

MEATPACKING DISTRICT

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Meatpacking District Curb Utilization and Parking Study

Request for Proposals

Issue Date: December 12, 2024
Deadline for Responses: January 10, 2025

1. Request for Proposal Summary

1.1 Invitation to Submit Proposal

The Meatpacking District Management Association (MDMA) seeks proposals from qualified firms (“Respondents”) by this request (“Request”) to assist with transportation, economic development, and strategic planning services as outlined in **Section 2.4 Scope of Work** (“Scope”). The selected firm will support the MDMA in undertaking a study of curb utilization, neighborhood parking demands, and existing curb regulations with the goal of developing a new curb utilization framework for the Meatpacking District and a formal proposal for new parking regulations throughout the Meatpacking District, with an emphasis on the District’s commercial core (see **Figure 1.1 Study Area**).

This comprehensive study of curb utilization and parking regulations will address the evolving needs of this unique commercial district and be utilized to align parking regulations with the neighborhood’s modern character as a busy retail and entertainment district while supporting the MDMA’s public realm goals and enhancing the overall pedestrian experience within the Meatpacking District. The parking recommendations produced as part of this study will be submitted to the New York City Department of Transportation (NYC DOT) as a formal recommendation for revised parking regulations to be implemented by the City of New York (see **Section 2.1 Purpose and Need**).

1.2 Pertinent Dates

RFP Issued	Thursday, December 12, 2024
Questions Due to BID	Wednesday, December 18, 2024
Responses Provided by BID	Friday December 20, 2024
Proposals Due	Friday, January 10, 2025
Consultant Selection	February, 2025
Deliverables Due	June, 2025

1.3 RFP Submission Process

One (1) digital PDF version of the proposal must be received by the MDMA by the proposal submission closing date. Electronic proposals can be submitted via email to:

Evan Sweet, AICP, Director of Neighborhood Operations and Planning
Meatpacking District Management Association, Inc.
evan@meatpacking-district.com

1.4 RFP Questions and MDMA Responses

Questions for the MDMA must be submitted via email to evan@meatpacking-district.com no later than the close of business Friday, December 13, 2024. All questions will be compiled, and responses provided by the BID on Friday, December 20, 2024.

Note: To receive compiled responses, interested Respondents must fill out the expression of interest form at the following link: <https://forms.gle/9TwwLvrpZTV6Uc1L9>

1.5 RFP Submission Contents

Proposals should be limited to thirty (30) pages. At a minimum Respondents shall provide the following elements in their proposal:

Cover Letter

The cover letter, no longer than one (1) page, shall be addressed to Jeffrey LeFrancois, Executive Director, and summarize key points of the Respondent's proposal and should include the proposed total budget. Contact information for the Respondent's primary point of contact should be provided on the cover letter.

Narrative

The narrative will demonstrate the Respondent's comprehensive and clear point of view related to the Meatpacking District's situational context. This shall include a perspective on addressing the challenges and opportunities provided by updating parking regulations, as well as an understanding of how these changes will inform the BID's streetscape improvement work.

Project Approach

The proposal will include a clear project approach outlining how the firm will successfully execute the services requested in the Scope of Work, including descriptions of any methods or analyses that will be undertaken, such as, but not limited to, inventory of parking regulations, stakeholder engagement processes, traffic modeling, surveys, spatial mapping, and transportation / curb demand management studies.

Work Plan

The Proposal will include a high-level overview of the Respondent's project management plan. Proposals should include a clear timeline marking key phases or milestones, decision points, and final deliverables. This timeline does not need to include specific dates as timing may change based on data collection needs or external factors.

Statement of Qualifications

Proposals shall include descriptions of the Respondent's experience with projects of similar size and scope, with an emphasis on project experience with dense, mixed-use urban neighborhoods, business improvement districts, or entities overseeing the management of public spaces. Proposals may include work samples, plans, or renderings that display the firm's portfolio.

Team Structure

Proposals will identify key staff members or personnel who will provide substantial time on this project, as well as anticipated project roles and descriptions or resumes of staff members' qualifications and relevant experience. Project roles, resumes, and qualifications of any external members, including sub-contractors or specialists managed under the lead firm and included in the project team, should be included. The MDMA reserves the right to approve or refuse all potential subcontractors. Staff identified within the proposal as Principal, Project Manager, or similar will be considered "key staff" for any contract entered between the BID and consultant or consultant team.

References

Respondents shall provide a list of three (3) contacts who can attest to the Respondent's professional experience and expertise, preferably past clients. Please provide the Name, Organizational Affiliation, Title, Phone Number, and Email for each of the three (3) contacts.

Pricing & Budget

Proposals shall include a complete estimated budget for the services outlined in the submitted work plan. Hourly staff rates, any additional fees or anticipated expenses necessary to complete the scope of work shall also be included. This budget should be broken down by the phases identified in the work plan in response to **Section 2.4 Scope of Work** and by subtasks. Respondents should include any additional tasks developed in the work plan needed to be necessary for the completion of the project. The MDMA will consider proposals for review based on their unique merits, with the cost of services included as a key consideration in firm selection.

1.6 Review of Submissions

The MDMA will review all submissions for completeness and compliance with the terms and conditions herein. The MDMA reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each Respondent's qualifications and experience, or clarification or modification of any submitted proposal. The MDMA will permit the correction of deficient submissions that do not completely conform to this RFP on a case-by-case basis.

Submission of a proposal shall constitute the Respondent's consent that the MDMA may make any inquiry deemed appropriate to evaluate the Respondent's qualifications, past experience or current activities, subject to applicable law.

The MDMA is not obligated to accept any unsolicited additional materials, clarification, modification, or background information. The MDMA may conduct discussions with some of the Respondent's proposals and not others.

The MDMA reserves the right, in its sole discretion, to reject submissions; to postpone, amend, and/or cancel this RFP or specific projects contained within; require supplemental information; waive defects; permit corrections; and/or negotiate or hold discussions with any firm. The MDMA may exercise the foregoing rights at any time without notice or liability to any proposing firm or other party for expenses incurred in the preparation of responses hereto or otherwise. No copies of materials submitted in response to this RFP will be returned.

The MDMA is an equal-opportunity employer.

1.7 Selection Process

The MDMA will select the Respondent which, in the sole judgment of the MDMA, most successfully demonstrates the following:

- A comprehensive, clear point of view of the challenges and opportunities facing the Meatpacking District, and the identified study area.
- Respondent's expertise in accomplishing the tasks and projects in **2.4 Scope of Work** and Respondent's experience in providing similar services to those included in the Scope of Work.
- Respondent's abilities to engage a diverse array of public, private, and community stakeholders.
- Overall quality of the team or firm's management, professional reputation, and references; and
- A comprehensive and cost-effective project budget and schedule to accomplish the Scope of Work.

The MDMA may award the contract to the qualified Respondent whose proposal it determines, in its sole discretion, to be the most advantageous for the MDMA (the "Contractor"). The MDMA shall not pay any costs incurred by any firm in responding to this RFP. The review or selection of

a submission will create no legal relationship or equitable rights in favor of a Respondent, including, without limitation, rights of enforcement or reimbursement.

Failure by the MDMA to select a firm or to enter into a contract with a firm if selected as a result of this RFP will not create any liability on the part of the MDMA or any of its members, directors, officers, employees, agents, consultants, or other contractors or successors. Submission by a firm shall constitute a waiver by the Respondent of any claim or cause of action against any of the aforementioned for any costs incurred or for any matters arising in connection with the MDMA's review of the submissions.

1.8 External Contracts and Relations

The MDMA has existing relationships with several firms, who at times perform work for the MDMA. Through the course of this project, the MDMA reserves the right to engage with these firms, and as necessary request these companies to render services supplemental to the scope of work outlined in this RFP. For the purposes of this process, these entities shall not be considered teaming partners, and therefore budget shall not be allocated for their work within the RFP.

2. Project Description

2.1 Purpose and Need

The Meatpacking District continues to evolve from an industrial district centered on the meat processing industry, into one of New York City's premier cultural and retail destinations. Over the past 10 years, the wholesale meat industry has largely departed the District, and in the fall of 2024, the New York City Economic Development Corporation (EDC) announced an agreement that will see the end of operations at the Gansevoort Meat Market. It is now expected that within the next two to five years, all meatpacking operations in the district will cease, and all industrial sites within the district will be repurposed or redeveloped for other types of commercial activity.

Reflecting these substantial changes to neighborhood operations, work by the MDMA to improve the neighborhood pedestrian experience, and the overall transition from an industrial district to a live, work, play community centered on the District's public spaces, the existing parking regulations created to support meat parking operations are no longer appropriate for or reflect the best use of curb space within the Meatpacking District. Considering this transition, the MDMA believes it necessary to undertake a comprehensive study of curb utilization and existing parking regulations, with the ultimate goal of developing new curb management strategies and parking regulations that align with the commercial character of the Meatpacking District, support smart curb utilization, and the MDMA's overall public realm goals, including values developed within the Western Gateway Public Realm Vision.

2.2 Key Project Considerations

- **Outdated Parking Regulations:** Current parking regulations do not reflect the neighborhood's activity patterns and demands for curb space. Heavy industrial activity is now highly localized and soon to be eliminated from the District. Further parking regulations put into place during 2020 -2023 supporting the post-pandemic Open Streets program are no longer necessary as the MDMA's Open Street program has been

modified to prioritize closures during large public events, and the creation of permanent street seats at strategic locations within the roadway.

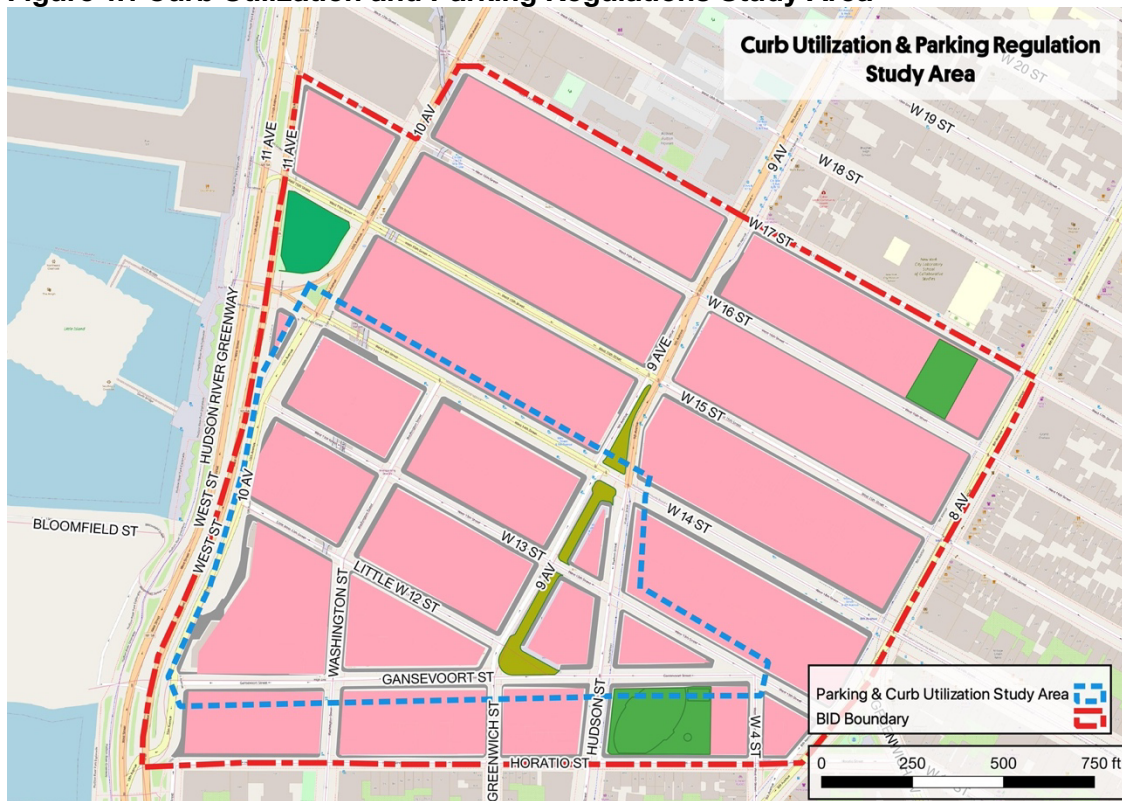
- **Pedestrian-Centric Vision:** The MDMA has a goal to create a pedestrian-centric vision for the Meatpacking District reflecting the values established in the Western Gateway Public Realm Vision. This includes developing a cohesive, rational, and organized neighborhood strategy that prioritizes the pedestrian experience and considers the emerging and increasing demands for curb space, such as trash containerization, vehicle charging, and public realm improvements.
- **Stakeholder Feedback:** Residents, MDMA board members, and local commercial real estate brokers have all expressed dissatisfaction with existing curb utilization and parking regulations. There is common interest by all these groups in improving access to parking, streamlining for-hire-vehicle pick up and drop off, reducing vehicular congestion along Ninth Avenue, and adding additional public space amenities within the curb lane of neighborhood streets
- **Technological Advancements:** New modern parking demand management strategies grounded in economic development thinking, along with new smart parking management practices provide an opportunity to entirely reframe parking management within the Meatpacking District. This includes demand-responsive pricing for limited curb space and ensuring parking availability for core neighborhood functions.

2.3 Study Area

The Meatpacking District comprises the approximate area bounded by Eighth Avenue to the east, W 17th Street to the north, the West Side Highway (Rt 9A) to the west, and Horatio Street to the south. This study shall focus on parking and demand dynamics across the entire district, reflecting the area's interconnected street network. However, the detailed focus of this study will be on the core of the commercial district / primarily within the Gansevoort Market Historic District including the following locations is depicted in **Figure 1.1** below.

- W 14th Street from Ninth Avenue to Tenth Avenue;
- Hudson Street from W 14th Street to Horatio Street;
- W 13th Street from W 4th Street to Tenth Avenue;
- Gansevoort Street from W 4th Street to Tenth Avenue;
- Little West 12th Street from Ninth Avenue to Tenth Avenue;
- Greenwich Street from Horatio Street to Gansevoort Street;
- Ninth Avenue from Gansevoort Street to W 14th Street;
- Washington Street from W 14th Street to Horatio Street; and,
- Tenth Avenue from W 14th Street to West Street

Figure 1.1 Curb Utilization and Parking Regulations Study Area



2.4 Scope of Work

The selected consultant will be expected to perform a range of technical tasks to achieve the project's purpose and need and to address the key considerations that led to the development of this RFP. Respondents are welcome to develop detailed scopes of work based on previous experience and expertise. All responses shall be expected to undertake the following tasks.

2.4.1 Data Collection & Existing Conditions

- Conduct a comprehensive inventory of existing parking regulations within the Meatpacking District.
- Study curb utilization and need at different times of day and weekday vs. weekend utilization to develop a detailed understanding of curb use and demand.
- Survey and engage with neighborhood stakeholders regarding logistics, parking needs, and curb-side operational challenges.
- Identify curb utilization and parking management best practices for commercial districts, including how parking fees affect consumer behavior.
- Inventory emerging smart parking demand management technologies that could be effectively applied to the Meatpacking District.
- Review MDMA reports and planning documents to understand MDMA public space goals and objectives.

2.4.2 Assessment and Evaluation

- Based on the data collected assess parking and curb lane demands in the Meatpacking District. This should include creating a framework or model for understanding curb

demand, profiles of curb users, and descriptions of curb activity by activity, and time of day.

- Identify existing parking regulations that do not align with neighborhood needs and demands.
- Assess opportunities for public realm improvements in the context of parking regulations and curb lane management.

2.4.3 Recommendations Development

- Propose updated parking regulations aligned with district objectives.
- Identify locations for potential on-street pedestrian amenities and other curb uses (namely trash containerization) to be incorporated into parking and curb utilization recommendations.
- Develop recommendations for integrating smart technologies into an overarching parking demand management system for the Meatpacking District.
- Develop a timeline and strategy for implementation of these strategies within the Meatpacking District.

2.4.4. Engagement and Implementation Support

- Using recommendations and deliverables developed above, the contractor shall support MDMA's engagement with NYC DOT to implement the parking regulation recommendations. This is expected to include participating in any necessary meetings, drafting requested technical memos, and/or the provision of any other materials required by NYC DOT to effectuate the change in regulations.

2.4.5 Deliverables

- Existing Conditions Report
 - Current parking inventory
 - Usage patterns analysis
 - Stakeholder feedback summary
- Final Report including:
 - Executive summary
 - Detailed findings
 - Recommendations with supporting data
 - Implementation strategy
- Presentation and technical materials for:
 - BID Board
 - NYC Department of Transportation
 - Community stakeholders

2.5 Desired Expertise and Qualifications

Undertaking the scope outlined above will require a range of strategic planning, transportation planning, business knowledge, and technical expertise. As such, proposals will be accepted from both multidisciplinary firms and teams from multiple single-discipline firms or specialists who can collectively carry out the Scope of Work set forth. Teamed proposals should include a strong project management leadership, with experience leading strategic planning initiatives, and coordinating multi-disciplinary teams and complex projects.

Qualified firms should have experience working with business improvement districts (BIDs), or similar community development/downtown management organizations, familiarity with City and

State government, as well as agency operations, and knowledge of transportation mobility policies and priorities within the City of New York.

M/WBE firm participation is strongly encouraged.

2.6 Budget Parameters

As noted in **Section 1.5**, the Respondent must submit an estimated project budget that outlines the expected costs for all services by phase including, but not limited to, proposed fee structure (e.g., based on hourly rates, flat installment fees, etc.), staff rates and estimated hours, costs per project step or phase following the Scope of Work, as well as costs for securing any incidentals that may be required.

3. General Terms and Specifications

3.1 Term

The term of the awarded contract shall be based on the proposed project schedule outlined in **Section 1.5** above with possible extensions in the sole discretion of the MDMA.

3.2 Contractor Responsibilities

- A. Contractor shall pay all salaries, taxes, fringe benefits, health benefits etc. for all employees associated with any of these projects.
- B. Contractor shall meet at least monthly with the MDMA at a mutually agreed upon time, or on a more frequent basis, if so, requested by the MDMA.

3.3 Changes in Scope of Services and Personnel

- A. The MDMA reserves the right to make reasonable changes in the general scope of the work. Any such changes shall be directed in writing.
- B. If the MDMA 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.
- C. The Contractor shall notify the MDMA in writing any changes to project staffing, and in addition, provide updated information related to changes in cost associated with personnel changes.
- D. The Contractor shall not remove key personnel assigned to the performance of this contract without prior written approval by the MDMA-assigned Contract Lead. Individuals designated as key personnel for purposes of this contract are those individuals identified as Project Manager, Project Lead, or Project Principal in the submitted proposal or at the time of signing a formal contract for engagement.

3.4 Firm Price and Taxes

- A. The price agreed upon by the Contractor and MDMA 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. The MDMA reserves the right to adjust service and/or work hours as necessary to remain within the 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. 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.

- C. The MDMA is a 501c3 not-for-profit and as such is exempt from NY State sales tax. Wherever possible the purchase of goods or services allocated directly and solely to this project shall be purchased by the MDMA or its designated representative. A NY State tax-exemption purchase certificate shall be provided to the contractor as evidence of the MDMA's exempt status.

3.5 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. The MDMA reserves the right to withhold payment, in part or in full, from the Contractor for failure to comply with the substantive requirements of the contract.
- B. Invoices shall be in a format approved by the MDMA. The invoice shall include the full names of each person assigned to the contract, hours worked during the invoice period with a description of work performed, and the hourly billable rate for each worker for the invoice period.

3.6 Warranties and Covenants

The Contractor will perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession working contemporaneously under similar conditions in the locality of the project. The Contractor warrants those services of any nature furnished hereunder shall be rendered competently by qualified personnel (who are legally authorized to work in the U.S.) 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, the Affordable Care Act, equal employment opportunity laws and E.O. 50), and all applicable laws, ordinances, rules, regulations and orders of any public authority (including, without limitation, those public authorities having jurisdiction for the safety of persons and property, protecting them from damage injury or loss).

3.7 Permits

- A. The Contractor shall be responsible for obtaining all permits and licenses and authorizations, if required by the City, State or U.S., for any work to be performed and shall be responsible for the payment of any related taxes, fines or penalties.
- B. The MDMA shall be provided with a copy of any aforementioned permits prior to commencing work under the contract.

3.8 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 not less than \$1,000,000 combined single limit for personal injury, bodily injury and property damage, with an aggregate limit of \$2,000,000 (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. 15

- B. The Contractor shall maintain and shall cause all its subcontractors and permittees to maintain in effect the following insurance coverage: (i) Business Commercial Automobile Liability Insurance covering all owned (if any), non-owned and hired vehicles in amounts not less than \$1,000,000 combined single limit for bodily injury and property damage; and (ii) multi-media/publisher's liability insurance with limits as approved by the MDMA in its sole discretion.
- C. The MDMA, the City of New York, together with its officials and employees, and the New York City Department of Small Business Services (SBS) and their respective directors, officers, officials, trustees, 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, and an endorsement that is at least as broad). 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.
- D. During the performance of the work covered by this contract, to the extent performed by employees, Contractor shall maintain and shall require any subcontractors and permittees to maintain Workers Compensation Insurance, disability benefits and employer's liability in the statutorily required amounts.
- E. Contractor also shall 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.
- F. All insurance policies entered into by the Contractor in relation to the contract shall provide that any change in or cancellation of any such policies shall not be valid until the MDMA has had 30 days written notice of such change or cancellation.
- G. All policies noted in above shall be in form and substance satisfactory to the MDMA and shall be obtained from responsible companies authorized to do business in the State of New York with a minimum "bests" rating of no less than A-/ "VII".
- H. The Contractor shall procure and deliver to the MDMA, the City and SBS certificates of insurance executed by the insurance companies providing such insurance prior to performing any services under the contract.
- I. If the MDMA or SBS reasonably determines that additional insurance is properly required, the Contractor shall obtain such additional insurance as requested.

3.9 Indemnification

The Contractor agrees to defend, indemnify and hold the City of New York, SBS, the MDMA, and the agents, officers, directors, employees and volunteers of these entities, harmless from any and 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, because of (a) any act or omission, including negligence, willful misconduct, material breach of contract or failure to comply with the law, by the Contractor or its agents, employees, subcontractors, contractors, or permittees, or 9b) Contractor's (or Contractor's agents, employees, subcontractors, or permittees) failure comply with any and all applicable safety or health standards issued by any public authority having jurisdiction for the safety of persons or property, or failure to comply with any of the safety precautions, programs or directives set forth in the contract or otherwise communicated to Contractor by the MDMA. 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 agents, subcontractors, contractors and permittees. This clause shall survive the expiration or termination of the contract and the work.

3.10 Independent Contactor

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms and conditions of the contract, the Contractor will not be deemed to be acting as an agent of the MDMA or the City of New York by virtue of the contract or by virtue of any approval, permit, license, grant, right or other authorization given by the MDMA. The Contractor shall be an independent contractor performing services for the MDMA without power or authority to bind the City, SBS or the MDMA. Contractor shall be solely responsible for all acts taken or omitted by Contractor, its employees, agents, subcontractors and permittees. Contractor acknowledges that any materials prepared under the contract will be a "work made for hire" and will belong entirely to the MDMA, and Contractor hereby assigns all right, title and interest therein to the MDMA.

3.11 Termination

- A. The MDMA may terminate the contract at any time at its sole discretion, with or without cause, upon ten (10) days written notice. The MDMA 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 Contractor's material breach of contract, the MDMA may terminate the contract by written notice if Contractor fails to cure such breaching within the seven (7) day notice period.
- B. In the event of such termination, payment to the Contractor shall be adjusted on a pro rata basis or refunded to the MDMA 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, the MDMA shall direct Contractor whether to (i) transfer each such subcontract to the MDMA, 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.

- C. The MDMA may terminate the contract between phases or chose to prolong their implementation, based on the needs of the organization, or due to changes in the nature of the city and the District.
- D. In the event of termination, copyright and any other intellectual property rights in all Deliverables, including, but not limited to drawings, reports calculations, and other documents prepared by the Consultant in connection with the project shall be the property of the MDMA.

3.12 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 the MDMA. Contractor shall not be relieved of any obligations hereunder by reason of any such approved assignment.
- B. The MDMA shall have the right to terminate the contract upon the termination or expiration of the agreement between the City of New York and the MDMA 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 designated by the City and 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 the MDMA

3.13 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 the MDMA. The Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

3.14 Claim or Actions

- A. The Contractor shall look solely to the funds appropriated by the MDMA for the contract for the satisfaction of any claim or cause of action the Contractor may have against the MDMA in connection with the contract or the failure of the MDMA to perform any of its obligations thereunder. No officer, employee, agent, or other person authorized to act on behalf of the MDMA, the City or SBS shall have any personal liability in connection with the contract or any failure of the MDMA to perform its obligations thereunder.
- B. The Contractor agrees that no action against the MDMA in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after (i) the termination of the contract, or (ii) the cause for said action takes place, whichever occurs earlier.
- C. The contract will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles, and the parties hereby submit to the jurisdiction of the courts of the State of New York, County of New York, for the resolution of any dispute arising under the contract. The parties agree that any claims by or against the City arising under the contract or related thereto shall be governed by the same venue provisions as those enumerated in Article 8 of the MDMA's contract with the City.

3.15 No Waiver

The failure of either party to insist on strict performance of any of the terms or conditions of the contract or of the party's rights thereunder in any one or more instances shall not constitute a waiver by the party of such performances, terms, conditions, or rights, whether then or for the future. Any waiver shall be effective only in writing and signed by the party's authorized representative, and only with respect to the particular case expressly covered therein.

3.16 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 employee's 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 books and records of the Contractor related to this account shall be available upon 3 business days' notice for purposes of verifying compliance with the terms of the contract and with applicable laws.
- D. The MDMA reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

3.17 No Legal Obligation

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