



# **REQUEST FOR PROPOSALS – AMENDED 1.30.20**

January 9, 2020

Public Realm & Streetscape Action Plan

The Flatiron/23rd Street Partnership (the “Partnership”) is seeking a Consultant Team (the “Consultant”) to conduct a comprehensive study and implementation plan (the “Plan”) of the Flatiron and NoMad public realm with the goal of creating an enjoyable, aesthetically pleasing streetscape experience with enhanced connections to adjacent neighborhoods including Chelsea, Union Square, Gramercy, and lower Midtown. The Consultant is expected to analyze current conditions, engage stakeholders, create a unifying vision and urban design framework, and develop a streetscape implementation and maintenance plan for immediate, mid-range, and long-term enhancements.

## **BACKGROUND**

### **About the Partnership**

The Partnership was formed in 2006 by property owners, businesses, residents, and others with a stake in the Flatiron District and the 23<sup>rd</sup> Street Association. The Partnership's mission is to enhance the reputation of Flatiron and NoMad as two of New York's most vital and exciting neighborhoods.

The Partnership's annual operating budget is paid via an assessment on commercial property within the district. In return, the Partnership provides services through five program areas: Clean Streets, Public Safety, Social Services/Homeless Outreach, Public Improvements & Beautification, and Marketing & Community Engagement. The Partnership acts as a steward of the neighborhood and advocates for continued enhancements on behalf of property owners, businesses, and residents. Through the Public Improvements program, the Partnership manages the daily operations of the Flatiron Public Plazas through an agreement with the NYC Department of Transportation. The Flatiron Public Plazas are currently composed of temporary materials and are in Capital Project Scope Development (CPSD) process for permanent design. **Please see Exhibit A for the draft NYC DOT Madison Square / Flatiron Plaza Reconstruction design, and Exhibit B for the draft NYC DOT Broadway Vision plans.**

### **2008 Master Plan**

In 2008, the Partnership hired Starr Whitehouse to conduct a comprehensive master planning process for streetscape and beautification projects. Working with the Partnership's Streetscape committee, Starr Whitehouse conducted an analysis of the district and prepared numerous recommendations.

Phase I of the Master Plan for Streetscape and Beautification called for hanging flower baskets; custom tree-pit guards with the Partnership logo and tree pit plantings; planting of the Park Avenue South median malls; and beautification and management of the Flatiron Public Plazas. Additional projects, including implementation of LED City Lights along 23rd Street and Broadway, and the buildout of the Flatiron Public Plazas, along with movable tables and chairs and standing planters, have been implemented. These elements are seen throughout the neighborhood today and are maintained by the Partnership through a contract with A. Bulfamante Landscaping. **Please see Exhibit C for the 2008 Master Plan.**

### **BID Expansion**

The Partnership is proposing an expansion of its service boundaries to include additional adjacent blocks to form a more cohesive, clean, and safe neighborhood. The proposed expansion will bring the Partnership's suite of services to a larger footprint that includes NoMad, the Sixth Avenue gateway, and along 20th Street from Sixth Avenue east to Park Avenue South.

As part of the successful expansion, the Partnership plans to deploy a similar horticulture palette of custom tree pit guards and tree pit plantings, hanging flower baskets, and Park Avenue South median plantings to beautify additional blocks.

## Proposed Expansion Area



### **OBJECTIVES**

The Plan aims to provide the Partnership with creative design solutions and a detailed narrative to:

1.) Establish a unique sense of place in the expansion footprint while enhancing the overall public realm of both the expansion and current service areas

- Transform the physical environment under a cohesive urban design, horticulture, and vision plan
- Prime the expansion area, especially along the Broadway and Sixth Avenue corridors, for future growth
- Create a safe and desirable pedestrian experience throughout and improve connections to adjacent neighborhoods

- Employ opportunities to creatively and appropriately pedestrianize and activate streets, open spaces, and Privately Owned Public Spaces (POPS) including Seasonal Streets and Weekend Walks, Street Seats, public art, and other placemaking elements (lighting, seating, shade structures, etc.)
- Develop strategies to improve pedestrian circulation, the bicycle network, commercial vehicle loading/unloading areas, and calm vehicular traffic
- Present opportunities to integrate sustainable and resilient infrastructure solutions such as planting elements, pervious pavers, bioswales, and stormwater management interventions

2.) Develop a phased implementation strategy, complete with a maintenance plan and budget, that considers New York City best practices including those outlined in the NYCDOT Street Design Manual and NACTO Design Guides

### **STUDY AREA**

This study will focus on the current Flatiron 23rd Street Business Improvement District service area as well as the blocks included in the proposed expansion. Major areas of interest include:

- Key corridors: Broadway between 28th and 31st Streets; Sixth Avenue between 24th and 31st Streets; Fifth Avenue and Madison Avenue between 28th and 31st Streets; and Park Avenue/Park Avenue South between 28th and 33rd Streets
- Key public spaces: Flatiron Public Plazas & Worth Square (in [preliminary design phase](#) for permanent reconstruction); POPS located within the study footprint; areas surrounding MTA subway stations, Select Bus Service stops, and PATH train stations

### **SCOPE OF SERVICES**

- Existing Conditions Analysis – The Consultant shall review existing public realm conditions and land-use regulations in the current service area and the proposed expansion footprint as well as existing and recently completed plans, studies, and reports by governmental agencies. The Consultant shall present a comprehensive analysis and preliminary findings on existing conditions and land-use to Partnership staff and City government stakeholders for feedback.
- Transportation & Mobility Analysis – The Consultant shall analyze the quality and connectivity of MTA subway and bus routes, interstate bus permits, PATH trains, pedestrian circulation and connectivity, the bike network (including locations and usage of Citi Bike docks), commercial loading zones, truck routes, micro-mobility technologies, and existing traffic/vehicle movement patterns.
- Community Engagement – The Consultant shall host at least one public design charrette to engage the Flatiron and NoMad communities on potential urban design recommendations in coordination with the Partnership, and shall conduct meetings and interviews with key stakeholders as directed by the Partnership.
- Vision & Design Framework – The Consultant shall create a narrative vision and urban design framework from the Existing Conditions Analysis, Transportation & Mobility Analysis, and Community Engagement that includes: a district identity for Flatiron and NoMad via streetscape

and public realm improvements; aesthetic and functional gateways into the district at key locations; plans and renderings for street lighting, public seating, public art, horticulture, sustainable infrastructure and enhancements for pedestrian, bicycle, and vehicle circulation.

- Public Realm Action Plan – Phase One – The Consultant shall propose recommendations for near and short-term projects compiled into a Public Realm Action Plan in coordination with Partnership staff and key stakeholders. The near-term items shall be immediate low-cost interventions, including temporary demonstration projects, and short-term projects shall be implementable within two years. Marketing and messaging of Phase One action items will be informed by a parallel district branding and identity initiative directed by the Partnership.
- Public Realm Action Plan – Phase Two – The Consultant shall propose recommendations long-term projects (3+ years) compiled into a Public Realm Action Plan in coordination with Partnership staff and key stakeholders. Phase Two projects will likely require extensive capital funds, review and approvals from public agencies and private stakeholders, recommended alterations to the existing flow of pedestrians and vehicles along streets/sidewalks, and/or other improvements and sustainable enhancements to the district’s infrastructure.
  - Both Phase One and Phase Two Action Plans must include renderings/graphics/design schematics and a detailed schedule of expected installation and maintenance costs.

#### **OTHER DELIVERABLES**

In addition to the tasks described above, the Consultant shall schedule visioning workshops for prioritization with key stakeholders, along with Partnership staff, including:

- City agencies (DOT, Parks, DCP, EDC, DDC, DEP, MTA, PDC, Landmarks, ConEd, etc.)
- Elected officials (Speaker Johnson, CM Rivera, CM Powers, BP Brewer, Mayor’s Office)
- Community Boards 4, 5, 6
- Community Groups
- Property Owners
- Institutions (Madison Square Park Conservancy, Baruch College, SVA, etc.)

The final deliverable shall be a robust and useful plan document that details the process, findings, vision and Public Realm Action Plan, and should include all text, images, and supporting documentation including and electronic database of digital maps and all survey and field data gathered. The Consultants must provide Partnership staff with editable presentations of concepts and urban design elements used throughout the project.

#### **ACTION PLAN BUDGET**

The total budget for the Streetscape Action Plan will be commensurate with the scope of work and deliverables. The proposed budget should take into consideration the Partnership’s total assessment (\$6M when expansion is implemented).

## **SUBMISSION REQUIREMENTS**

- **Cover Letter** – Include a summary of your firm’s interest in this Plan and your understanding of the services and topics. Explain why your firm is best qualified to provide these services and outline any special capabilities or qualities that would distinguish your proposal. Include information for any required subcontracted consultants or firms.
- **Project Approach** – Describe your methodological approach to the planning process based on your understanding of the project and the Partnership’s capabilities and needs. Include a framework for community engagement and include any additional deliverables you’ve determined necessary.
- **Project Team / Personnel** – Include resumes and work samples of the project lead, as well as others identified to work directly with the Partnership on this project.
- **Work Plan & Timeline** – For each item under the Scope of Services, include the timeline for completing each, along with milestones and meetings with Partnership staff and other stakeholders.
- **Fee Proposal & Cost Schedule** – Submit the costs of providing services and include projected staff hours for each component, along with a schedule of all project costs.
- **Previous Projects** – Submit 3-5 previous plans and include references for each with full contact information. Include start and completion dates, final costs, renderings/photos for the projects, and explanation of the project and how it relates to the proposed project.
- **WBE or MBE** – Women-Owned Business Enterprises (WBE) and Minority-Owned Business Enterprises (MBE) are encouraged to submit proposals.
- Five (5) copies of the written proposal must be received by the Partnership by February 7, 2020. 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**

**Attn: Kurt Cavanaugh, Director of Planning, Streetscape & Capital Projects**

In addition to the five hard copy proposals delivered to the address above, an electronic proposal should be submitted as a PDF to [kcavanaugh@flatirondistrict.nyc](mailto:kcavanaugh@flatirondistrict.nyc). The Partnership will not accept oral proposals or proposals submitted solely by facsimile, electronic mail, etc.

Questions regarding the RFP must be in writing and should be directed to Kurt Cavanaugh, Director of Planning, Streetscape & Capital Projects via e-mail ([kcavanaugh@flatirondistrict.nyc](mailto:kcavanaugh@flatirondistrict.nyc)). Questions should be submitted no later than January 17, 2020 at 5PM EST. All questions and responses will be shared with all proposers.

### **Review of Submissions**

The Partnership will review all submissions for completeness and compliance with the terms and conditions hereof. The Partnership reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each respondent team’s qualifications and past experience, or clarification or modification of any submitted proposal. The Partnership 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 team’s permission to the Partnership to make such inquiries concerning the respondent team as the Partnership in its discretion deems useful or appropriate. The Partnership is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information. The Partnership may conduct discussions with some of the respondent teams submitting proposals and not others. The Partnership 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 Partnership will select the respondent team which, in the sole judgment of the Partnership, 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 Partnership. The Partnership reserves full right to reject all proposals if it so chooses. Under no circumstances will the Partnership pay any costs incurred by a respondent team in responding to this RFP. The review or selection of a proposal submitted by a respondent team will create no legal submission or equitable rights in favor of the respondent team, including without limitation, rights of enforcement or reimbursement.

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

**PROJECT TIMELINE**

January 9, 2020	RFP Released
February 7, 2020	Proposals Due
February 11-17, 2020	Final Candidate Interviews
February-March 2020	Recommendation to Partnership’s Streetscape Committee
March 2020	Winning Firm Notified
March-April 2020	Scope of Work Confirmed
May 2020	Contract Signed
June 2020	Project Kickoff
September 2020	Board of Directors Presentation
Fall 2020	Anticipated Project Completion (negotiable)

## **CONTRACT TERMS**

The contents of the proposal prepared by the successful respondent team, with any amendments approved by the Partnership, will become part of the contract awarded as a result of this RFP process. The terms outlined below should be considered all inclusive.

The successful respondent team and particularly its lead firm will be required to:

- Work with the Partnership staff, their consultants, and designees to provide urban planning and design, architecture and landscape architecture, traffic and transportation and geotechnical engineering services;
- Assume the sole responsibility for the complete effort as required by this RFP, and be the sole point of contract with regards to contractual matters;
- Refrain from assigning, transferring, conveying subletting or otherwise disposing of the contract or its rights, titles or interest therein or its power to execute such agreement to any other person, firm, partnership, company, or corporation without the prior consent and approval in writing from the Partnership;
- Comply with applicable law governing projects initiated or supported by the Partnership, including all applicable NYC Department of Small Business Services requirements and regulations;
- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and to make such records available to the Partnership at all reasonable times during the contract period.

The Partnership reserves the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given to the team at least thirty (30) days prior to such proposed termination date. The contract term will be defined in conjunction with the selected team. The scope of these services will be non-exclusive and defined in conjunction with the selected team.

### *Additional Services*

The selected firm(s) may be asked to perform additional services, as requested in writing by the Partnership, on a time and materials basis. The firm(s) should provide the normal hourly billing rate of each principal and staff member whose resume is provided or job category may be required, and the rate used in the proposal. A schedule for any additional services will be established as future tasks are defined.

## **MISCELLANEOUS CONDITIONS**

The issuance of this RFP and the submission of a response by any responding firm(s) or acceptance of such response by the Partnership do not obligate the Partnership in any manner. Legal obligations will only arise on the execution of a formal contract by the Partnership and the firm(s) selected.

The Partnership reserves the right to amend, modify, or withdraw this RFP, to revise any requirements of this RFP, to require supplemental statements or information from any firm, to accept or reject any or all responses hereto, to extend the deadline for submission for responses thereto, to negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and to cancel this RFP, in whole

or in part, if the Partnership deems it in its best interest to do so. The Partnership may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise. Responses to this RFP will be prepared at the sole cost and expense of the responding firm(s). No copies of materials submitted in response to this RFP will be returned.

[Exhibit A – NYC DOT Madison Square / Flatiron Plaza Reconstruction](#)

[Exhibit B – NYC DOT Broadway Vision](#)

[Exhibit C – 2008 Master Plan](#)