

REQUEST FOR PROPOSAL

Pedestrian Counting & Visitor Insights

Meatpacking Business Improvement District

5 February 2024

Term of Service:

1 July, 2024 – 30 June, 2025

Request for Proposals Pedestrian Counting & Visitor Insights
Meatpacking District Management Association
Issued:

QUICK FACT SHEET

Summary of Services Needed	Pedestrian Counting & Visitor Insights
Issue Date	5 February, 2024
Questions Due	9 February, 2024
Responses to Questions Distributed	16 February, 2024
Proposals Due	1 March, 2024
Respondent Contact	Evan Sweet, Dir of Neighborhood Planning and Operations evan@meatpacking-district.com Evan Sweet Meatpacking District Management Association 32 Gansevoort Street, 5 th Floor New York, NY, 10014
Selection of Contractor Announced	April, 2024
Contract Commences	July 1, 2024
Term of Contract	1 year + four 1-year extensions

Request for Proposal

Pedestrian Counting & Visitor Insights

I. Overview

The Meatpacking District Management Association (MDMA or BID) seeks to better understand pedestrian and visitor dynamics within the boundaries of the Meatpacking District to support BID programming, long-range planning, and neighborhood marketing efforts. To achieve this the BID requires granular insights into a range of conditions related to pedestrian activity and visitation. Therefore, the BID requests proposals from qualified firms to operate pedestrian counting and visitor insights services on behalf of the Meatpacking District.

I.1 Term:

The period of the contract is 1 year commencing on July 1, 2024, and ending on June 30, 2025, with four additional one-year options to be exercised at the discretion of the BID.

I.2 Schedule:

- RFP released: 5 February 2024
- Questions due to BID from applicants: 9 February 2024
- Proposal submission deadline: 1 March 2024
- Contract awarded: April 2024
- Contract commences: July 1, 2024

I.3 Format:

Proposals will only be accepted electronically. They should be formatted into one document and submitted to:

Jeffrey C LeFrancois
Executive Director
Meatpacking District Management Association
32 Gansevoort Street, Fifth Floor
New York, NY 10014
jeffrey@meatpacking-district.com

I.4 Inquiries:

Proposers may direct questions regarding the RFP to:

Evan R. Sweet
Director of Neighborhood Planning & Operations
Meatpacking District
32 Gansevoort Street, Fifth Floor
New York, NY 10014
evan@meatpacking-district.com

NOTE: To receive responses to questions all interested respondents must fill out the expression of interest form at the following link: <https://forms.gle/9TwwLvvpZTV6Uc1L9>

I.5 Submission Requirements

All interested parties must submit a proposal detailing the firm's qualifications and expertise in administering a pedestrian counting and visitor insights service on behalf of the BID. This document should include the following elements to be considered:

I.5.a Statement of qualifications of the Proposer indicating its ability to perform the services as outlined in this RFP to include:

- Company Information: Provide background on your company including years in business, location(s), number of employees, a list of project leadership, and key team members including brief bios that outline relevant expertise and experience.
- Examples of demonstrated experience managing similar programs, preferably within the New York region, or with similar organizations such as downtown development authorities or business improvement districts.
- Description of the specific approaches, technologies, and methodologies that will be used for pedestrian counting and visitor insights. This should include details on data collection methodology, data collection processes, accuracy levels, analytics capabilities, and any other relevant information about how the work will be completed.

I.5.b. Services: Detailed response and description of services to be provided in response to specific items addressed in this RFP.

I.5.c. Budget, Cost, and Ownership Structure: A detailed budget associated with the provision of the requested services including:

- An overview of annual service costs and a breakdown of discrete services are included within the annual cost.
 - Detailed overview of all equipment costs, installation costs, and the preferred financial structure for the proposed engagement (ie. data subscription, service contract)
 - Clearly state what equipment/hardware/data products will be leased, what is considered BID property, and what is purchased by the MDMA along with associated costs, including:
 - Cameras, sensors, gateways;
 - Software platform and data access; and,
 - Extended support, installation, and maintenance.
 - Specification as to what equipment, software, delivered insights/analytics, and other deliverables are the property of the client. Explain any proprietary systems that remain the property of the company from a licensing or usage perspective.
- I.5.d. References: Provide 3 client references from similar pedestrian counting and visitor insights projects, including company name, contact name, contact title, email, phone number, location,

short project description, project date, and description of provided services and value delivered.;

I.5.e. Written evidence that Proposers are New York City PASSPort-approved contractors. No contract may be awarded to a contractor who has not received PASSPort approval from the City of New York. Therefore, all Proposers must submit completed PASSPort forms as part of the proposal.

I.5.f. Representation by the Proposer by a duly authorized representative, affirming that in responding to this RFP, it will, if awarded the contract, execute a firm and binding agreement containing, without exception, all the conditions and responsibilities outlined in this RFP.

II. Introduction

I.1 Detailed Term:

Under the implementation of the Proposed Services outlined in the District Plan, the BID is soliciting proposals for the provision of pedestrian counting and visitor insights services within the BID area and to perform such services as outlined in this RFP. The period of the contract is 1 year commencing on July 1, 2024, and ending on June 30, 2025, with four additional one-year options to be exercised at the discretion of the BID. The BID reserves the right to alter the commencement date of the proposed agreement and to adjust the prices and other provisions of the proposed agreement on a pro-rata basis, and at its option, to alter the commencement and termination dates.

II.2 Good Standing:

Qualified Proposers must be in good standing and current in all their obligations to or with the City of New York and may not have been barred from or suspended from entering into contracts with the City of New York during the past five years.

II.3 Non-Discrimination:

All Proposers expressly agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, gender identity, or handicap during the term of the proposed agreement, and shall affirmatively agree to comply with all federal, state, and city laws and regulations, including executive orders issued relating thereto.

II.4 RFP Familiarity:

All Proposers must, before the submission of a response to this RFP, declare that they have visited the BID area, and are fully informed concerning the conditions in said area, and further, that they have carefully examined this RFP and are familiar with its contents. The Proposer expressly waives all rights to contest, dispute, or otherwise alter its proposal due to its failure to be familiar with the BID area, its conditions, and the terms set forth herein.

II.5 Award:

The Meatpacking District may award the contract to the qualified Proposer whose proposal it determines to be the most advantageous for the District. The Meatpacking District reserves the right to award the contract to a Proposer other than the Proposer offering the lowest overall cost. It further reserves the right to award a contract based on initial proposals received, without further discussion. Therefore, it is recommended that Proposers present their best terms from a technical and cost standpoint in their proposals. The Meatpacking District reserves the right to request such additional information or materials as it may deem appropriate and necessary to evaluate each Proposer's qualifications, experience, and current activities. Submission of a proposal shall constitute the Proposer's consent that the BID may make such inquiries as it deems appropriate to evaluate the Proposer's submission and qualifications.

II.6 Cancellation:

The Meatpacking District reserves the right to postpone or cancel this RFP and to reject all proposals.

II.7 Definitions:

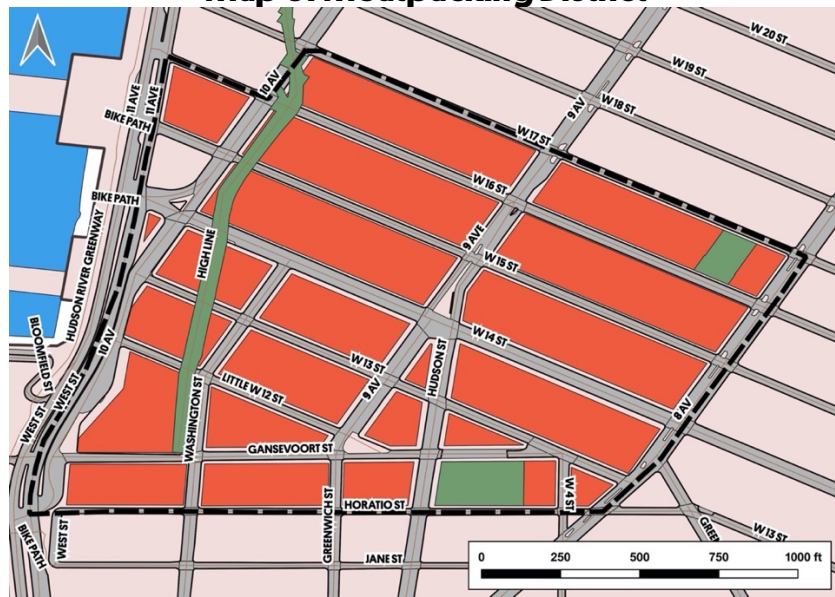
II.7.a BID, Meatpacking District, or BID shall mean the Meatpacking Business Improvement District, whose corporate name is Meatpacking District Management Association, Inc.

II.7.b BID District (see map below for precise coverage areas) The Meatpacking District Business Improvement District (the "BID") is located within the area generally known as the Meatpacking District, the northernmost part of the West Village, and the southernmost part of lower Chelsea in the Borough of Manhattan.

The BID District boundaries are:

- The north side of Horatio Street between 8th and 10th Avenues
- The west side of 8th Avenue from Horatio Street up to 17th Street
- The south side of 17th Street between 8th and 10th Avenues
- The south side of 16th Street between 10th and 11th Avenues
- The east side of 11th Avenue (thence West Street) between 16th Street and Horatio Street

Map of Meatpacking District



II.7.c Pedestrian counting and visitor insights services refer to the actions and responsibilities that the Contractor is required to complete under this Agreement as identified in **Section III “Scope of Services”**.

III. Scope of Services

Understanding there are various methods to achieve the BID’s goals and objectives as it relates to this scope of service (e.g. camera-based, mobile phone-based, WIFI-based) this scope outlines the general services that must be delivered to the BID under this contract, and not the method for delivering. Proposers must detail how they would provide the following minimum requested services as well as include descriptions of additional services that would be or can be provided as part of the complete proposal.

III.1. Minimum Scope of Service

- Accurate pedestrian counts at a minimum of 10 locations across the Meatpacking District.
- Data analysis of pedestrian count data to include volumes entering/exiting the Meatpacking District during all hours and by location. Summary of daily, weekly, and monthly visitor counts, year-over-year changes in visitor volumes, impact of special events on visitor volumes, comparisons between weekday and weekend trends, and analysis of seasonal patterns to visitation.
- Support and Maintenance including technical support via email and phone. Speedy resolution of data collection issues.
- Regular PDF reports on visitation trends by week, month, and quarter to include dynamic presentation of data and analysis through charts, graphs, maps, and tables.
- A dedicated data portal and analyzer that enables the BID to perform custom analysis

without direct support from the service provider. This should include interactive dashboards, the ability to export full datasets as CSV or Excel formats, and customizable exports by date range, location, and other specific metrics.

- Dedicated customer success manager to support maximization of service by the BID by hosting regular check-ins, providing training for BID staff, working to develop custom reporting or special reporting as requested, routing technical problems to appropriate teams for priority resolution, and acting as a trusted advisor and primary point of contact.

III.2. Additional Requested Services

In addition to the minimum requirements above, the BID also requests Proposers include additional services that can be provided, namely:

- Demographic data on neighborhood visitors, including location of residence, location of employment, income, and spending habits.
- Details on visitor mobility and mode choice, to, from, and within the District.
- Comparative data and benchmarking for key destinations, similar business districts, Manhattan, and New York City overall.
- Economic Activity Metrics including retail sales activity, sales tax revenue, retail gap analysis, industry trends, and other area analytics.
- Visitor Behaviors including dwell time and length of stay, visitor repeat rates, popular destinations, and activity/behavior analysis (shopping, dining, wandering, events, etc.)
- Neighborhood social listening and public perception analysis
- Internet via public WIFI program

While this RFP is technology agnostic, reliability, uptime, and complexity of program maintenance are also critical considerations when comparing proposals. To that end, Proposers shall include details of how the service provider intends to manage, support, and maintain technology to ensure high uptime and accuracy.

IV. Contract Specifications

IV.1 Term:

The term of the contract is one year commencing on July 1, 2024, and ending on June 30, 2025, with four additional one-year options to be exercised at the discretion of the BID.

IV.2 Billing:

The proposer agrees to establish a consistent billing cycle. Invoices shall be submitted once per month and payment will be made within 30 days of receipt. All invoices must include all associated backup documentation, such as receipts, time records, and similar to be processed.

IV.3 Indemnification:

The Contractor agrees to indemnify and hold the City of New York, the New York City

Department of Small Business Services (SBS), the New York City Department of Transportation (DOT), the BID, their agents, and employees, harmless from any and all claims, damage, loss, judgments, or liabilities including costs and expenses, legal or otherwise, to which they may be subject as a result of any act or omission of the Contractor, its agents, employees, Subcontractors, Contractors, or permittees in connection with this contract. The Contractor 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 Contractor. The Contractor shall also require such indemnification from its Contractors, Subcontractors, and Permittees.

IV.4 Warranties:

The Contractor 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 warrants that such services comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970.

IV.5 Insurance:

The 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 the BID.

The 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:

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 their right of subrogation against the Meatpacking District BID, the BID's agent, and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Meatpacking BID or its agents or employees to any losses.

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 for each employee, \$1,000,000 for each accident, and a \$1,000,000 policy limit.

Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$2,000,000 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 \$3,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- Contractual liability
- Independent contractors
- Gravity related injuries
- Injuries sustained by an employee of an insured or any insured
- Expected or intended injury for assault and battery.

The policy shall be endorsed to name Meatpacking BID, the City of New York, the Dept. of Transportation, the Dept. of Small Business Services, and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2026 or broader. The definition of Additional Insured shall include all Officers, Directors, and Employees of the named entity, its agents, and consultants. Further, the 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.

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. The policy shall include Meatpacking BID as additional insured.

If applicable, Security Guard Errors and Omissions Liability insurance at not less than a \$2,000,000 limit provides coverage for damages arising out of acts, errors, or omissions of the contractor.

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 coverage noted in paragraphs 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Meatpacking 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 the Meatpacking BID, the City of New York, SBS, and DOT.

All policies noted above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A1- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide

IV.6 Evidence (Notices) Of Compliance

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

The contractor shall furnish Meatpacking BID with Certificates of Insurance no later than (5) days prior to commencement of work and upon request, shall provide the Meatpacking 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 and email to:

Jeffrey LeFrancois
Executive Director
Meatpacking Area BID
32 Gansevoort Street, Fifth Floor
New York, NY 10014

IV.7 Indemnification/Hold Harmless

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Meatpacking BID, 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. Permits:

The Contractor shall be responsible for obtaining all permits and/or approvals if required by the City, for any work to be performed. The BID shall be provided with a copy of any aforementioned permits.

IV.8 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 this contract, the Contractor and any of its employees, agents, independent Contractors, Subcontractors, and permittees shall not be deemed to be acting as agents, servants, or employees of the BID or the City by virtue of this contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the BID or the City or any of its officers, agents, or employees pursuant to this contract, but shall be deemed to be independent Contractors performing services for the DMA or the City or the Contractor, as the case may be, and shall be deemed solely responsible for all acts taken by them pursuant to this contract.

IV.9 Assignment:

The Contractor shall not assign, transfer, convey, or otherwise dispose of any portion of the contract or any part thereof, or of its interest herein or assign, by power of attorney or otherwise, any of the moneys due or to become due under this contract, without the written consent of the Executive Director of the BID.

IV.10 Claims or Actions:

The Contractor shall look solely to the funds appropriated by the BID for this contract for the satisfaction of any claim or cause of action the Contractor may have against the DMA in connection with this contract or the failures of the BID to perform any of its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the BID or the Contractor shall have any personal liability in connection with this contract or any failure of the BID or the Contractor to perform its obligations hereunder. The Contractor agrees that no action against the BID in connection with this contract shall lie or be maintained unless such action is commenced within six months after the cause for said action allegedly occurred.

IV.11 Termination and Cancellation:

This contract is subject to cancellation by either party for cause, i.e., material failure to perform, upon 30 days written notice, and the BID may cancel without cause upon thirty (30) days written notice. The BID also reserves the right to cancel immediately for cause based on material failure to perform.

IV.12 No Waiver:

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

IV.13 Compliance With Laws:

The Contractor shall comply with all applicable federal, New York State, and New York City local laws, executive orders, regulations, and rules. The Contractor shall hold harmless and indemnify the BID from any fines, penalties, and expenses, which the BID may suffer by reason of the breach or non-observance by the Contractor of its obligations under this provision.

IV.14 Subcontracting:

The Contractor shall not subcontract all or any portion of the performance to be rendered

hereunder without the express prior written approval of the Executive Director of the BID as to the work to be subcontracted and the sub-Contractor, provided that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

IV.15 Books, Records, Audits, and Inspections:

The Contractor shall keep accurate records and books in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to employee time and payment; account receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes of this contract. All books and records of the Contractor relevant to the contract shall be available upon three (3) business days' notice for the purposes of auditing or inspection in order to verify compliance with the terms of this contract and applicable process of law.

IV.16 Payment:

Payments will be made within 30 days of receipt of the invoice.