

ALLIANCE FOR DOWNTOWN NEW YORK, INC.

REQUEST FOR PROPOSALS

LOWER MANHATTAN EMPLOYEE SURVEY

JULY 15, 2019

I. INTRODUCTION

The Alliance for Downtown New York, Inc. (the "Downtown Alliance"), a not-for-profit corporation organized under the laws of the State of New York which manages the Downtown Lower Manhattan Business Improvement District ("BID" or "District"), is seeking proposals from qualified firms ("Proposers") by this request ("Request") to complete a Lower Manhattan employee survey, more particularly hereinafter described. Proposers are invited to submit proposals (each, a "Proposal") to perform the services (the "Work") more particularly described in the "Scope of Work" attached hereto as Appendix A and the form of contract (the "Contract Form") attached hereto as Appendix B and by this reference incorporated herein. If a satisfactory Proposal is received, it is anticipated that the Downtown Alliance will enter into a contract (the "Contract") with the successful Proposer for a twelve (12) month period with the option to renew for an additional six (6) months.

II. PERTINENT DATES

A. A voluntary pre-proposal conference call will be held on Tuesday, July 23, 2019 at 2:00pm. Proposers should call the Downtown Alliance at 212-566-6700 and request extension 510 to participate in the call. A transcript of the call will not be available to those who elect not to participate.

B. All Proposals are due by 5:00 pm on Monday, August 5, 2019 (the "Closing Date").

III. PROPOSAL SUBMISSION PROCESS

A. Three (3) copies of a written Proposal must be received by the Downtown Alliance by the Closing Date, either by regular mail or hand delivery. **In addition**, please send the Proposal in pdf format via electronic mail to Jarrod Grim at jgrim@downtownNY.com. Proposals received after the Closing Date may not be accepted by the Downtown Alliance and, if accepted, may not be considered in response to this solicitation. The **pricing section** of the Proposal, together with any requested financial statements, if applicable, should be submitted with the Proposal in a **separate sealed envelope** and a **separate document file** for the electronic mail submission, in both cases labeled with the Proposer's name and marked Pricing.

Proposals shall be addressed as follows:

**Alliance for Downtown New York, Inc.
120 Broadway, Suite 3340
New York, NY 10271
Attention: Jarrod Grim, Director of Research**

The Downtown Alliance will not accept oral Proposals or Proposals by facsimile.

All questions regarding the Request must be in writing and should be directed to Jarrod Grim via electronic mail (jgrim@downtownNY.com). Questions and responses from the Downtown Alliance may be shared by the Downtown Alliance with other Proposers.

Respondents should be available for phone or in-person interviews during the week of August 12, 2019.

B. Proposals are to contain the following information and should be organized in a bound document (other than Pricing, as described below):

Approach

Please give a detailed description of the Work, including how your team would approach this consulting assignment. Proposals should address how your team will accomplish the scope of work and discuss any potential modifications to the tasks described herein.

Statement of Qualifications

Please explain why Proposer is interested in performing the Work, citing all relevant information about your experience with similar studies. Proposers should have demonstrated capacity to conduct extensive market/opinion surveys using a diverse set of surveying techniques. Please include at least three (3) examples of prior relevant experience.

Team Structure

Provide an overview of the team's structure, identifying all key members of the project team and submitting their curricula vitae. Teams must explain how they are organized and how they will manage the day-to-day Work. Proposals should identify the project manager who will be the primary point of contact with the Downtown Alliance and briefly explain his/her qualifications for this role.

Please note that the Downtown Alliance project team includes planners who may work closely with Consultant on research and data collection.

Schedule

All Proposals should include a clear and reasonably achievable schedule for the completion of the Work.

Contract

A statement of the exceptions, if any, which the Proposer takes to any terms and conditions contained in the "Scope of Work" or the Contract Form (including a specific reference to any provision to which it is taking exception).

Additional Information

Please include any additional information that Proposer thinks will help the Downtown Alliance determine its overall preparedness to take on a study of this nature and execute it superbly. Additional materials must be bound in the Proposal.

Pricing

Please submit a flat fee proposal, broken down by project phase, which includes your costs and an estimate of your expenses for completing the Work. Pricing shall be **placed in a separate, sealed envelope and a separate file for the electronic submission labeled Pricing with the Proposer's name.**

Contact

The last page of the Proposal shall include the name, telephone number, and email address for the team's primary contact.

The Proposal should present your qualifications in clear but compelling manner and not be overly academic or studded with marketing jargon.

Materials are to be submitted in accordance with Section II "Pertinent Dates" and Section III "Proposal Submission Process" at the start of this Request.

We encourage participation from minority and women owned business enterprises ("M/WBE"); Proposer should indicate in its Proposal if it is an M/WBE.

IV. TERMS GOVERNING REQUEST AND SELECTION

A. Review of Proposals

The Downtown Alliance will review all Proposals for completeness and compliance with the terms and conditions hereof. The Downtown Alliance reserves the right to request additional materials, including those it may deem useful or appropriate to evaluate each Proposer's qualifications and past experience, or clarification or modification of any submitted Proposal. Such requests will be responded to in a timely manner, as determined by the Downtown Alliance. Submission of a Proposal shall constitute the Proposer's permission to the Downtown Alliance to make such inquiries concerning the Proposer as the Downtown Alliance in its discretion deems useful or appropriate. The Downtown Alliance is not obligated to make any such request or to accept any unsolicited additional materials, clarification, modification or background information.

The Downtown Alliance reserves the right, in its sole discretion, to reject at any time any or all Proposals, to withdraw this Request without notice and to negotiate with one or more Proposers submitting Proposals or entities not submitting Proposals on terms other than those set forth herein. The Downtown Alliance reserves the right to waive compliance with and/or change any of the terms of this Request.

The Downtown Alliance will select the Proposer which, in the sole judgment of the Downtown Alliance, most successfully demonstrates the necessary qualities to undertake the project, offers the most favorable financial terms, and best meets the other needs and goals of the District and the Downtown Alliance. The Downtown Alliance reserves full right to reject all proposals if it so chooses.

Under no circumstances will the Downtown Alliance pay any costs incurred by a Proposer in responding to this Request.

The review or selection of a Proposal submitted by a Proposer will create no legal submission or equitable rights in favor of the Proposer, including without limitation, rights of enforcement or reimbursement.

Failure by the Downtown Alliance for any reason to select a Proposer or to enter into the Contract with a Proposer once selected as a result of this Request will not create any liability on the part of the Downtown Alliance or any of its members, officers, employees, agents, consultants or other Proposers. Submission of a Proposal by a Proposer in response to this Request will constitute a waiver by such Proposer of any claim against any of the foregoing for any costs incurred or for any matters arising thereunder or in connection with the review of such Proposal by the Downtown Alliance.

A Proposal which would result in payments under the Contract in excess of \$100,000 will obligate the selected Proposer to be subject to the New York City Vendex Review Process to determine Proposer's previous track record and contractual experience with New York City. Please indicate in the Proposal when Proposer has most recently submitted completed Vendex questionnaires, if it has done so.

B. Execution of the Contract

The submission of a Proposal shall constitute an agreement by the Proposer to execute the Contract with the Downtown Alliance as written, except for the exceptions raised in the Proposal and agreed to by the Downtown Alliance. If the Downtown Alliance notifies the Proposer that it has been selected, then Proposer shall execute the Contract with the Downtown Alliance promptly upon such notification and receipt of an execution copy. In the event that the Proposer fails to execute the Contract expeditiously for any reason, the Downtown Alliance may void the selection of the Proposer and negotiate and execute a Contract with another party (or no party, if it so chooses). Work will begin immediately upon execution of the Contract.

APPENDIX A SCOPE OF WORK

Introduction:

The Downtown Alliance is seeking a consultant (“Consultant”) to design and conduct a survey of Lower Manhattan employees and perform an analysis of the results. The “Survey” and “Analysis” will yield a complete data set covering demographics of employees in Lower Manhattan as well as shopping and dining habits, sentiments/opinions about working in Lower Manhattan, and thoughts on future desired changes/additions to the neighborhood from an employee’s perspective.

Background:

Lower Manhattan’s almost 90M square feet of office space supports over 251,000 private sector employees. Private sector employment in Lower Manhattan is now at its highest level since September 11th. As employment has grown the neighborhoods tenant base has diversified dramatically. Since the last employee survey was conducted by the Downtown Alliance in 2004, Lower Manhattan has also welcomed the addition of four new World Trade Center towers, completed the vast majority of post 9/11 redevelopment and transportation projects, and added hundreds of new retailers, restaurants, bars, and attractions across the district. As a result, Lower Manhattan has continued to attract a steady stream of top-tier companies relocating to the district across industry sectors.

The Downtown Alliance sees a need to both develop a profile of Lower Manhattan employees and solicit opinions about the neighborhood from employees across sectors (both public and private) and office locations. While Lower Manhattan has celebrated many recent successes in terms of business attraction, office competition within the city remains strong and is poised to ramp up with the addition of high profile projects in other Manhattan markets over the next few years. Developing a greater understanding of who is here and what is and isn’t working within the district for the Lower Manhattan workforce can help us shape both commercial office tenant attraction efforts and can help inform the Alliance’s overall economic development agenda.

In addition, maintaining a healthy and robust retail market remains at the forefront of the Downtown Alliance’s goals. Existing and potential retailers could benefit from insights on employee preferences to inform their decisions as well as understand the weaknesses or potential for specific areas of the district, including Water Street’s retail corridor. A detailed demographic and consumer spending profile of Lower Manhattan employees could compliment similar surveys of area residents conducted several years ago. Finally, comparing results from 2019 to 2004 could provide solid evidence of a dramatic change in who is working downtown and inform the Downtown Alliance’s public relations strategy.

Study Area:

The Downtown Alliance operates the Lower Manhattan Business Improvement District, a special assessment area roughly bounded by Murray Street, West Street, South Street and Battery Place. The study area(s), however, should include the office market south of Chambers Street. If possible the survey sample should appropriately represent the industry composition of the market as described in Appendix A as well as draw from an appropriate representation of employees from the major office subareas of the district including:

- Brookfield Place and the World Trade Center campuses
- Water Street corridor
- Broadway corridor

Sample Size

The study should include a sample size large enough to represent a diverse cross section of the Lower Manhattan workforce. This should include a diversity of industry groups, office locations as described above and income brackets (to the extent practical).

Project Goals

The survey should seek to answer the following questions about the Lower Manhattan workforce. This is a preliminary list and a final survey scope will be developed by the Downtown Alliance in partnership with the Consultant (see Task 1).

1. Develop a demographic profile of the workforce:

- a. Length of employment in Lower Manhattan
- b. What neighborhood did you work in prior to Lower Manhattan?
- c. Industry
- d. Educational attainment
- e. Age
- f. Income and/or Household Income
- g. Home zip code
- h. Method of commuting?
 - i. Did your commute improve or worsen after relocating to Lower Manhattan?
- i. Did your company relocate to Lower Manhattan or did you start working for a company already in the district?

2. Develop a shopping/dining/spending profile

- a. Average daily/weekly spend
- b. Determine an average percentage of retail spend in Lower Manhattan vs. areas outside of Lower Manhattan
- c. Assess knowledge of neighborhood amenities beyond the area immediately surrounding respondent's offices.
- d. Shopping Preferences
 - i. Frequency of shopping in Lower Manhattan
 - ii. Identify stores & services that are desired and not well represented in Lower Manhattan.
 - iii. How often do employees shop in Lower Manhattan vs. elsewhere in NYC?
- e. Dining & nightlife preferences

- i. Frequency of dining/going out in Lower Manhattan
- ii. Identify types of dining (casual, fine dining, etc) & nightlife (bars, entertainment, etc) options that are desired and not well represented in Lower Manhattan.
- iii. How often do they utilize weekday dining & nightlife activities in Lower Manhattan vs. elsewhere in NYC?

Description of Work:

Task I:

Develop a comprehensive survey and distribution plan (online/phone/mail/intercept or combination of these strategies). In addition, identify the correct sample size of employees to target to obtain an accurate representation as well as the right representation of industry, public vs. private sector, large and small companies and mix of Lower Manhattan locations.

Task II:

After approval from the Downtown Alliance on survey technique, targets and questions, Consultant shall develop the implementation plan and conduct survey.

Task III:

Collect and analyze results. Develop employee segments/profiles based on data collected. Compare results to 2004 survey results where applicable.

Final deliverables:

Final deliverables to the Downtown Alliance will include the full results from the survey as well as a summary report covering conclusions and comparisons over time as well as a set of employee profiles/market segmentation analysis.

The Downtown Alliance will have the opportunity to review and comment on the summary, data set and market segmentation and Consultant will incorporate such comments and deliver the final products promptly thereafter.

**APPENDIX B
CONTRACT FORM**

_____, 2019

[Consultant Name and Address]

Dear -----:

The Alliance for Downtown New York, Inc. (the "Downtown Alliance") hereby engages *company name* as consultant ("Consultant") to perform a Lower Manhattan employee survey for the Downtown Alliance. All work provided under this agreement (this "Agreement") shall be performed according to the terms and conditions more particularly set forth below, under the supervision of Josh Nachowitz, Senior Vice President, Economic Development & Planning.

SCOPE OF SERVICES: Consultant shall perform the following services on behalf of the Downtown Alliance (collectively, the "Work"):

See Scope of Work as set forth in **Appendix A**

TERM: The term of this Agreement shall commence on _____, and end on _____ unless sooner terminated in accordance with the provisions of this Agreement (the "Term").

COMPENSATION: Consultant will complete all Work for a fee not to exceed \$ _____ with no additional payment or other reimbursement for expenses incurred.

PAYMENT AND INVOICES: Upon satisfactory performance of the Work, Consultant will be paid within fifteen (15) days of receipt by the Downtown Alliance of an itemized invoice detailing services performed.

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 this Agreement, Consultant will not be deemed to be acting as an agent of the Downtown Alliance by virtue of this Agreement or by virtue of any approval, grant, or other authorization given by the Downtown Alliance pursuant to this Agreement. Consultant is acting as an independent contractor performing services for the Downtown Alliance without power or authority to bind the Downtown Alliance. Consultant is solely responsible for all acts taken or omitted in performance of this Agreement.

INSURANCE:

- I. Throughout the Term, Consultant shall maintain in effect, and shall cause all its subcontractors and permittees to maintain, the following insurance policies in full force and effect:

- A. General Liability. Commercial General Liability Insurance with limits of \$2,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis. Any deductible shall be the responsibility of Consultant.

The policy shall not contain exclusions relating to:

- a. contractual liability
- b. independent contractors
- c. gravity related injuries
- d. injuries sustained by an employee of an insured or any insured
- e. height limitations
- f. residential work (if applicable)

- B. Automobile Liability. Commercial automobile liability insurance in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles operated by Consultant or any of its subcontractors in connection with this Agreement. This coverage shall include the entities indicated in II.B. of this paragraph.
- C. Workers Compensation. During the performance of the Work, Consultant shall maintain and shall require any subcontractors to maintain Workers' Compensation insurance and Employers Liability insurance, covering all aspects of its performance under this Agreement.
- D. Professional Liability. Professional liability insurance in an amount not less than \$2,000,000 insuring Consultant for professional errors or omissions in the performance of the Work under this Agreement.
- E. Umbrella Liability. Umbrella liability insurance in an amount not less than \$5,000,000 providing excess coverage over all limits and coverages noted in paragraphs A, B, C and D above. This policy shall be written on an occurrence basis. Umbrella liability policy(ies) shall apply on a "Follow-form" basis.

II. Additional Insurance Requirements:

- A. Consent To Change. All insurance policies entered into by Consultant pursuant to this Agreement shall provide that any change in or cancellation of any such policies shall not be valid until the Downtown Alliance has had thirty (30) days' notice in writing of such change or cancellation.
- B. Additional Insureds. The Downtown Alliance, the City of New York ("City"), and the New York City Department of Small Business Services ("SBS") shall be named as additional insureds on the policy indicated in I. A. of this paragraph utilizing ISO Forms CG2010, CG2037 and CG2038. Consultant and the entities indicated in the preceding sentence shall be named as additional insureds on such policies obtained by its subcontractors and permittees. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, such policies shall provide coverage for the additional insured on a primary basis and non-contributory

irrespective of any other insurance, whether collectible or not.

- C. Delivery of Certificates. Consultant shall procure and deliver to the Downtown Alliance, the City and SBS certificates of insurance executed by the insurance companies providing evidence of the insurance described herein, together with copies of the additional insured endorsement, no later than five (5) days prior to commencement of the Work and upon the Downtown Alliance's request, shall provide the Downtown Alliance with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.
- D. All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.
- E. Waiver of Subrogation. Consultant agrees to waive its right of recovery and/or subrogation against the Downtown Alliance and its additional insureds. All policies (except automobile) shall allow for a Waiver of Subrogation.

INDEMNIFICATION: Consultant shall indemnify, protect, defend, save and keep harmless the City, the New York City Department of Small Business Services, and the Downtown Alliance, and their respective officers, directors, employees, agents and partners (collectively, the "Indemnified Parties"), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (collectively, "Liabilities"), which may be incurred by or imposed on the Indemnified Parties, or any of them, and in any way relating to or arising out of Consultant's services provided under this Agreement, except to the extent that any of such Liabilities are directly due to the negligent acts or omissions of such Indemnified Party(ies). Consultant will be solely responsible for the safety and protection of all its employees and will assume all liability for injuries, including death that may occur to said employees due to negligence, fault or default of Consultant. Consultant will also require such indemnification from its contractors, subcontractors, and permittees.

SUBCONTRACTING: Consultant shall not subcontract all or any portion of the performance to be rendered hereunder without the express prior written approval of the Downtown Alliance in each instance, which may be granted or denied in the sole discretion of the Downtown Alliance, as to the work to be subcontracted and as to the subcontractor. Consultant shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

ASSIGNMENT: Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement or any interest therein, in whole or in part, without the prior written consent of the President of the Downtown Alliance. The Downtown Alliance shall have the right to assign this Agreement to the City of New York without the consent of the Consultant.

BOOKS, RECORDS, AUDITS AND INSPECTIONS: Consultant shall keep accurate books and records in accordance with generally accepted accounting practices. Such books and records shall include, but not be limited to, employee time and payment records; accounts receivable and payable; purchase orders and sales receipts; liabilities and payments rendered for the purposes

of this Agreement. All books and records of Consultant shall be available upon three (3) business days' notice for the purposes of auditing or inspection for purposes of verifying compliance with the terms of this Agreement and applicable law.

WARRANTIES: Consultant warrants that qualified personnel in accordance with the best-accepted practice will render services of any nature furnished hereunder competently. Consultant 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. All work will be completed in a professional manner according to the highest industry standard practices.

PERMITS: Consultant shall be responsible for obtaining permits, if required by the City, for performance of the Work and shall promptly provide the Downtown Alliance with copies of any such permits.

OWNERSHIP OF MATERIAL: Consultant acknowledges that for the purposes of the U.S. Copyright Law, any materials prepared under this Agreement will be deemed a work specially commissioned and all rights in such work will be a "work made for hire" and will belong entirely to the Downtown Alliance, its successors and assigns, in perpetuity and it or they may make such use of such rights in all media throughout the universe without further obligation to Consultant. However, if it is determined that any such materials are not works made for hire, Consultant will be deemed to have assigned all right, title and interest therein, including the copyright, to the Downtown Alliance and will be deemed to have waived any right to termination of such assignment.

CLAIMS OR ACTIONS: Consultant shall look solely to the funds appropriated by the Downtown Alliance for this Agreement for the satisfaction of any claim or cause of action Consultant may have against the Downtown Alliance in connection with this Agreement or the failures of the Downtown Alliance to perform any of its obligations hereunder. No officer, employee, agent or other person authorized to act on behalf of the Downtown Alliance or Consultant shall have any personal liability in connection with this Agreement or any failure of the Downtown Alliance or Consultant to perform its obligations hereunder. Consultant agrees that no action against the Downtown Alliance in connection with this Agreement shall lie or be maintained unless such action is commenced within six months after (i) the expiration or sooner termination of this Agreement, or (ii) the cause for said action takes place, whichever is earliest.

TERMINATION: The Downtown Alliance may terminate this Agreement upon five (5) days' notice with cause, i.e., upon a determination by the Downtown Alliance that Consultant has materially failed to perform under this Agreement, or upon ten (10) days' notice without cause, in which case an equitable adjustment, if necessary, will be made.

CHANGES IN THE SCOPE OF SERVICES: The Downtown Alliance reserves the right to make reasonable changes in the general scope of Work. If the Downtown Alliance directs any changes with regard to the cost of or time required for performance of any portion of the Work, an equitable adjustment shall be agreed to in the Agreement price or delivery schedule, or both.

CONFIDENTIAL INFORMATION: The parties recognize that Consultant may have access to, be asked to receive or review, or be involved in discussions concerning confidential and proprietary

information and trade secrets relating to the Downtown Alliance. Consultant agrees not to disclose, discuss, release, disseminate, or otherwise transfer, whether orally, electronically, or by any other means, any confidential information or work product to any person or entity not working for or on behalf of the Downtown Alliance without its prior consent.

NON-DISCRIMINATION: Consultant agrees that:

- (a.) it shall not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (b.) when it subcontracts (only if permitted by this Agreement) it shall not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;
- (c.) it shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;
- (d.) it shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under this Paragraph.

[VENDEX: This Agreement shall be effective subject to, and no payments shall be made prior to Consultant's successful completion of a Vendor Information Exchange System (VENDEX) review by the City. To successfully complete VENDEX review, Consultant must (i) set up a PASSPort vendor account with the City through the Mayor's Office of Contract Services (MOCS) portal at <http://www.nyc.gov/passport>, (ii) complete vendor and principal questionnaires to enroll as a vendor as required by MOCS and (iii) obtain the status "filed" in the PASSPort portal. Upon or prior to execution of this Agreement, Consultant must send to the Downtown Alliance a copy of its profile in PassPort which will indicate basic information, completion status, enrollment signature date and signature date for a Certification of No Change if applicable. If a different status than "filed" is indicated such as "in review" or "pending completion of parent or controlling entity information", Consultant must immediately take steps to resolve any issues in PassPort. The Downtown Alliance may terminate this Agreement if it appears Consultant will not obtain "filed" status before work is to commence under this Agreement. If the vendor enrollment signature date is dated more than three years prior to the date of this Agreement, a new vendor submission or a filing of a Certificate of No Change with PassPort will be required.]

OTHER:

- A. This Agreement represents the entire understanding between the parties. Neither this Agreement nor any provision hereof may be modified, changed, waived or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the modification, change, waiver or termination is sought.
- B. The failure of either party to enforce or otherwise require strict performance of any of the terms or conditions of this Agreement 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.

- C. If any term or provision of this Agreement or the application thereof to any entity or individual in any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to the entities or individuals or in the circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- E. Except to the extent otherwise expressly provided for herein, all notices, demands, consents and approvals given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, delivered to an overnight courier service with guaranteed next business day delivery or, if deposited in the mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at their respective addresses first set forth above upon the earlier of actual receipt thereof or the fifth calendar day after such mailing. Any party may change its address by notice to the other party.

Please sign this letter agreement to evidence your agreement to and acceptance of the foregoing terms and conditions, and return a copy to my attention.

Sincerely,

Jessica Lappin
President

AGREED TO AND ACCEPTED BY:

[NAME OF CONSULTANT COMPANY]

By: _____

Name:

Title:

EIN: _____

APPENDIX C LOWER MANHATTAN BUSINESS IMPROVEMENT DISTRICT BOUNDARIES AND MARKET AREA





**ALLIANCE FOR DOWNTOWN
NEW YORK, INC**
Map of Lower Manhattan
October 2015

KEY:

 Office Buildings	 Government, Institutional and Religious Buildings
 Residential	 Transportation
 Hotels	 Public Open Space
 Hotel/Residential	 Downtown Alliance Boundary
 Under Construction	 Lower Manhattan Market Boundary