



Flatiron/23rd Street Partnership Business Improvement District (BID)

REQUEST FOR PROPOSALS

**Event Planning and Management Services –
Flatiron Holiday Season Installation and Activities**

July 29, 2014

INTRODUCTION & BACKGROUND

The Flatiron/23rd Street Partnership Business Improvement District (Flatiron BID), a non-profit organization for economic and community development, seeks proposals from qualified firms through this request for proposals (RFP) to develop and manage events and programming related to a large scale holiday season installation (Installation) on the North Flatiron Public Plaza (North Plaza) during the 2014 holiday season.

The North Plaza is located between Broadway and Fifth Avenue, stretching between 23rd and 24th Streets and immediately north of the iconic Flatiron building. The plaza is furnished with tables and chairs. Free Wi-Fi and an electrical connection are available as well. See photo below.



In 2012, the Flatiron BID debuted an oversized 12' by 10' by 15' pop-up holiday card, which opened to depict a whimsical, idealized, historical scene of shoppers enjoying an evening in the Flatiron District. Throughout the month of December, 23 days of free programming were offered on the North Plaza.

About Past Holiday Events

For the last two years, the BID has offered free programming on the North Plaza under the umbrella of "23 Days of Flatiron Cheer." The content of events varied throughout the 23 days

and included performances, giveaways, crafts and charitable components in partnership with local Flatiron businesses, cultural groups and non-profit organizations.

About the 2014 Installation

For 2014, the Flatiron BID, in partnership with the Van Alen Institute, has issued a closed call design competition to seven (7) firms. It is anticipated that the selected installation will be similar in size to the holiday card. The winning design will be selected at the end of August and will be in place for approximately six weeks during the 2014 holiday season (last week of November through the first week of January).

SCOPE OF SERVICES

The Flatiron/23rd Street Partnership seeks an experiential marketing firm to develop and manage events and programming in relation to and in support of the large scale holiday season installation. The events and programming will help to enliven the Flatiron Public Plazas during the holiday season; increase exposure for the Flatiron District and the Flatiron BID; attract visitors to the district; encourage visitors to patronize local Flatiron District businesses; and serve as a source of fun and enjoyment for the businesses, employees, residents and other stakeholders of the district.

In addition to the Flatiron BID staff, the chosen firm will also work in collaboration with the BID's public relations team from Anat Gerstein Inc. who will oversee and direct a robust campaign leading up to and during the holiday program.

It is the intention of the Flatiron BID to enter into a contract for the 2014 holiday season with the chosen firm for the execution of this project, along with a renewal option for two additional one-year terms.

Development of Events and Programming

Drawing upon their expertise and experience, together with input from and discussions with the Flatiron BID, the chosen firm will develop and execute a variety of events and programs to enliven the North Plaza during the 2014 holiday season. Events may range from a single day or night, to multiple days and times.

It is expected that there will be an opening launch event on the North Plaza the week of November 24th, which will include unveiling the installation, remarks from local dignitaries and sponsors, as well as giveaways and entertainment.

Some basic suggested guidelines for the holiday programming are as follows:

- Illustrative of the holiday season, but non-denominational
- Free and open to the public
- Interactive
- Promotional
- Service-oriented/charitable
- Community-oriented and supportive of the surrounding area
- Partners with/utilizes neighborhood organizations and businesses
- Focused on supporting and patronizing local businesses and attractions

The chosen firm will also be responsible for some or all of the following activities, depending on what will be required by the actual individual events and programs.

- Outreach to local businesses and organizations to solicit participation and other types of support for the various events.
- Assistance with and coordination of securing of any and all required permits, such as but not limited to Department of Health permits, amplified sound permits, etc.

Event Management

The Flatiron BID will be involved and active in the execution of the events and programs, and will provide assistance to the chosen firm to implement the holiday programming. However, due to the small staff of the Flatiron BID, the chosen firm will be tasked with successfully coordinating, managing, and staffing all aspects of the events and programs developed in collaboration with the Flatiron BID.

PROJECT BUDGET

The Flatiron BID has a budget of approximately \$30,000 for the development and execution of 2014 holiday events and programs.

SUBMISSION GUIDELINES

Firm Experience

The respondent shall be experienced in the following:

- Successfully executing outdoor events and programs, both experiential and observational.
- Working in the public realm and/or on public space.
- Producing dynamic, innovative and interesting events and programs.
- Experience with the technical aspects of implementing events and programming on public space required by the scope of services.
- Navigating city permitting and approval processes to execute public projects similar to what is being sought by the Flatiron BID.

It is preferred, but not required, that the respondent have experience in:

- Media partnerships and communications.
- Social media campaigns and contests.

Dates and Deadlines

- RFP Release Date: July 29, 2014
- Question Submission Deadline: August 5, 2014
- Question Response Date: August 12, 2014
- Proposal Submission Closing Date: August 27, 2014
- Decision Notification Date: TBD (estimated mid-to-late September)

Submission Format

Five (5) copies of the written proposal must be received by the Flatiron BID by August 27, 2014. 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:

**Flatiron/23rd Street Partnership
27 West 24th Street, Suite 800B
New York, NY 10010**

Attention: Scott Lamkin, Program Manager

In addition to the five hard copy proposals delivered to the address above, an electronic proposal should be submitted in pdf format to slamkin@flatironbid.org. The Flatiron BID will not accept oral proposals or proposals submitted solely by facsimile, electronic mail, etc.

Questions & Answers

Questions regarding the RFP must be in writing and should be directed to Scott Lamkin, Program Manager, via e-mail (slamkin@flatironbid.org). Questions should be submitted no later than August 5, 2014. All questions and responses will be shared with all proposers.

Submission Content

Each of the five copies of the submission shall contain the following information:

- The Project Proposal
 - Project Overview: A brief narrative overview of the proposers approach and an outline of how the project will be successfully executed.
 - Development of Events and Programs: Brief descriptions of potential events and programming concepts, including an outline of and suggestions for the opening launch event.
 - Project Schedule: A preliminary project schedule from development of initial concepts for the events and programming through to execution.
 - Budget: Estimated costs for each aspect of the project as defined in the Scope of Services (development of events and programming, event management), as well as estimated cost for any and all proposed event or programming concepts must be provided.

- About the Proposer
 - A description of the respondent or lead firm's organization, including a history of the firm.
 - A description of any other firms or specialists being engaged, identifying the various individual specialists and proposed roles and responsibilities of each.
 - A detailed statement of the respondent's approach and ability to provide the services as outlined in the Scope of Services. The statement should illustrate clearly that the respondent is capable of and experienced in providing all of the services necessary for the complete performance of the project.
 - A statement that the respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation for the completion of the project.
 - A description of services the respondent has previously provided to organizations with similar requirements to those contained herein. The names, addresses and telephone numbers of three (3) references who can attest to the respondent's involvement and the scope of services should be included.

Review of Submissions

The Flatiron BID will review all submissions for completeness and compliance with the terms and conditions hereof. The Flatiron BID 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 Flatiron BID 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 Flatiron BID to make such inquiries concerning the respondent as the Flatiron BID in its discretion deems useful or appropriate. The Flatiron BID is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information. The Flatiron BID may conduct discussions with some of the respondents submitting proposals and not others. The Flatiron BID reserves the right, in its sole discretion, to reject at any time, any or all proposals, and to withdraw this RFP without notice.

SELECTION

The Flatiron BID will select the respondent which, in the sole judgment of the Flatiron BID, 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 Flatiron BID. The Flatiron BID reserves full right to reject all proposals if it so chooses. Under no circumstances will the Flatiron BID pay any costs incurred by a respondent in responding to this RFP. The review or selection of a proposal submitted by a respondent will create no legal submission or equitable rights in favor of the respondent, including without limitation, rights of enforcement or reimbursement.

The Flatiron BID may choose one respondent to execute one or more aspects of the project as defined in the Scope of Services. Furthermore, the Flatiron BID may choose multiple respondents to execute different aspects of the project.

Selection Criteria

Criteria on which the Flatiron BID will base its selection may include, without limitation, the following:

- The creativity of the proposed events and programming concepts.
- The success with which the proposal(s) meet the needs and goals of the Flatiron BID in the undertaking of this project.
- The respondent's demonstration of experience in providing services similar to those required by the RFP.
- The quality of the respondent's management, reputation, and references.
- The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the services required by the RFP.
- The cost estimates to complete the project.

Interviews

Interviews may be held with any or all of the respondents after the receipt of the submissions. Interviews with the Flatiron BID will be scheduled after initial review of the proposals.

GENERAL TERMS

The following general terms pertain to work performed on the Flatiron Public Plazas as per the License Agreement between the Flatiron BID and DOT. The License Agreement with DOT and the rules and regulations pertaining to the Public Plazas as part of the New York City's plaza program shall govern all work, activities, and events on the plazas. The sections below provide an overview of the general terms that will be applicable, and all respondents should understand and expect that they will be held to the terms described below. Language may be altered, added, or deleted in the final agreement between the successful respondent and the Flatiron BID at the request of the BID.

Permits

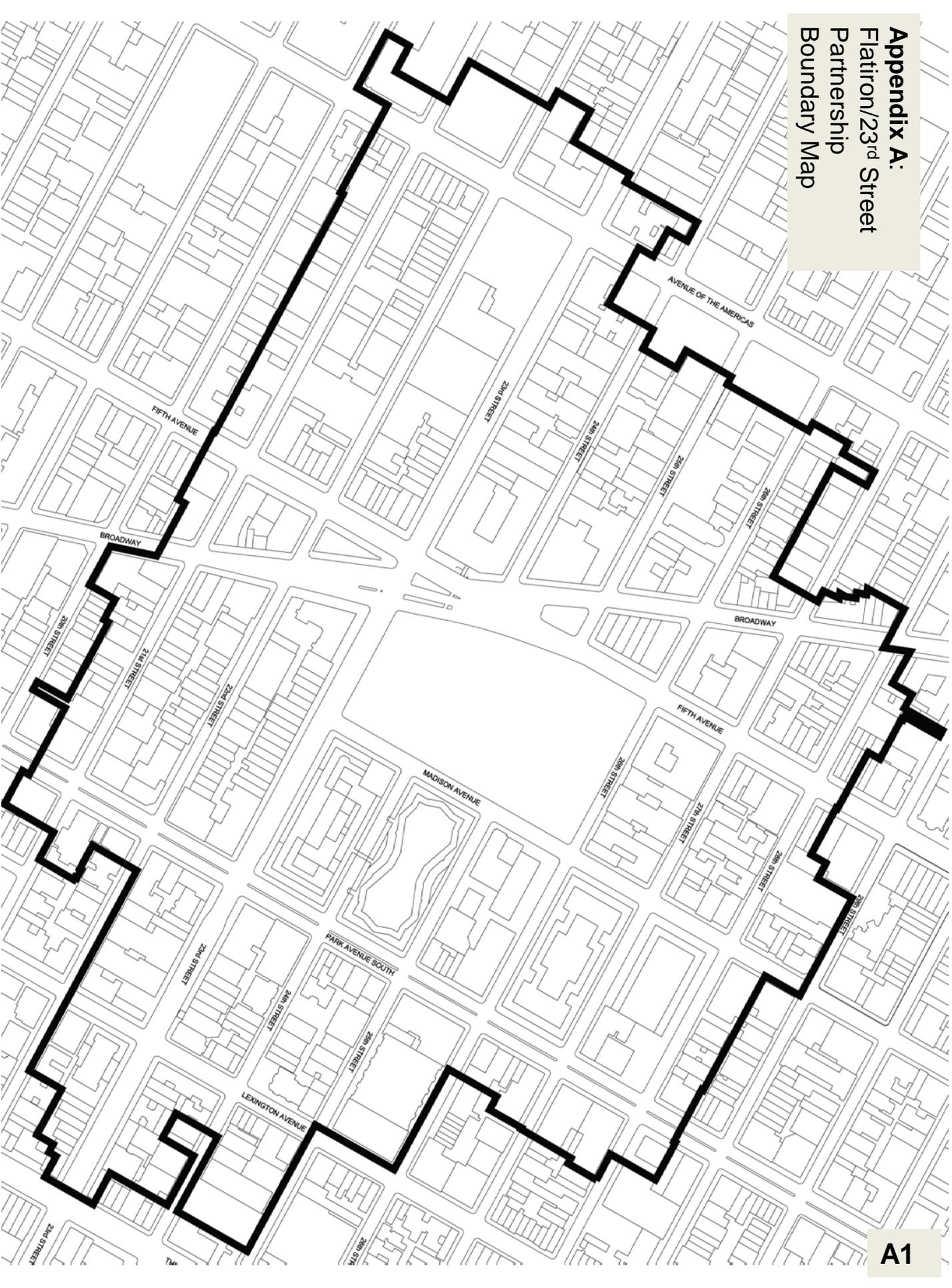
The respondent selected shall be responsible for obtaining all required permits, licenses, approvals and authorizations from any and all appropriate City, State and Federal agencies necessary to install, operate and manage the project. Costs associated with obtaining the aforementioned items must be included in the project cost estimates.

Insurance & Indemnification

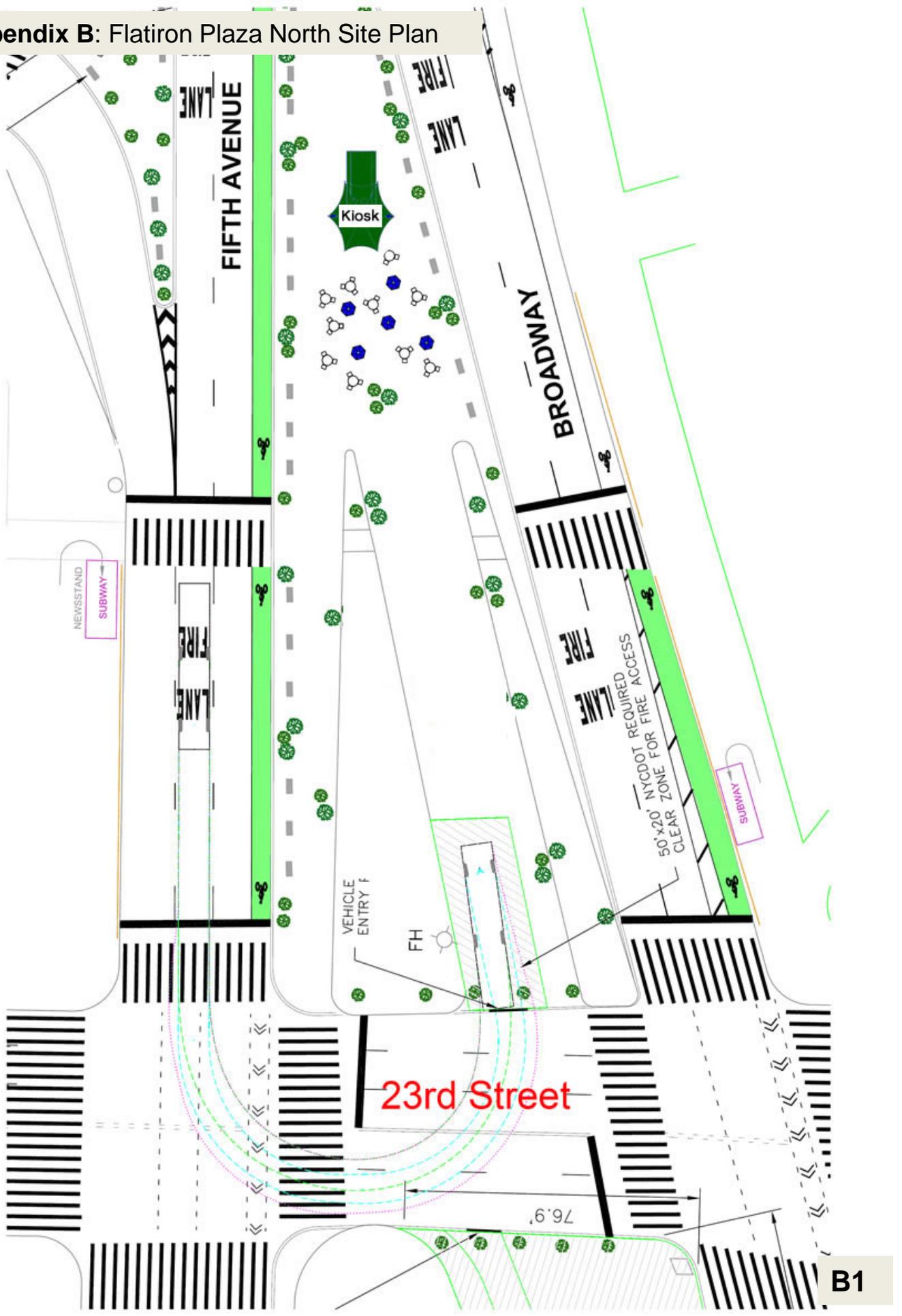
Please see attached Appendix C.

- Appendix A: Flatiron/23rd Street Partnership BID boundary map**
- Appendix B: Flatiron Plaza North Site Plan**
- Appendix C: Insurance & Indemnification Requirements**

Appendix A:
Flatiron/23rd Street
Partnership
Boundary Map



Appendix B: Flatiron Plaza North Site Plan



CONTRACTORS INSURANCE AND INDEMNITY AGREEMENT

Contractor, its subcontractors and sub-subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by Flatiron/23rd Street Partnership District Management Association (DMA), Inc., doing business as the Flatiron/23rd Street Partnership Business Improvement District (hereinafter referred to as "Flatiron BID").

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

- (1) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive its right of subrogation against Flatiron BID, Flatiron BID's agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Flatiron BID or its agents or employees for any losses.
- (2) Workers' Compensation affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (3) Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- (a) contractual liability
- (b) independent contractors
- (c) gravity related injuries
- (d) injuries sustained by employee of an insured or any insured
- (e) expected or intended injury for assault and battery.

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

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

CONTRACTORS INSURANCE AND INDEMNITY AGREEMENT

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- (5) If applicable, Security Guard Errors and Omissions Liability insurance at not less than a \$2,000,000 limit providing coverage for damages arising out of acts, errors or omissions of the contractor.
- (6) Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Flatiron BID and all other entities that may be reasonably required as "additional insured". Coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

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

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

(7) EVIDENCE (NOTICES) OF COMPLIANCE

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

Contractor shall furnish Flatiron BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon Flatiron BID's request, shall provide Flatiron BID with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

Each certificate shall be marked "Premium Paid".

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

**Jennifer Brown, Executive Director
Flatiron/23rd Street Partnership
27 West 24th Street, Suite 800B
New York, NY 10010**

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

CONTRACTORS INSURANCE AND INDEMNITY AGREEMENT

(8) INDEMNIFICATION/HOLD HARMLESS

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

By: _____
Contractor

By: _____
Flatiron BID

Name, Title

Name, Title

Date: _____

Date: _____