles are used in the performance of the contract, the Contractor 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.

- D. The Contractor shall maintain an umbrella policy in an amount not less than \$2,000,000.00.
- E. USP, the LDC, the City of New York, including its agencies and offices, and their respective directors, officers, officials, 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 Contractor 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.
- F. During the performance of the work covered by this contract, the Contractor 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.
- G. Contractor shall also maintain, and shall require its subcontractors to 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 contract.
- H. All insurance policies required by the contract shall be in form and substance satisfactory to USP 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 USP for review and approval prior to the commencement of any work under the awarded contract.
- I. All insurance policies required by the contract shall provide that any change in or cancellation of any such policies shall not be valid until USP has had 30 days written notice of such change or cancellation.
- J. The Contractor shall procure and deliver to USP, 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.
- K. Contractor shall obtain such additional insurance, riders or provisions as requested.

13. INDEPENDENT CONTRACTOR

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 Contractor will not be deemed to be acting as an agent of USP, 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 USP. The selected Contractor shall be an independent firm performing services for USP without power or authority to bind USP or the City. The Contractor shall be solely responsible for all acts taken or omitted by Contractor, its employees, agents, subcontractors, and permittees.

14. INTELLECTUAL PROPERTY

- A. Contractor acknowledges that any materials prepared under the contract, including by subcontractors, will be a "work made for hire" and will belong entirely to USP, and Contractor hereby assigns all right, title, and interest therein to USP, its successors and assigns, in perpetuity and it or they may make use of such rights in all media throughout the universe without further obligation to Contractor. However, if it is determined that any such materials are not works made for hire, Contractor will be deemed to have assigned all right, title and interest therein, including the copyright, to USP, its successors and assigns and will be deemed to have waived any right to terminate such assignment. Contractor will cause a similar provision to be included in every agreement it has with a subcontractor or individual performing services under the contract.
- B. The content of each of the materials prepared under the contract should be an original creation of Contractor (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 Contractor to make certain that the necessary contracts, licenses or releases have been obtained with respect to any third-party content, and to indemnify USP, the LDC, and the City of New York for any failure to do so. Contractor will require every subcontractor or individual performing services related to this contract to make a similar representation. Contractor shall comply with USP's privacy policy.

If Contractor will or may seek any modifications to intellectual property requirements as defined herein, Contractor must submit modifications for consideration as part of their proposal.

15. TERMINATION AND CANCELLATION

- A. USP may terminate the contract at any time at its sole discretion, with or without cause, upon ten (10) days written notice. USP 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 selected Contractor's material breach of the contract, USP may terminate the contract by written notice if Contractor fails to cure such breach within the seven (7) day notice period.

- B. In the event of such early termination of the contract, the selected Contractor's fees shall be adjusted on a pro rata basis or refunded to USP on a pro rata basis, as applicable, for work satisfactorily performed by Contractor prior to the effective date of termination. If Contractor has entered into any subcontracts for purposes of carrying out the services, upon early termination of the contract, USP shall direct the Contractor whether to (i) transfer each such subcontract to USP, in whole or in part, or (ii) terminate each such subcontract; and Contractor shall carry out such transfer or termination expeditiously. Each such subcontract shall permit such transfer or early termination.

16. 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.

17. CLAIMS OR ACTIONS

- A. The Contractor shall look solely to the funds appropriated by USP for the contract for the satisfaction of any claim or cause of action the Contractor may in connection with the contract or the failure of USP to perform any of its obligations thereunder. No officer, director, employee, agent, or other person authorized to act on behalf of USP or the LDC shall have any personal liability in connection with the contract or any failure of USP to perform its obligations thereunder.
- B. The Contractor agrees that no action against USP or the LDC in connection with the contract shall occur or be maintained unless such action is commenced within six (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 8 of USP's contract with the City.

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. The invoice shall include the full names of each person assigned to the contract, their hourly wage, the total hours worked during the invoice period, the hourly billable rate for each worker and the total billable cost of each worker for the invoice period.
- C. USP reserves the right to withhold payment, in part or in full, from the selected Contractor for failure to comply with the substantive requirements of the contract.

19. BOOKS, RECORDS, AUDITS AND INSPECTIONS

- A. The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.
- 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 Contractor'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. USP reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

20. PASSPort

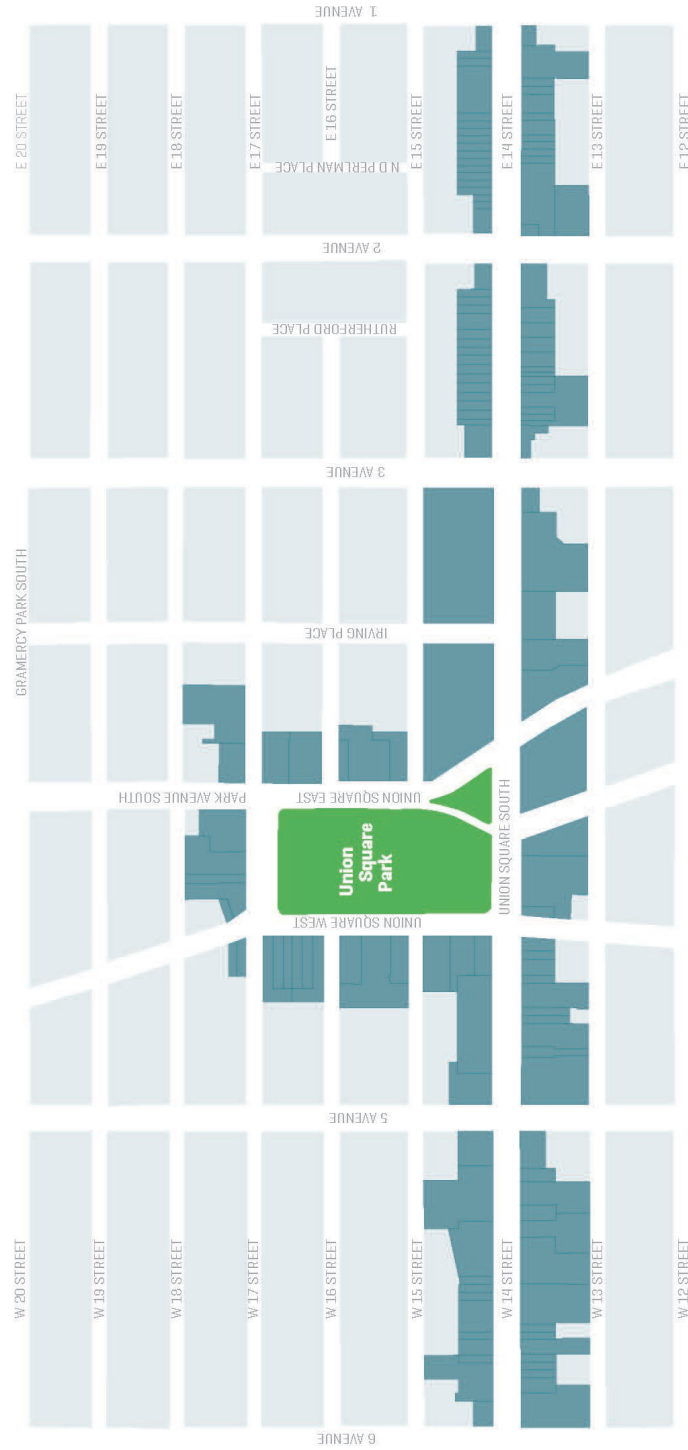
Contract shall be effective subject to selected Contractor's successful completion of a PASSPort (formerly VENDEX) review by the City. No payments shall be made under the contract unless and until (i) PASSPort has been completed, and (ii) USP has been notified by SBS that no derogatory information has 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 USP 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) USP and the City shall not be liable to Contractor for such termination.

21. NO LEGAL OBLIGATION

The issuance of this RFP and the submission of a proposal by any Contractor or acceptance of such proposal by USP does not obligate USP in any manner. Legal obligations of USP will only arise on the execution of a formal contract by USP and the selected Contractor.

**EXHIBIT A
DISTRICT MAP**



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