

Eighth Avenue Request for Proposals

July 28th, 2026

1. Request for Proposal Summary

I. Project Overview

The Garment District Alliance (GDA) is seeking proposals from qualified Consultants to conduct a corridor study and create a conceptual master plan to identify short-term and long-term actionable design interventions aimed at improving pedestrian and cyclist safety, circulation, and quality of life on Eighth Avenue between Penn Station and Port Authority Bus Terminal. This study is critical to addressing the deficiencies of existing infrastructure, enhancing connectivity between the transit hubs and the neighborhood, supporting businesses, and improving the experience of tourists, workers, residents, and other users who frequent the Avenue. The study will ultimately be used to generate funding and consensus through working with partners including the New York City Department of Transportation (NYC DOT), other relevant City agencies, and stakeholders to move from concept to implementation.

II. Background of the Garment District Alliance

The Garment District Alliance is a Business Improvement District established in 1993. Working in partnership with local building owners, businesses, and the City of New York, the Garment District Alliance improves quality of life and economic vitality in this authentic New York neighborhood. Our programs support the Garment District’s transformation into an attractive, modern, 24/7 neighborhood; they include streetscape improvements, sanitation and public safety services, public art and events, marketing, and economic development. The GDA is a New York State 501(c)(3) nonprofit. For more information, please visit our website: <https://garmentdistrict.nyc/>

III. Project Timeline

RFP Released	Tuesday, July 28th
Questions Due	Friday, August 21st by 5 PM
Pre-Bid Conference	Thursday, August 27th, 11:00 AM EST (register)
Answers Posted	Monday, August 31st
Proposals Due	Friday, September 25th by 5 PM
Review and Finalist Interviews	September 28th through October 9th
Contract Awarded	Friday, October 16th
Project Kick-off	Monday, November 2nd

The Consultant is expected to provide a detailed project timeline indicating how each task in the scope of work will be completed in a timely manner. The full scope of work must be completed no later than twelve (12) months after the Contract Award date. An anticipated project timeline is provided below:

RFP Issue & Review	Summer & Fall 2026
Project Begins	Fall 2026
Project Concludes	Summer 2027

IV. Consultant Qualifications

Qualified Consultants are expected to have expertise in urban planning, urban design, community engagement, transportation planning, strategic planning, and technical implementation. As such, proposals will be accepted from both multidisciplinary firms, and teams of multiple single-discipline firms or specialists who can collectively carry out the scope of work. Teamed proposals should demonstrate a clear project management lead. Qualified Consultants must meet the following criteria:

- Demonstrated expertise conducting corridor-specific pedestrian safety assessments, mobility studies, and urban design or planning projects in complex, dense, mixed-use environments.
- Experience in stakeholder engagement, particularly with commercial businesses, large institutional actors, and community boards.
- A strong understanding of New York City policies and governance, with existing strong relationships with relevant city and interstate agencies who will be involved in the planning and implementation of the study's findings.
- Proven ability to deliver actionable recommendations that have led to implemented improvements.
- Experience working with NYC DOT and other City agencies.
- Successful Consultants must be registered with New York City's digital Procurement and Sourcing Solutions Portal (PASSPort) and be in compliance with PASSPort's current procedures and reporting requirements.
- M/WBE entity participation is encouraged.

V. Submission Instructions

Proposals must be submitted by email to Jaron Kaplan and Connor Poulsen at eighthavenueplan@garmentdistrictnyc.com in PDF format by the deadline, Friday, September 25th by 5 PM.

Questions regarding the proposal or submission process should be directed to Jaron Kaplan and Connor Poulsen at eighthavenueplan@garmentdistrictnyc.com. Answers will be posted on our website <https://garmentdistrict.nyc/rfps> for any and all Consultants to view.

To attend the pre-bid conference, [please register by clicking here](#).

VI. Proposal Submission Requirements

Proposals should be limited to no more than fifty (50) pages. At minimum, respondents are required to submit proposals that include the following:

Consultant Background:

- A one (1) page **Executive Summary** which should include a summary of key points of the proposal, a budget, and contact information for the Consultant's primary point of contact.
- An overview of the **firm(s) relevant experience**, including staff backgrounds, and team structures. The proposal should identify the roles, responsibilities, and relevant experience of all key staff, including that of sub-contractors or specialists. Key staff should be identified as those who will dedicate substantive time to this project.
- A project **narrative** demonstrating the respondent's clear understanding of Eighth Avenue's challenges and context, and a professional, informed approach to determining actionable solutions to address these challenges.
- The contacts of **three (3) references** from past clients or partners who can attest to the Consultant's professional experience, expertise, and past clients. Please provide the name, title, organization, phone number, and email for each contact.
- A six (6) or fewer page **portfolio** of relevant work samples.

Project Approach:

- A **methodology** for successfully executing the scope of work. The methodology should include, but not be limited to, descriptions of methods or analyses for surveys, spatial mapping, stakeholder engagement processes, an area needs study, an actionable public realm framework, cost-benefit analysis, and high-quality renderings.
- A **detailed timeline** for completing the scope of work within the expected timeline.

Budget:

- A **detailed budget proposal** for the requested scope of work, including hourly staff rates, sub-contractor expenses, and additional fees or expenses anticipated to complete the scope of work. This budget should be broken down by the components and subtasks described within the scope of work, including any additional tasks deemed necessary for the completion of the project that are not specified in this RFP.

VII. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Relevant experience and expertise of the firm and project team
- Quality and feasibility of the proposed methodology
- Demonstrated ability to facilitate productive community engagement with public, private, community, and elected stakeholders
- Demonstrated understanding of the project goals and challenges
- Cost-effectiveness of the proposed budget
- Ability to complete the scope of work within the expected timeline

The GDA shall not pay any costs incurred by responding to this RFP. Submission by a firm shall constitute a waiver by the Consultant of any claim or cause of action against the GDA for any costs incurred or for any matters arising in connection with the GDA's review and selection of the submissions.

2. Project Description

I. Background

The GDA has worked with many stakeholders over the past 30 years to improve conditions on Eighth Avenue, but capital improvements have remained out of reach. As the \$11 Billion renovation of the Port Authority Bus Terminal and \$8 Billion renovation of Penn Station advance over the next decade, this is a critical moment in time to comprehensively redesign Eighth Avenue. The corridor will need significant improvements to properly service these transit hubs, distribute commuters into the surrounding neighborhood, and facilitate movement between transit hubs. These improvements should ensure visual harmony, safety, and efficiency for users, while taking special care to ensure the public realm mitigates quality of life concerns and invites future private investment. The GDA aims to use this study to identify a pathway towards a better Eighth Avenue that serves all and demonstrates to its millions of users that New York City has the best streetscape in the world.

II. Existing Challenges

The Eighth Avenue corridor faces numerous challenges that hinder the corridor's safety, connectivity, and quality of life. Key challenges include:

Infrastructure

- Irregular lighting, traffic signals, signage, and roadway markings cause confusion amongst drivers, pedestrians, and cyclists, leading to conflicts, collisions, and a perceived lack of safety.
- Porosity between painted extended sidewalk and curb extensions, bike lanes, and travel lanes creates conflict between pedestrians, deliveries, and cyclists while endangering pedestrians standing within the roadbed.
- Pedestrian traffic exceeds the capable level of service of sidewalks, corners, and crosswalks, and the painted extended sidewalk is ill-used due to confusion, loitering, and vending.
- Accessibility issues including but not limited to inadequate pedestrian ramps and uneven sidewalks.
- The single-width bike lane is too narrow to accommodate bike traffic with the volume of e-bike couriers and cargo bikes using the lane, forcing some bikes into the roadway or pedestrian space.
- Large volumes of northbound traffic – especially taxis, deliveries, and buses – between Penn Station and Port Authority, and crosstown traffic moving from and toward the Lincoln Tunnel often lead to gridlock due to vehicles getting stuck in the intersection.
- Failing or poorly maintained infrastructure like curbs, light posts, bike lane markings, delineators, subway grates, and sidewalks all increase visual chaos.
- Pluvial flooding can lead to ponding or, in severe cases, inundation. Please reference [NYC Stormwater Flood Map Viewer](#) for the extent of flood risk.
- Aging streetscape furnishings are incongruent with proposed streetscape improvements at Port Authority Bus Terminal and Penn Station.

Social Conditions

- Eighth Avenue has long been a hotspot for criminal behavior. It has the highest concentration of drug-related arrests of any corridor in the city. There are also many cases of overdoses, illegal vending, open container violations, disorderly conduct, and assaults. Eighth Avenue between W 36th and W 39th receives around 5,000 calls to 911 every year.
- The disarray of the public realm invites informal behavior like sitting in planters or tree pits, sleeping on the sidewalk, panhandling, and verbal harassment.
- The central location, easy transit access, and high pedestrian volume attract homelessness.
- Quality of life concerns, exacerbated by the location, condition, and facilities along Eighth Avenue, conflict with the prevalence of tourists and workers who rely on Eighth Avenue to reach their hotels and jobs, respectively.
- Illegal vending of food, souvenirs, and clothing impedes pedestrian space.

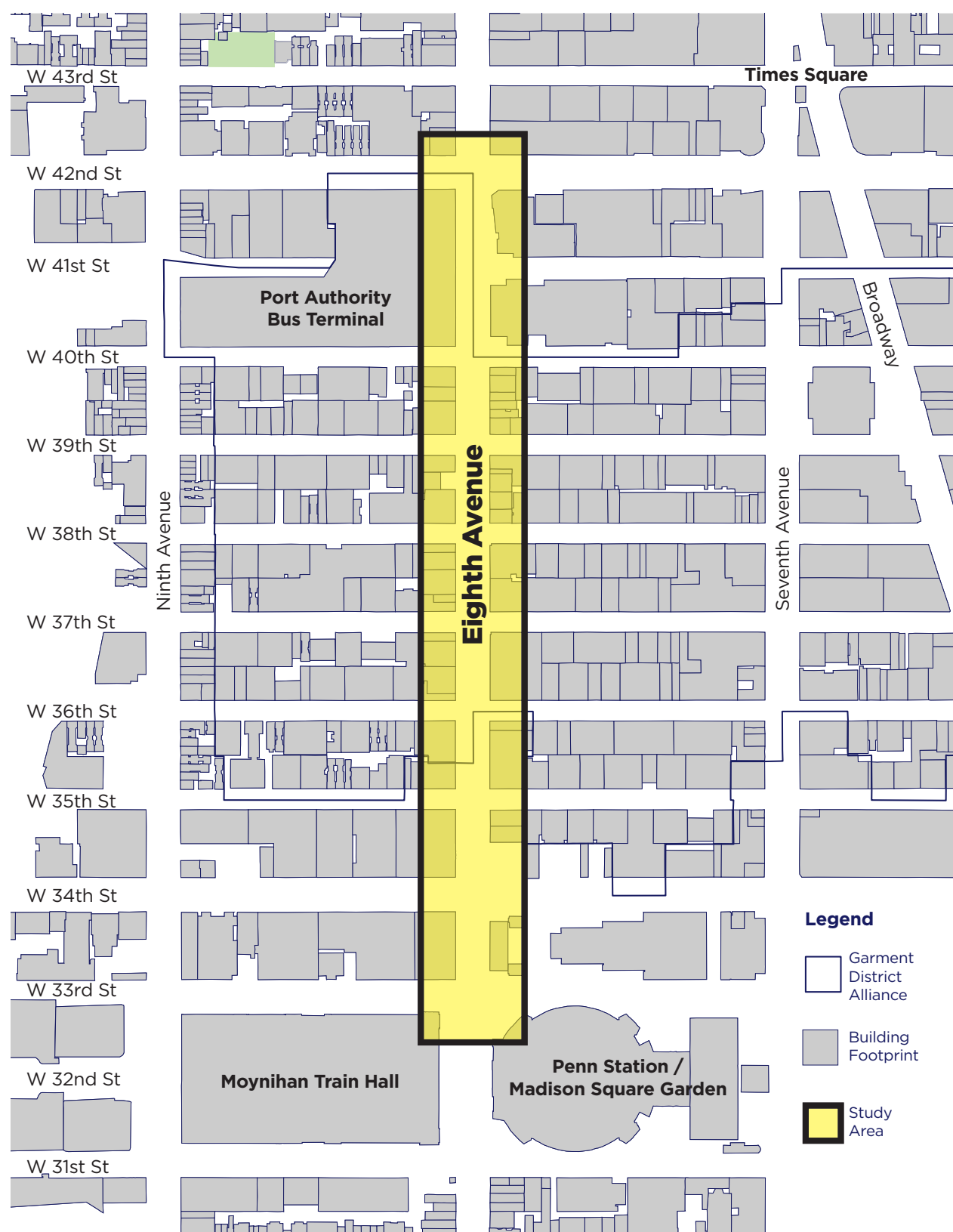
Tenancy

- The neighborhood's longstanding industrial zoning stymied hotel and residential development for decades. Rezoning in 2005, 2018, and 2025 allowed hotel development and residential development. However, conditions on Eighth Avenue are not suitable for residents. In addition, a 37 building "carve-out" along the east side of Eighth Avenue was not upzoned for residential use. Together, these factors hinder residential development and conversions that would otherwise help the neighborhood become a mixed-use community and gain much-needed constituents to advocate for improvements to the corridor.
- An oversupply of methadone clinics and substance abuse treatment centers along the corridor invites open-air drug use, drug dealing, and drug-induced psychosis along the corridor, worsening quality of life.
- Poor quality retail like liquor stores, convenience stores, fast food, and weed and smoke shops line the corridor.

III. Study Area

The study area comprises Eighth Avenue between West 33rd Street and West 42nd Street, extending approximately 100 feet onto cross-streets. The study is expected to include recommendations for areas that overlap with space under the jurisdiction of Amtrak and Port Authority, with the understanding that the public realm plans for redevelopment at Penn Station and the Bus Terminal are not yet finalized. The study is also expected to consider how changes within the corridor will affect or be affected by the surrounding neighborhood, including but not limited to Times Square, Bryant Park, Lincoln Tunnel, Hudson Yards, Javits Center, Grand Central, and the Empire State Building. This study area is suggested, but proposed modifications to the study area must receive prior written approval from the GDA. The GDA does not have an official CAD or base plan for the study area.

Study Area



IV. Neighborhood Considerations

Port Authority Bus Terminal

- Port Authority Bus Terminal is the busiest bus terminal in the Western Hemisphere, hosting 76.4 million passengers annually. The main terminal is located between Eighth and Ninth Avenues, and West 40th and West 42nd Streets. The Port Authority announced a \$11 Billion plan to redevelop the bus terminal to accommodate more buses, create a better passenger experience, and develop new public open space above Dyer Avenue. The redevelopment will include an entirely new façade and relationship between the terminal and Eighth Avenue, as well as a three (3) acre park on the roof. Wayfinding, park access, and the public realm surrounding the terminal should be considered.

Penn Station and Moynihan Train Hall

- Penn Station and Moynihan Train Hall flank Eighth Avenue between West 31st and West 33rd streets, moving a collective 600,000 passengers every day. Multiple iterations of improvements to Penn Station and its environs are completed or actively underway, including a grand entrance to Penn Station and Vornado development site 4 on Eighth Avenue. The new developments will bring more foot traffic, and a new relationship between the busiest train station in the Western Hemisphere and Eighth Avenue. Wayfinding, station access, crowd control, and the public realm around the station should be considered.

Arts and Culture

- The Garment District around Eighth Avenue has a rich creative history that includes fashion, garment making, and the arts. The area had the largest concentration of fashion designers in the country throughout the 1900s, supporting a cradle to grave industry of fashion design, manufacturing, and sales. Over the past twenty years, industry has declined due to globalization, e-commerce, and the pandemic. Nevertheless, the remaining boutiques, ateliers, trimmings and fabric shops, fashion headquarters, and more who make this neighborhood home are an important part of its identity. As garment uses left the neighborhood, other creative uses moved in. Lining Eighth Avenue are around 40 dance, art, architecture, and design studios or nonprofits including Elizabeth Foundation for the Arts and Paul Taylor Dance Company. The importance of place, history, and culture specific to Eighth Avenue and the Garment District should be considered.

Tourism and Hotels

- Eighth Avenue is the unsung touristic center of New York City. More than 10,220 hotel rooms are connected to transit via Eighth Avenue, amounting to 3.8 million tourists a year staying along the corridor. The Avenue helps shuttle tourists between airports and the 52 nearby hotels, sports games, Times Square, food, and transit. Tourism is also increasingly shaping ground floor retail on and around Eighth Avenue. International food chains, bagel and pizza restaurants, and pop-ups have sprung up around Eighth Avenue, all catering towards tourists. The role of the corridor as a place where New York City begins for millions of people every year should be considered.

Midtown South Mixed-Use Rezoning

- The Garment District has been rezoned multiple times in the past 30 years, increasingly allowing new and diverse uses. In 1987, the Special Garment Center District was created roughly between Seventh and Eighth Avenues to prevent conversions from displacing garment-related uses. In 2005, a rezoning created two new Preservation Areas within the Special Garment Center District, P1 and P2, which allowed for limited conversions, hotel, or residential use in P2. In 2018, another rezoning legalized industrial-to-office conversion. In 2025, the Midtown South Mixed Use Plan increased allowable FAR for office and residential buildings, and allowed for residential conversion and development as-of-right. Mandatory Inclusionary Housing and conditional bonus FAR and were also included in the plan. Critically, 37 buildings along and to the east of Eighth Avenue were excluded from the ability to develop or convert to residential, stymying potential private investment in the corridor.

Midtown Community Improvement Coalition

- DA Alvin Bragg founded the Midtown Community Improvement Coalition (MCIC) in 2024 after repeated concerns regarding quality-of-life issues in Midtown South, centered around Eighth Avenue. Chaired by the Garment District Alliance, Times Square Alliance, the DA, and the Midtown North and South Precinct Community Council Chairs, the Coalition of 30+ city and state agencies and contracted service providers meets biweekly to discuss quality of life issues including homelessness, addiction, scaffolding, illegal cannabis, vending, transportation infrastructure and more. The Coalition is a key stakeholder group of people shaping the day-to-day operations of Eighth Avenue.

V. Scope of Work

Task 1 – Corridor Assessment: Existing Conditions, Mobility Study, and Stakeholder Engagement

The selected Consultant, in assessing the current state of the Eighth Avenue corridor, will, at a minimum:

- Conduct project initiation activities, review existing studies, collect available data, and establish project goals.
- Document existing corridor conditions, including but not limited to traffic operations, pedestrian and bicycle infrastructure, curb regulations, loading activity, land use, building frontages, transit facilities, streetscape elements, public spaces, lighting, landscaping, wayfinding, accessibility, urban design, quality of life concerns, and corridor identity.
- Evaluate the functionality of multimodal mobility, traffic operations, curbside activity, transit performance, and regional versus local travel patterns.
- Assess the quality, functionality, and character of the public realm, identifying opportunities to improve the pedestrian experience, corridor identity, and urban design.
- Consider the experience of pedestrians traveling between Penn Station, the Port Authority Bus Terminal, Times Square, Bryant Park, Hudson Yards, and other neighboring destinations.

- Carry out engagement with all relevant stakeholders to gather input on needs and desires for corridor improvement.
- Synthesize existing conditions, traffic and public realm assessments, and stakeholder engagement into a needs assessment complete with an opportunities and constraints summary.

Task 1 Deliverables

Existing Conditions Report

- Comprehensive inventory of existing corridor conditions including but not limited to traffic operations, pedestrian and bicycle infrastructure, curb regulations, loading activity, land use, building frontages, transit facilities, streetscape elements, public spaces, lighting, landscaping, wayfinding, accessibility, urban design, quality of life concerns, and corridor identity.

Corridor Traffic Study and Movement Maps

- Evaluation of multimodal mobility (including present and expected future levels of service), traffic operations, curbside activity, places of conflict, regional vs local travel patterns, transit performance, and flow to and from neighboring transit hubs.

Stakeholder Engagement Report

- Comprehensive description of the stakeholder engagement methodology, and initial findings regarding corridor deficiencies from all relevant stakeholder groups.

Needs Assessment

- Compiled opportunities and constraints of existing infrastructure, identity, and functionality based on the existing conditions, traffic and public realm assessments, and stakeholder engagement report.

Task 2 – Visioning and Concept Alternatives

The selected Consultant, in developing a vision and concept alternatives, will, at a minimum:

- Develop a corridor-wide vision, measurable goals, and design principles that establish priorities for mobility, accessibility, transit integration, curb management, placemaking, sustainability, climate resilience, economic development, public safety, and corridor identity.
- Prepare and evaluate multiple conceptual alternatives illustrating different approaches for reallocating street space and enhancing corridor performance, including streetscape, mobility, public realm, and urban design improvements.
- Assess benefits, tradeoffs, implementation considerations, and potential impacts of each alternative.

Task 2 Deliverables

Vision and Goals Report

- Overview of primary mission, vision, and goals for corridor improvements based on addressing the deficiencies identified in the needs assessment.

Design Principles Framework

- A comprehensive urban design framework to beautify and unify Eighth Avenue based on corridor needs and identity while aligning with DOT and PDC requirements.

Stakeholder Workshop Materials

- Develop a stakeholder engagement plan to present the concept and concept alternatives to all relevant stakeholder groups to receive feedback to support concept evaluation.

Three Concept Alternatives

- Prepare multiple conceptual alternatives illustrating different approaches for reallocating street space and enhancing corridor performance, including streetscape, mobility, public realm, and urban design improvements.

Illustrative Plans and Cross Sections

- Develop initial conceptual renderings to support stakeholder engagement and concept evaluation.

Task 3 – Conceptual Master Plan and Implementation Strategy

The selected Consultant, in developing a conceptual master plan and implementation strategy, will, at a minimum:

- Advance a preferred corridor concept based on technical analysis and stakeholder input.
- Refine recommendations for mobility, streetscape, public realm, and urban design, and prepare a conceptual master plan suitable for future engineering and capital planning.
- Develop a phased implementation strategy identifying short- and long-term improvements along with preliminary capital costs, funding opportunities, governance considerations, partnership strategies, and early-action projects including actionable, short-term interventions.
- Consider the U.S. Public Right-of-Way Accessibility Guidelines (PROWAG) when conceptualizing accessibility improvements for the corridor.
- Create high-quality renderings to showcase the conceptual master plan.

Task 3 Deliverables

Conceptual Master Plan

- A detailed plan to present to the City and other partners to secure funding and further buy in for the creation and implementation of a future final master plan.
- Sections dedicated to conceptual streetscape and urban design plans for the corridor.
- A proposed implementation strategy and phasing plan.
- Additional recommendations for policy, partnerships, and programming needed to improve the corridor beyond capital improvements.
- High-quality renderings which can be used as hero imagery to gain buy-in.

Actionable Short-Term Interventions Plan

- A list of DOT and PDC compliant interim treatments that GDA can imple-

ment now and in the next four years to improve conditions.

Funding and Partnership Framework

- A strategy for engaging key public and private stakeholders to secure funding and political will with the goal of enabling further planning, design, and implementation efforts following the delivery of the conceptual master plan.

VI. Project Updates and Involvement

Project Updates

The selected Consultant will hold regular project update meetings with the GDA and other partners, including but not limited to NYC DOT, other City agencies, and key stakeholders. A meeting schedule will be determined upon project kickoff, after the contract is awarded.

Partner Involvement

The Consultant should expect involvement and feedback from GDA partners including but not limited to NYC DOT and other City agencies during the process of completing the scope of work.

VII. Budget

The Garment District Alliance has no set budget dedicated to this project and expects the respondent to provide a clear project budget estimate as defined in 1.VI. As a reminder, per 1.VII, projects will be evaluated competitively based on multiple factors, including budget.

3. Notes, Terms, and Specifications

I. Notes

Data

The GDA collects data on pedestrian counts using mounted cameras at the intersection of Eighth Avenue and West 36th Street. The GDA also has processed CitiBike usage data for the corridor. By the end of 2026, the GDA expects to also collect data on bicycle counts and vehicle counts using newly mounted cameras. New York City OpenData provides further information on crash data. The selected Consultant is expected to incorporate data collection into their project scope for any other data needed for this study.

Community Engagement and/or Focus Groups

The GDA will identify relevant stakeholders and initiate outreach with relevant contacts. The GDA actively works with over 30 City and State agencies to address quality of life concerns in Midtown West through the Midtown Community Improvement Coalition. These partners will be critical stakeholders. The GDA will not facilitate focus groups or stakeholder engagement beyond the outreach phase.

II. General Contract Terms and Specifications

Term

The successful Consultant is expected to be issued a contract in November 2026. The contract term is anticipated to be one (1) year, but may be somewhat shorter or longer depending upon a timetable mutually agreed upon by both parties

Changes in Scope of Services and Personnel

- A. GDA reserves the right to make reasonable changes in the services. Any such changes will be directed in writing. If GDA directs any such changes that materially affect the cost of the services or time required for performance, an equitable adjustment in the fees, or delivery schedule, or both, shall be agreed to by both parties.
- B. Changes to the services may be necessary or appropriate in response to an event of force majeure and its impact on the services, including changes necessary to comply with any orders, guidance, legislation, rules or regulations issued or enacted to address the event of force majeure.

Firm Price and Taxes

- A. The price agreed upon by the parties for the stated services will not be subject to change during the term of the Contract without a written amendment to the Contract signed by both parties. GDA reserves the right to adjust services as necessary to remain within the annual contract amount.
- B. The price shall include all sales, franchise, income or other taxes with regard to the work, which shall be paid by the Consultant. Consultant 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, benefits or other compensation paid to employees engaged upon or in connection with the work to be performed.

Warranties and Covenants

- A. Consultant will perform the work under the Contract in a professional manner according to the highest industry standards, with qualified personnel who are legally authorized to work in the U.S., and all work performed hereunder shall comply with all requirements of federal, state, and local laws, regulations, executive orders, regulations and rules, including, without limitation, the NYS Shield Act, the Occupational Safety and Health Act of 1970, the Affordable Care Act, E.O. 50, and equal employment opportunity laws; and all applicable laws, ordinances, rules, regulations and orders of any public authority.
- B. Consultant shall obtain all other necessary federal, state and city permits, licenses and authorizations for the services to be performed hereunder and shall be responsible for the payment of any related taxes, fines or penalties, and shall provide GDA with a copy of such permits, licenses and authorizations upon request prior to the applicable services being rendered.
- C. Consultant shall have sufficient security and privacy safeguards in place to

comply with the NYS Shield Act and any other applicable privacy law.

Indemnification

- A. To the extent permitted by law, Consultant shall defend, indemnify and hold harmless GDA, the City of New York, and the New York City Department of Small Business services (“SBS”, and collectively, the “Indemnified Parties”) from and against all injury, loss, claims, damages, judgments or liabilities (including reasonable costs and expenses, legal or otherwise) to any person or property (“Liabilities”), arising from, related to or in connection with the services provided under the Contract by Consultant or its agents, employees, subcontractors, contractors or permittees to which any Indemnified Party maybe subject.
- B. Without limiting the generality of the foregoing, to the extent permitted by law, Consultant shall defend, indemnify and hold harmless the Indemnified Parties from Liabilities arising from, related to or in connection with the services because of (a) any act or omission, including negligence, willful misconduct, material breach of the Contract or failure to comply with the law, by Consultant or its agents, employees, subcontractors, contractors or permittees, or (b) any third-party claim that any materials provided by Consultant or its subcontractor as part of the services (including the Consultant trademarks), or GDA’s use, reproduction, distribution, display or exploitation of such materials (or a portion thereof), is in violation of Consultant representations provided for in this Agreement or infringes the intellectual property rights or other rights of a third-party, including, but not limited to, third-party claims alleging copyright or other intellectual property infringement, violation of privacy rights, libel, slander or defamation.
- C. Consultant shall be solely responsible for the safety and protection of all its employees, agents, subcontractors, contractors, participants and permittees and shall assume all liability for injuries, including death, that may occur to said employees, agents, subcontractors, contractors, participants or permittees due to the negligence, fault, or default of Consultant.
- D. Consultant shall also require such indemnification of the Indemnified Parties from its agents, subcontractors, contractors and permittees.

Independent Contractor

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, Consultant will not be deemed to be acting as an agent of GDA, SBS or the City of New York by virtue of the Contract or by virtue of any approval, grant, or other authorization given by GDA. Consultant shall be an independent contractor performing services for GDA without power or authority to bind GDA, SBS or the City. Consultant shall be solely responsible for all acts taken or omitted by Consultant, its employees, agents, subcontractors and permittees.

Termination

- A. GDA may terminate the Contract, or any portion of the Contract, at any time in its sole discretion upon 30 days written notice to Consultant. GDA also may terminate the Contract upon ten (10) days’ written notice to Con-

sultant if GDA determines, in GDA's sole discretion, that the services are impractical, infeasible, ill-advised or otherwise inappropriate as a result of an event of force majeure or its impact on the services, including any orders, guidance, legislation, rules or regulations issued or enacted to address event of force majeure.

- B. GDA reserves the right to withhold payment, in part or in full, for failure to comply with the material terms and conditions contained herein.
- C. In addition, in the event of Consultant material breach of the Contract, GDA may terminate the Contract by written notice if Consultant fails to cure such breach within the seven (7) day notice period.
- D. In the event of the early termination of the Contract, Consultant's fees, as described herein, shall be adjusted on a pro rata basis, or refunded to GDA on a pro rata basis, as applicable, for work satisfactorily performed by Consultant prior to the effective date of termination.

Assignment

- A. The Consultant 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 GDA (and subject to applicable PASSPort/VENDEX requirements). The Consultant shall not be relieved of any obligations hereunder by reason of any such approved assignment. Contracts may not be assigned, transferred or otherwise conveyed to an a third-party who is, was or would have been disqualified, as described above.
- B. The GDA shall have the right to terminate the contract upon the termination or expiration of the agreement between the City of New York and GDA 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 GDA.

Subcontracting

The Consultant shall not subcontract all or any portion of the performance to be rendered under the contract without the express prior written approval of GDA (and subject to any applicable PASSPort/VENDEX requirements). The Program Manager shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Subcontract(s) with any third-party who is disqualified, as described in Section 2.8 above, are prohibited.

Passport

If applicable, Contract shall be effective subject to selected Consultant's successful completion of a PASSPort review by the City. No payments shall be made under the contract unless and until (i) PASSPort has been completed, and (ii) GDA has been notified by SBS that no derogatory information has been uncovered or that SBS has determined that the derogatory information uncovered shall not preclude the continuation of the contract.

Upon the determination of SBS or GDA that derogatory information uncovered is of such a nature that the contract shall be terminated, the contract shall be terminated and no payments shall be due under the contract, and (b) GDA, and the City shall not be liable to you for such termination

Claim or Actions

- A. Consultant shall look solely to the funds appropriated by GDA for the contract for the satisfaction of any claim or cause of action Consultant may have in connection with the contract or the failure of GDA to perform any of its obligations thereunder. No board member, officer, employee, agent, volunteer or other person authorized to act on behalf of GDA shall have any personal liability in connection with the contract or any failure of GDA to perform its obligations thereunder.
- B. Consultant agrees that no action against the GDA in connection with the contract shall occur or be maintained unless such action is commenced within 6 months after Consultant becomes aware of the cause for said action.
- 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 GDA's contract with the City.

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.

Books, Records, Audits, and Inspections

- A. The Consultant shall keep accurate records and books in accordance with generally accepted accounting practices and any standards issued by the Comptroller of the City of New York.
- B. Such books and records shall include, but are not limited, to the employees' time worked and payment received; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the contract.
- C. All books and records of the Consultant 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. GDA reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies found.

No Legal Obligation

The issuance of this RFP and the submission of a Proposal by any Respon-

dent or acceptance of such Proposal by GDA does not obligate GDA in any manner. Legal obligations of GDA will only arise on the execution of a formal contract by GDA and the selected entity.