



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

Building 77
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205

REQUEST FOR PROPOSALS REFUSE AND RECYCLING SERVICES

Contact Information:

Irina Abramovich
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iabramovich@bnydc.org

A. EXECUTIVE SUMMARY

The Brooklyn Navy Yard Development Corporation (“BNYDC”) is issuing this Request for Proposals (this “RFP”) to seek proposals (“Proposals”) from entities (“Respondents”) interested in performing refuse and recycling project (the “Work”) at the Brooklyn Navy Yard (“BNY”).

Locally Based Enterprises (“LBEs”) and Minority and Women-owned Businesses (“M/WBEs”) are encouraged to respond to this RFP. Respondents are also encouraged, if applicable, to include LBEs and M/WBEs as sub-consultants. Any Respondent must identify in its proposal whether it or, if applicable, any of its proposed sub-contractors are LBEs or M/WBEs.

This RFP contains the following:

- A. Executive Summary
- B. Pertinent Dates
- C. BNYDC Background
- D. Scope of Work
- E. Proposal Submission Requirements
- F. Proposal Administration
- G. Selection Process
- H. Miscellaneous Conditions
- I. Exhibits
 - a. Building Specifications
 - b. Fee Proposal Form
 - c. Vendor Qualification Form
 - d. References
 - e. Declaration of Understanding
 - f. Confirmation of Passport Compliance
 - g. Doing Business Data Form
 - h. M/WBE Information Form
 - i. Form of Contract



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B. PERTINENT DATES

1. A mandatory site walk through will be held on May 12, 2025, at 10:30am. Bidders should meet at the Building 77 Loading Dock at 141 Flushing Avenue, Brooklyn, NY 11205.
2. All questions from Respondents are due no later than 12:00pm on May 23, 2025.
3. BNYDC will provide answers to all Respondents' questions by June 6, 2025, at 5:00 pm.
4. All Respondents' Proposals are due no later than 12:00pm on June 20, 2025.
5. BNYDC anticipates conducting interviews on or about the week of July 7, 2025.
6. BNYDC anticipates awarding a Contract on or about July 25, 2025.
7. BNYDC anticipates the Work will start on or about October 1, 2025.

C. BNYDC BACKGROUND

BNYDC is a not-for-profit corporation that serves as the real estate developer and property manager of the Brooklyn Navy Yard (the "Yard") on behalf of its owner, the City of New York (the "City"). The 300-acre industrial park on the Brooklyn waterfront is home to over 550 businesses employing more than 13,000 people and generates over \$2.5 billion per year in economic impact for New York City. BNYDC's mission is to fuel New York City's economic vitality by creating and preserving quality jobs, growing the City's modern industrial sector and its businesses, and connecting the local community with the economic opportunity and resources of the Yard.

D. SCOPE OF WORK

BNYDC is seeking proposals from qualified Respondents for comprehensive Refuse and Recycling Services (collectively, the "~~Refuse and Recycling Services~~"). The Refuse and Recycling Services are essential for maintaining cleanliness, efficiency, and sustainability across the Brooklyn Navy Yard. The Selected Respondent will operate under a three-year contract starting on or about October 1, 2025, with the option for BNYDC to extend the contract for two (2) one (1) year periods. The Selected Respondent shall be responsible for the development and implementation of a comprehensive waste management program, including waste hauling, recycling, and sustainability initiatives. The Selected Respondent shall provide the following services:

- 1. Comprehensive Waste Program Development:**
 - Develop and implement a strategic waste program for BNYDC and its tenants.
 - Create an efficient and cost-effective waste management strategy.
 - Regularly assess and optimize waste collection and recycling processes.
- 2. Waste Hauling and Recycling Services:**
 - Provide timely and reliable refuse and recycling collection services across the Yard.
 - Ensure compliance with all applicable local, state, and federal regulations, rules, and laws.
- 3. Independent Review of Existing Programs:**
 - Conduct a thorough assessment of current trash, refuse, and recycling programs.
 - Identify inefficiencies and recommend improvements.
 - Provide a detailed report on findings and actionable recommendations.
- 4. Program Upgrades and Implementation:**



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- Develop and execute a plan to enhance and expand existing waste, recycling, and organics services.
 - Implement innovative waste reduction strategies.
- 5. Environmental Stewardship Initiatives:**
- Implement programs that contribute to reducing landfill waste and carbon footprints.
 - Demonstrate the ability and the commitment to accurately report all separate material weights each month. Only weights will be accepted. Any volume to weight conversions must be *transparent*. A sample waste and recycling report must be submitted with the RFP response.
- 6. Building-Specific Waste Management Services:**
- Provide refuse and recycling, organics collection services for the following public buildings in the Yard:
 - Buildings 3, 5, 77, 131, 212, 275, 280, 292 303, and 313.
 - Building Specifications for each building are detailed in **Exhibit A** attached hereto.
 - The Fee Proposal Form in relation to each building is provided in **Exhibit B** attached hereto.
- 7. Reporting Requirements:** The Selected Respondent shall provide a report to BNYDC and their recycling consultant on a monthly basis consisting of tonnages of recyclable and non-recyclable materials collected, contamination levels, and destinations of the various materials. The report must be received within 30 days after the end of each month. Only weights will be accepted. Any volume to weight conversions must be transparent. The Selected Respondent shall have no recourse at a later time for contamination of recyclable materials unless such contamination has been noted in the report and validated by associated tonnage information. Any equipment maintenance, inspections or emergency services provided during the quarter should be noted as well. Any charges for reporting should be included in the fixed monthly price.

E. PROPOSAL SUBMISSION REQUIREMENTS

Each Respondent to this RFP must submit its Proposal on or prior to the Proposal Deadline following the submission procedure set forth in this RFP.

The Proposal Must Include:

- 1) Fee Proposal Form in the form of Exhibit B attached hereto.
- 2) Vendor Qualification Form in the form of Exhibit C attached hereto.
- 3) References in the form of Exhibit D attached hereto.

In addition to the information described above, Respondent's Proposal must include:

- Declaration of Understanding (attached as Exhibit E hereto)
- Confirmation of PASSPort compliance (attached as Exhibit F hereto)
- Doing Business Data Form (attached as Exhibit G hereto)
- M/WBE Information Form (attached as Exhibit H hereto)



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- Acknowledged receipt of any Addendum to this RFP by attaching a signed copy of the Addendum to Respondent's Proposal.

F. PROPOSAL ADMINISTRATION

1. Site Walk Through:

A mandatory site walk through will be held on May 12, 2025, at 10:30am. Bidders should meet at the Building 77 Loading Dock at 141 Flushing Avenue, Brooklyn, NY 11205.

2. Inquiries:

Any questions or explanation desired by Respondents regarding the meaning or interpretation of this RFP must be emailed and received by BNYDC no later than May 23, 2025 at 12:00pm EST. BNYDC will evaluate the need to respond to inquiries. No verbal responses will be provided, and any information given to a prospective Respondent will be furnished to all prospective Respondents as an addendum to the RFP (an "Addendum"). All questions must be directed to:

Irina Abramovich
Brooklyn Navy Yard Development Corporation
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205
iabramovich@bnydc.org

3. Submission Deadline:

Respondents shall deliver the proposal via email on or before June 20, 2025 by 12:00pm EST (the "Proposal Deadline"). Any Proposal received after the Proposal Deadline will be considered for evaluation solely at the discretion of BNYDC. Proposals shall be delivered to:

Irina Abramovich
Brooklyn Navy Yard Development Corporation
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205
iabramovich@bnydc.org

4. Addenda:

Receipt of an Addendum to this RFP must be acknowledged by attaching a signed copy of the Addendum to the Proposal. Any Addendum shall become a part of the requirements for this RFP.

5. Interviews: Interviews may be held with any or all of the Respondents after the receipt of Proposals. Interviews with BNYDC will be scheduled after its initial review of Proposals.



G. SELECTION PROCESS

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the Selected Respondent will be at the discretion of BNYDC and will be based on the proposal that BNYDC deems to be the most responsive and responsible and serves the best interests of BNYDC. Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria which are listed in descending order of importance:

- Respondent's Qualification
- Contract Price/Cost Proposal Sheet
- References and M/WBE Information Form

Upon selection, the successful Respondent must execute a Contract for the Work substantially in the form attached hereto as **Exhibit I** (the "Contract"). If a Respondent desires any material or substantive change(s) to the Contract, it must include any such proposed change(s) in its response to this RFP. The contents of the selected Proposal, together with this RFP and any formal questions and answers provided during the Proposal process, may be incorporated into any final Contract at BNYDC's discretion. The anticipated Contract length is three (3) years with two (2) one (1) year extension option, exercisable at BNYDC's sole discretion.

H. MISCELLANEOUS CONDITIONS

1. Non-binding Acceptance of Qualifications: This RFP does not commit BNYDC to award a contract for any work or services described herein.
2. Incurring Costs: BNYDC is not liable for any costs incurred in the preparation of a response to this RFP.
3. Modifications: Respondents may be asked to make such revisions, additions or deletions to their Proposals as may be required by BNYDC.
4. Reserved Rights: All Proposal material submitted becomes the property of BNYDC and BNYDC reserves the right at its sole discretion to:
 - a. Reject any and all Proposals received in response to this RFP at any time prior to signing of a contract with respect to the Work;
 - b. Award a contract to other than the lowest fee Respondent;
 - c. Waive, modify or correct any irregularities in Proposals received, after notification to the Respondent;
 - d. Change the structure of the proposed fee, if such is in the interest of BNYDC;
 - e. Negotiate the final scope, staff participation, and fee before entering into contract with successful Respondent;
 - f. Revise the fee as BNYDC may require subsequent to receipt of a competitively bid proposal for the Work;
 - g. Extend the time for submission of all Proposals after notification to all prospective Respondents;
 - h. Terminate negotiations with a selected Respondent and select the next most responsive Respondent, or take such other action as deemed appropriate if negotiations fail to result



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- in a signed contract within a reasonable amount of time from the commencement of negotiations;
- i. Terminate or modify the RFP process at any time and reissue the RFP;
 - j. Approve or reject any sub-consultants proposed by the Respondent; and
 - k. Request a change of any sub-consultant at any time in the contract process.
5. Contractual Requirements:
- a. Any Respondent awarded a contract as a result of this RFP process will be required to sign a Contract substantially in the form as attached hereto as Exhibit I, except as otherwise provided for in this RFP.
 - b. Any information which may have been released verbally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither BNYDC nor the Respondent.
 - c. Any Respondent awarded a contract as a result of this RFP will be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort"). PASSPort moves the VENDEX process online, eliminating paper submissions. Since PASSPort clearance is a pre-requisite to BNYDC's award of a contract, Respondents are required to be registered and up-to-date in PASSPort prior to submitting their response to this RFP and to include their PASSPort identification number with submission of their Proposal. Non-compliance with these submission requirements shall result in the disqualification of the Proposal and/or the Respondent and/or the cancellation of any contract after its award.
 - d. Notice to Vendors: Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the Doing Business Data Form attached as Exhibit G hereto and return it with this proposal. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

BNYDC appreciates your interest in this RFP and looks forward to receiving your Proposal.



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EXHIBIT A
BUILDING SPECIFICATIONS



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Building Specification Sheet Building 3

A. Building Size: 749,186 sq. ft.

B. Equipment and Service Levels

- 34yd Compactor-Trash. On call service. Compactor must have a monitoring system installed.
 - Materials - food waste, food packaging and other non-paper items discarded in pantries.
- 34yd Compactor-Single Stream Recycling. On call service. Compactor must have a monitoring system installed.
 - Materials - Flattened cardboard, mixed paper, glass, metals, and plastics.
- 30yd open top – Bulk Waste. Serviced 2x per month; usually on the 1st and 15th of each month. Open top(s) are on-site in the morning and removed by end of day. Placed by loading dock.
- Pallets – Serviced 2x per week.
 - Pallets are stacked in the designated pallet collection zone.
 - We request the following pricing
 - 4' x 4' Pallets
 - 8' x 4', 8' x 8' and 9' x 4' Pallets



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Building Specification Sheet Building 5

A. Building Size: 216,897 sq. ft.

B. Equipment and Service Levels

- East Dock
 - (2) 1.5 cu. yd. containers. Trash. Serviced 3x per week.
 - (1) 1.5 cu. yd. containers. Serviced 3x/week. Single Stream Recycling
 - Materials: Mixed paper, cardboard, glass, metals and plastics.
 - 4' x 4' Pallets – Serviced 1x per week.
 - Pallets are stacked according to size and condition as indicated by zone signage.
- West Dock
 - (1) 1.5 cu. yd. tilted metal containers. Trash. Serviced 3x per week.
 - (1) 1.5 cu. yd. tilted metal containers. Serviced 3x/week. Single Stream Recycling
 - Materials: Mixed paper, cardboard, glass, metals and plastics.
- 20yd open top – Bulk Waste on call, generally serviced 2x per month; usually on the 1st and 15th of each month. Open top(s) are delivered on-site in the morning and removed by EOD. Situated between two loading docks.



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Building Specification Sheet Building 77

A. Building Size: 1 million sq. ft.

B. Equipment and Service Levels

- 34 yd. compactor-Trash. On call service. Compactor must have a monitoring system installed.
- 34yd compactor – Single Stream Recycling. On call service. Compactor must have a monitoring system installed.
 - Materials: Mixed paper, cardboard, glass, metals and plastics.
- Pallets are stacked in the designated pallet collection zone by the compactors.
 - Pallets are serviced one time per week.
 - We request the following pricing
 - 4' x 4' Pallets
 - 8' x 4', 8' x 8' and 9' x 4' Pallets
- Organics – One 64 gal tote serviced 3x per week.



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Building Specification Sheet Building 131

A. Building Size: 80,693 sq. ft.

B. Equipment and Service Levels

- (1) 8 cu. yd. container. Trash. Serviced 2x per week.
- (1) 8 cu. yd. container. Cardboard Only. Serviced 2x per week.
- (1) 2 cu. yd. container. Single Stream Recycling. Serviced 2x per week.
 - Materials: Mixed paper, glass, metal and plastics.
- 4' x 4' Pallets – Serviced 1x per week.
 - Pallets are stacked according to size and condition as indicated by zone signage.



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Building Specification Sheet Building 212

A. Building Size: 130,000 sq. ft.

Note that gate is locked. Driver will need to contact security to service containers. Security will need to open the gate or property management will provide a key to hauler to unlock the gate.

B. Equipment and Service Levels

- (2) 1.5 cu. yd. containers. Trash. Serviced 3x per week.
- (2) 1.5 cu. yd. container. Serviced 3x per week. Single Stream Recycling
 - Materials: Mixed paper, cardboard, glass, metal and plastics.
- 4' x 4' Pallets – Serviced 1x per week.
 - Pallets are stacked according to size and condition as indicated by zone signage.



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Building Specification Sheet Building 275

A. Building Size: 286,000 sq. ft.

B. Equipment and Service Levels

- (1) 8 cu. yd. container. Trash. Serviced 2x per week.
- (1) 10 cu. yd. container with lid. Cardboard. Serviced 2x per week.
- (1) 2 cu. yd container. Single Stream Recycling. Serviced 2x per week.
 - Materials: Mixed paper, glass, metal and plastics.



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Building Specification Sheet Building 280

A. Building Size: 257,000 sq. ft.

B. Equipment and Service Levels

- 20yd compactor-Trash. On call service. Compactor must have a monitoring system installed.
- 20yd compactor-Single Stream Recycling. On call service. Compactor must have a monitoring system installed.
 - Materials: Mixed paper, cardboard, glass, metals and plastics.
- 30yd open top – Bulk Waste. Serviced 2x per month; usually on the 1st and 15th of each month. Open top(s) are on-site in the morning and removed by end of day. Placed by loading dock.
- Pallets –
 - Pallets are stacked in the designated pallet collection zone by Freight 62, near compactors.
 - Pallets are serviced one time per week
 - We request the following pricing for
 - 4' x 4' Pallets
 - 8' x 4', 8' x 8' and 9' x 4' Pallets



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Building Specification Sheet Building 292

A. Building Size: 250,000 sq. ft.

B. Equipment and Service Levels

- 20yd compactor-Trash. On call service. Compactor must have a monitoring system installed.
- 20yd compactor-Single Stream Recycling. On call service. Compactor must have a monitoring system installed.
 - Materials: Mixed paper, cardboard, glass, metals and plastics.
- 30yd open top – Bulk Waste. Service one time per week. Open top is always on-site.
- 30yd open top-Pallets. Service on-call. Open top is always on-site.



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Building Specification Sheet Building 303

A. Building Size: 286,000 sq. ft.

Note that gate is locked. Driver will need to contact security to service containers. Security will need to open the gate or property management will provide a key to the hauler to unlock the gate.

B. Equipment and Service Levels

- Six (6) 1.5 cu. yd. containers. Trash. Serviced 3x per week.
- Four (4) 1.5 cu. yd. container. Serviced 3x per week. Single Stream Recycling
 - Materials: Mixed paper, cardboard, glass, metal and plastics.
- 4' x 4' Pallets – Serviced 1x per week.
 - Pallets are placed in waste storage area.



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Building Specification Sheet Building 313

- **Pallets Only –**
 - 4' x 4' Pallets are stacked in the designated pallet collection zone.
 - Pallets are serviced one time per week.



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**EXHIBIT B
FEE PROPOSAL**

Building 3 Fee Proposal

Building 3 Year 1 (10/1/25-9/30/26)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 3 Year 2 (10/1/26-9/30/27)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					

Recycling (SSR) 34yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 3 Year 3 (10/1/27-9/30/28)

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						

Extra Pick-up Large Pallets							

Building 3 Year 4 (10/1/28-9/30/29) - Optional							
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost	
Trash 34yd Compactor with monitoring system	On Call						
Recycling (SSR) 34yd Compactor with monitoring system	On Call						
30 Yard Open Top Bulk Waste	2x/month						
4' x 4' Pallets	2x/week						
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week						
Extra Pick-up Small Pallets							
Extra Pick-up Large Pallets							

Building 3 Year 5 (10/1/29-9/30/30) - Optional

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 5 Fee Proposal

East Dock

Equipment	Frequency	Monthly Cost Year 1 (10/1/25-9/30/26)	Monthly Cost Year 2 (10/1/26-9/30/27)	Monthly Cost Year 3 (10/1/27-9/30/28)	Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
Trash Two 1.5 cuyd	3x/wk					
SSR One 1.5 cuyd	3x/wk					
Pallets 4x4	1x/wk					

Extra Pick Ups Pallets	Cost/Haul Year 1	Cost/Haul Year 2	Cost/Haul Year 3	Cost/Haul Year 4 - Optional	Cost/Haul Year 5 - Optional

West Dock

Equipment	Frequency	Fixed Monthly Cost Year 1 (10/1/25-9/30/26)	Fixed Monthly Cost Year 2 (10/1/26-9/30/27)	Fixed Monthly Cost Year 3 (10/1/27-9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
Trash One 1.5 cuyd tilted	3x/wk					
SSR One 1.5 cuyd tilted	3x/wk					

20 Yard Open Top – Situated between East and West Dock

Year	Equipment	Frequency	Haul Rate	Disposal Rate Per Ton	Fixed Monthly Cost
1 - 10/1/25 -9/30/26	20 Yard Open Top	2x/month			
2 - 10/1/26 -9/30/27					
3 – 10/1/27 -9/30/28					
4 - 10/1/28 -9/30/29 Optional					
5 - 10/1/29 – 9/30/30 Optional					

Building 77 Fee Proposal

Building 77 Year 1 (10/1/25-9/30/26)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
4' x 4' Pallets	1x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	1x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Organics One 64 Gallon Tote	3x/week					

Building 77 Year 2 (10/1/26-9/30/27)

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost

Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
4' x 4' Pallets	1x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	1x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Organics One 64 Gallon Tote	3x/week					

Building 77 Year 3 (10/1/27-9/30/28)

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
4' x 4' Pallets	1x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	1x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Organics One 64 Gallon Tote	3x/week					

Building 77 Year 4 (10/1/28-9/30/29) - Optional

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
4' x 4' Pallets	1x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	1x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Organics One 64 Gallon Tote	3x/week					

Building 77 Year 5 (10/1/29-9/30/30) - Optional

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Monthly Cost
Trash 34yd Compactor with monitoring system	On Call					
Recycling (SSR) 34yd Compactor with monitoring system	On Call					
4' x 4' Pallets	1x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	1x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Organics One 64 Gallon Tote	3x/week					

Building 131 Fee Proposal

Equipment	Frequency	Fixed Monthly Cost Year 1 (10/1/25-9/30/26)	Fixed Monthly Cost Year 2 (10/1/26-9/30/27)	Fixed Monthly Cost Year 3 (10/1/27-9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
Trash 1-8 cuyd	2x/week					
Carboard 1-8 cuyd	2x/week					
SSR 1-2 cuyd	2x/week					
Pallets 4'x4'	1x/wk					

	Cost/Haul Year 1 (10/1/25-9/30/26)	Cost/Haul Year 2 (10/1/26-9/30/27)	Cost/Haul Year 3 (10/1/27-9/30/28)	Cost/Haul Year 4 – Optional (10/1/28-9/30/29)	Cost/Haul Year 5 – Optional (10/1/29-9/30/30)
Extra Pick Ups Pallets					

Building 212 Fee Proposal

Equipment Trash Two 1.5 cuyd	Frequency 3x/wk	Fixed Monthly Cost Year 1 (10/1/25- 9/30/26)	Fixed Monthly Cost Year 2 (10/1/26- 9/30/27)	Fixed Monthly Cost Year 3 (10/1/27- 9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28- 9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
SSR One 1.5 cuyd	3x/wk					
Pallets 4'x4'	1x/wk					

		Cost/Haul Year 1 (10/1/25- 9/30/26)	Cost/Haul Year 2 (10/1/26-9/30/ /27)	Cost/Haul Year 3 (10/1/27- 9/30/28)	Cost/Haul Year 4 – Optional (10/1/28- 9/30/29)	Cost/Haul Year 5 – Optional (10/1/29-9/30/30)
Extra Pick Ups Pallets						

Building 275 Fee Proposal

Equipment	Frequency	Fixed Monthly Cost Year 1 (10/1/25-9/30/26)	Fixed Monthly Cost Year 2 (10/1/26-9/30/27)	Fixed Monthly Cost Year 3 (10/1/27-9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
One Trash 8 cuyd	2x/week					
One Carboard 10 cuyd with lidd	2x/week					
One SSR 2 cuyd	2x/week					

Building 280 Fee Proposal

Building 280 Year 1 (10/1/25-9/30/26)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						
Building 280 Year 2 (10/1/26-9/30/27)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost

Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 280 Year 3 (10/1/27-9/30/28)

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
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Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 280 Year 4 (10/1/28-9/30/29) - Optional						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	2x/month					
4' x 4' Pallets	2x/week					
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week					
Extra Pick-up Small Pallets						
Extra Pick-up Large Pallets						

Building 280 Year 5 (10/1/29-9/30/30) - Optional

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost

Trash 20yd Compactor with monitoring system	On Call						
Recycling (SSR) 20yd Compactor with monitoring system	On Call						
30 Yard Open Top Bulk Waste	2x/month						
4' x 4' Pallets	2x/week						
8' x 4', 8' x 8' and 9' x 4' Pallets	2x/week						
Extra Pick-up Small Pallets							
Extra Pick-up Large Pallets							

Building 292 Fee Proposal

Building 292 Year 1 (10/1/25-9/30/26)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	1x/week					
30 Yard Open Top Pallets	On Call					

Building 292 Year 2 (10/1/26-9/30/27)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	1x/week					

30 Yard Open Top Pallets	On Call				
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Building 292 Year 3 (10/1/27-9/30/28)						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	1x/week					
30 Yard Open Top Pallets	On Call					

Building 292 Year 4 (10/1/28-9/30/29) - Optional						
Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	1x/week					
30 Yard Open Top Pallets	On Call					

Building 292 Year 5 (10/1/29-9/30/30) - Optional

Material and Equipment	Frequency	Monthly Equipment Rental	Monthly Rental for Monitoring System(s)	Haul Rate	Disposal Rate per Ton	Fixed Monthly Cost
Trash 20yd Compactor with monitoring system	On Call					
Recycling (SSR) 20yd Compactor with monitoring system	On Call					
30 Yard Open Top Bulk Waste	1x/week					
30 Yard Open Top Pallets	On Call					

Building 303 Fee Proposal

Equipment	Frequency	Fixed Monthly Cost Year 1 (10/1/25-9/30/26)	Fixed Monthly Cost Year 2 (10/1/26-9/30/27)	Fixed Monthly Cost Year 3 (10/1/27-9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
Six Trash 1.5 cuyd	3x/wk					
Four SSR 1.5 cuyd	3x/wk					
Pallets 4' x 4'	1x/week					

	Cost/Haul Year 1	Cost/Haul Year 2	Cost/Haul Year 3	Cost/Haul Year 4 - Optional	Cost/Haul Year 5 - Optional
Extra Pick Ups Pallets					

Building 313 Fee Proposal

Equipment Pallets 4' x 4' 2 cu yd	Frequency 1x/week	Fixed Monthly Cost Year 1 (10/1/25- 9/30/26)	Fixed Monthly Cost Year 2 (10/1/26- 9/30/27)	Fixed Monthly Cost Year 3 (10/1/27- 9/30/28)	Fixed Monthly Cost Year 4 (Optional) (10/1/28-9/30/29)	Fixed Monthly Cost Year 5 (Optional) (10/1/29-9/30/30)
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		Cost/Haul Year 1	Cost/Haul Year 2	Cost/Haul Year 3	Cost/Haul Year 4 - Optional	Cost/Haul Year 5 - Optional
Extra Pick Ups Pallets						



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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Brooklyn, NY 11205

EXHIBIT C VENDOR QUALIFICATION FORM

1. Cover Letter

- Summarize the Respondent's understanding of the Scope of Work.
- Include the firm's full name, address, and contact details.

2. Relevant Experience

- Provide a summary of the Respondent's experience with projects of similar type and scope.
- Describe experience working with public-sector organizations and institutions in a similar industry.
- Provide an overview of the Respondent's credentials in waste and recycling management, including:
 1. The company's annual revenues for each of the past two (2) years.
 2. A list of clients for whom the company provides regular waste collection and recycling services

3. Certifications and Industry Recognition

- List any relevant certifications, awards, or industry standings that demonstrate expertise in waste and recycling management.
- Provide details of participation in programs such as LEED, IREM, REBNY, or any New York State or City initiatives focused on waste reduction and sustainability.

4. Personnel and Key Staff

- Provide contact information for all team members assigned to this contract.
- Include a brief description of each individual's job responsibilities and relevant experience.

5. Program Evaluation and Improvement Plan

- Conduct an independent review of existing trash, compost, and recycling programs at BNYDC.
- Outline a strategy for upgrading or improving current services to enhance efficiency and sustainability.

6. Implementation Strategy

- Provide a plan for executing and managing waste, recycling, and organic programs.
- Describe how the Respondent will assist BNYDC in becoming a better environmental steward by reducing landfill waste and carbon footprint.



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**EXHIBIT D
REFERENCES**

Please list three (3) references that Vendor has provided similar uniform rental and leasing services. Include the company name, contact name & phone number:

Company Name	Contact Name	Phone Number	Email Address



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**EXHIBIT E
 DECLARATION OF UNDERSTANDING**

DECLARATION OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the Respondent (i) has read and understands the scope and requirements of the Work, as described in the RFP and all attachments; (ii) has the capacity to execute the Work, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard Contract, attached hereto as Exhibit I, and (iv) will, if its Proposal is accepted, enter into the attached Contract with the Brooklyn Navy Yard Development Corporation.

The undersigned further stipulates that the information in his/her Proposal is, to the best of his/her knowledge, true and accurate.

Authorized Signature, Title Date

Consultant Firm

Business Address

City State Zip

Telephone Number Fax Number

Federal Tax Identification Number

- Corporation Partnership
 Individual Other (State)

(Seal, if a Corporation)



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BrooklynNavyYard.org

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Brooklyn, NY 11205

EXHIBIT F

CONFIRMATION OF PASSPORT COMPLIANCE

CONFIRMATION OF PASSPORT COMPLIANCE

The Respondent shall submit this Confirmation of PASSPort Compliance, which replaces VENDEX, and shall include its PASSPort identification number. All VENDEX processes are now completed in the PASSPort Portal, this replaces the paper forms. Please register and complete new questionnaires as soon as possible. PASSPort will not be importing any information from VENDEX. The main purpose of PASSPort is to be a completely paperless interactive system.

Please access to the NYC.gov PASSPort website thru the link below:
<http://www1.nyc.gov/site/passport/index.page>

[to attach Confirmation Form of PASSPort Compliance]



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BrooklynNavyYard.org

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Brooklyn, NY 11205

EXHIBIT G
DOING BUSINESS DATA FORM

Doing Business Data Form

Real Property Transactions

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Competitive Solicitation (P) Application or Award (A) Acquisition (ACQ) Disposition (DIS) Leasing to City (LES) Leasing From City (LOR)

Transaction Type (check one)

Any entity participating in a transaction for the acquisition or disposition of real property with the City of New York must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

(Select One)

Entity has never completed a Doing Business Data Form. Fill out the entire form.
 Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
 No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____



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EXHIBIT H
M/WBE INFORMATION FORM



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

Building 77
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205

Dear Vendor:

The Brooklyn Navy Yard Development Corporation is compiling statistical data on companies that provides construction, professional services, standard services, and goods to our company so that we can comply with the New York City Local Law (LL 129). Please complete the attached information sheet and email it to vrichard@bnydc.org in our Finance Department. If you need help in completing this form, please feel free to contact Venetia Richard at (718) 907 - 5949 or email.

If you are a minority or woman-owned business enterprise (M/WBE) but are not yet certified by the City of New York we strongly urge you to do so. The city has an aggressive program to help certified M/WBEs, it is in your best interest to get certified. For more information on getting certified, we suggest that you call the New York City Department of Small Business Services' Certification Hotline at (212) 513-6311. Addition information can also be obtained through the City's website at: www.nyc.gov/getcertified.

We sincerely appreciate your cooperation.


Sincerely,
Brian Linett
Sr. Vice President & Controller



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 BrooklynNavyYard.org

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 141 Flushing Avenue, Suite 801
 Brooklyn, NY 11205

Please complete the form below and return it to the Finance Department by fax at (718) 643-9296. This information is being compiled for statistical purposes.

Name: First Last

Title:

Company Name:

Company Address: Street City State ZIP

Telephone: Email address:

Federal ID/ Social Security #

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Are you a minority-owned business? Yes No

Are you certified by New York City as a minority-owned business? Yes No Are you certified by New York State as a minority-owned business? Yes No

If you are a minority-owned business which category best describes your company? Black American Asian American Hispanic American Other

Are you a Caucasian woman-owned business? Yes No

Are you certified by New York City as a woman-owned business? Yes No Are you certified by New York State as a women-owned business? Yes No

Your work for the Brooklyn Navy Yard Development Corporation falls under which category?

Construction Professional Services Standard Services Goods

Construction Subcontract Professional Services Subcontract Other



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EXHIBIT I
FORM OF CONTRACT

**AGREEMENT
BETWEEN**

[_____]

AND

**BROOKLYN NAVY YARD DEVELOPMENT CORPORATION
BNYDC CONTRACT NO. [_____]**

This **Agreement** (the "Agreement") is dated as of [_____] , 20__ (the "Effective Date") by and between [_____] , located at [_____] ("Contractor") and **BROOKLYN NAVY YARD DEVELOPMENT CORPORATION**, a New York not-for-profit corporation with a business address at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 ("BNYDC").

WHEREAS, BNYDC desires to retain the services of Contractor to perform certain services described on Exhibit A attached hereto and Contractor is willing to render such services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Services. Contractor will render to BNYDC the services (the "Services") set forth in Exhibit A. Contractor shall furnish its best skill, judgment, business administration and management in performing the Services and perform the Services in a manner so as to permit their completion diligently and expeditiously in accordance with the highest professional standards. Contractor's performance under this Agreement shall be judged by standards typical of contractors in the same or similar practice areas in the New York City Statistical Metropolitan Area ("NYCSMA"). The Services shall not be amended without the prior written approval of BNYDC. Contractor, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the Services. Contractor shall be solely responsible for the means and methods and the safety and protection of all its employees and shall be liable for any injuries which may occur to such employees due to the act, omission, negligence, fault or default of Contractor, to the extent thereof.

2. Term. This term of this Agreement shall commence on [the date hereof] and expire on [_____] , 20__ , unless extended to a later date or terminated at an earlier date pursuant to the terms of this Agreement.

3. Compensation. Contractor shall receive, as sole compensation for the full and timely performance of all the Services hereunder, the amount set forth on Exhibit B attached hereto, payable at such time(s) and in such manner as set forth on Exhibit B. Such payment shall be made in accordance with the schedule set forth on Exhibit B, with full payment to be made promptly after full performance of all Services and the delivery to BNYDC of all required deliverables. Requisitions shall be in a form acceptable to BNYDC and shall be supported by all

appropriate and necessary documentation or other evidence relating to the amounts set forth in the Requisition, as BNYDC may require including, but not limited to invoices, receipts and vouchers from subcontractors and suppliers and where applicable, the time sheets and/or certified payroll reports of Contractor's staff. By virtue of making payments to Contractor, BNYDC shall not be deemed to have released Contractor from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Contractor of the final payment, Contractor agrees that it shall be deemed to have fully released BNYDC and the City from any and all claims, demands and causes of action whatsoever which Contractor has or may have against BNYDC or the City in connection with this Agreement and, upon the request of BNYDC, shall execute a release to such effect.

4. Minimum Wages. Except for any employees whose prevailing wage is required to be fixed pursuant to Section 220, et seq. and Section 230, et seq. of the New York State Labor Law, which employees shall be paid such prevailing wage, all persons employed by Contractor and any sub-contractor in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this Agreement, shall be paid, without subsequent deduction or rebate unless expressly authorized by law, not less than the minimum hourly rate required by law, unless a higher amount is required pursuant to any other provision of this Agreement.

5. Tax Withholding. BNYDC shall not deduct withholding federal, state and local taxes and will issue the appropriate tax form(s) at year-end. BNYDC shall not be responsible for the payment of or reimbursement to Contractor of any charges or taxes which may hereafter be imposed or levied with respect to this Agreement or the Services described herein.

6. Independent Contractor. This Agreement shall not be construed to make either Contractor or BNYDC an agent of or joint venturer with the other. In addition, it is expressly understood and agreed that Contractor is an independent contractor and not an employee of BNYDC and in no event shall Contractor be entitled to any fringe benefits, worker's compensation, New York State disability benefits, unemployment insurance or any other benefits, pension, payments or rights from BNYDC. Neither Contractor nor any of its employees nor any of its subcontractors is or shall be an agent, servant or employee of the City of New York (the "City") by virtue of such contract or by virtue of any approval, permit, license, grant, right or other authorization given by the City or any of its officers, agents or employees. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless BNYDC and the City and their respective officers, officials, agents and employees from any and all liability that BNYDC and/or the City may incur for state, federal, and local income tax withholding contributions, failure to file, worker's compensation and any other employer liability arising out of BNYDC's use of Contractor under this Agreement.

7. Confidential Information. Information disclosed to Contractor prior to and under this Agreement is considered by BNYDC to be secret or proprietary ("Proprietary Information"), and Contractor agrees to maintain the Proprietary Information in confidence. Proprietary Information shall be used by Contractor only in connection with the Services rendered under this Agreement.

The provisions of this Paragraph shall survive any termination of this Agreement. Specifically, Contractor agrees not to disclose such Proprietary Information or material to any person, firm, or corporation without the prior written consent of BNYDC. Any written materials furnished to Contractor by BNYDC in connection with the Services shall remain at all times the property of BNYDC and shall be returned to BNYDC when no longer required. Contractor agrees not to reproduce any written materials without the consent of BNYDC in each instance. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

8. Work for Hire. Contractor agrees that any item produced as a result of performing the Services hereunder is a work made for hire and shall remain the sole property of BNYDC. To the extent that any such item may not, by operation of law, be a work made for hire, Contractor hereby assigns to BNYDC the ownership of the copyright, patent or other intellectual property right in such item and BNYDC shall have the right to obtain and hold in its own name any such right or similar protection which may be available for such item.

9. Contractor Warranties and Representations. Contractor represents and warrants that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and has all requisite power and authority to authorize, execute, deliver and perform this Agreement in accordance with its terms. Contractor is authorized to do business in the City.

(b) The authorization, execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Contractor is bound, or, to the knowledge of Contractor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over Contractor or any of its activities or properties.

(c) Contractor has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Agreement.

(d) Contractor has not employed any person to solicit or procure this Agreement, and has not made and shall not make, except to full-time employees of Contractor, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement.

10. No Political Activity. Contractor agrees that there shall be no political activity or any activity to further the election or defeat of any candidate for public, political or party office as a part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless BNYDC and the City, and their respective officers, trustees, employees and agents (collectively, the “Indemnitees”) from and against any and all costs, claims, judgments, liabilities, damages or expenses of every kind and nature (including, without limitation, court costs and attorneys’ fees) to which they may be subject because of any act or omission of Contractor, its agents, employees or subcontractors in connection with such contract or because of any negligence or any fault or default of Contractor, its agents, employees or subcontractors. The foregoing indemnification shall survive the termination and/or expiration of this Agreement.

12. Non-Waiver. Failure of BNYDC or its representatives to enforce or otherwise require the performance of any of the terms and conditions of this Agreement, at the time or in the manner that said terms and conditions are set forth herein, shall not be deemed a waiver of any such terms or conditions by BNYDC and the same may be selectively enforced or raised as a basis of a claim or cause of action at the option of BNYDC.

13. Insurance. Contractor shall procure and maintain insurance coverage as set forth in Exhibit C and shall deliver to BNYDC prior to the Commencement Date certificates of insurance evidencing the coverages indicated therein.

14. Compliance With Law. Contractor will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Contractor shall ensure that the Services are performed in a location and manner free from recognized hazards and shall comply with Occupational Safety and Health Administration (“OSHA”) standards, rules and regulations. Contractor shall regularly examine workplace conditions and use safe and well-maintained tools, equipment and Personal Protective Equipment to ensure conformance with applicable OSHA standards. Contractor will perform the Services in accordance with all applicable provisions of federal, state, and local laws, rules, regulations, ordinances, codes and orders (collectively, “Applicable Law”), including the Whistleblower Protection Expansion Act (Exhibit G) and the Paid Sick Leave Law (Exhibit H).

15. Executive Order 50 (1980) as amended. Contractor shall comply with Mayor’s Executive Order 50 (1980), as amended, and the regulations thereunder, with respect to equal employment opportunity, a copy of which is attached hereto as Exhibit D.

16. Local Law 34. All entities doing or seeking to do business with the City and BNYDC, as well as their principal officers, owners and senior managers, must follow the procedures established in Local Law 34. In order to avoid the actual link or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Contractor must complete a Doing Business Data Form, found in Exhibit E.

17. Prohibited Persons. Contractor represents and warrants that, as of the date hereof, none of its members, officers, or directors are Prohibited Persons, as such term is defined in Exhibit F.

18. Local Law 129. In compliance with Local Law 129 for the identification, recruitment, certification and participation in City procurement of minority and women owned business enterprises, Contractor shall complete the Vendor Information Form, in the form attached hereto as Exhibit I.

19. Right to Inspect. BNYDC, the Comptroller of the City, the inspectors and any other individual or entity authorized under any Applicable Law shall have the right on reasonable notice to inspect the operations and records of Contractor and its subcontractors relating to this Agreement.

20. Investigations. Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (the “State”) or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under path, or conducted by the Inspector General of a government agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

21. Suspension or Termination of Agreement

(a) Suspension or Termination Due to Interest of BNYDC

BNYDC shall have the right to postpone, delay, suspend or terminate the Services immediately or upon a specified date upon written notice to Contractor and for any reason deemed by BNYDC to be in its interest. Any such postponement, delay, suspension or termination shall not give rise to any cause of action for damages against BNYDC. In the event that BNYDC postpones, delays or suspends the Services for the convenience of BNYDC, then Contractor's time for performance of the Services as specified in Section 2 above shall be extended for the period of the postponement, delay, or suspension. Contractor shall resume work upon the date specified in the directive to stop work or upon such other date as BNYDC may thereafter specify in writing. In the event of termination by BNYDC prior to completion of the Services, Contractor shall be entitled to receive equitable compensation for the Services that, in the judgment of the President of BNYDC, have been performed by Contractor up to the date of termination, provided that Contractor has surrendered to BNYDC all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Contractor in connection with this Agreement and any other materials related to this Agreement requested by the President of BNYDC. Further, Contractor shall be entitled to receive reimbursement for reasonable costs to wind down the work and bring it to an orderly conclusion. Contractor shall not be entitled to receive compensation for overhead or profit on unperformed services.

(b) Termination Due to Acts of Contractor

If Contractor, through any cause, fails to perform any of the Services within the time specified in this Agreement, or fails to progress with the work called for under this Agreement in a manner considered reasonable in the judgment of the President of BNYDC, or violates any of the terms, covenants or provisions of this Agreement, or if any representations or warranties made by Contractor herein shall prove to be untrue or unsupported, or be otherwise breached, or if, in the judgment of BNYDC, the conduct of Contractor is such that the interests of BNYDC are likely to be impaired or prejudiced, BNYDC shall thereupon have the right to terminate this Agreement by giving notice in writing of the fact and the date of such termination to Contractor, and thereupon this Agreement shall terminate and all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Contractor in connection with this Agreement shall be surrendered and turned over to BNYDC within 10 days after such termination. Contractor shall receive equitable compensation for such Services as shall, in the judgment of the President, have been satisfactorily performed by Contractor up to the date of the termination of this Agreement, such compensation to be fixed by BNYDC, subject to any rights of audit provided herein, and subject to set-off by BNYDC for any additional expenses BNYDC may incur in order to satisfactorily complete the Services, including the expenses of engaging another contractor. Contractor shall pay to BNYDC the excess, if any, of such expenses plus payments made to Contractor over the full amount due under this Agreement.

(c) No Release

Termination of this Agreement, whether by expiration of its term or otherwise, shall not release Contractor from any liability to BNYDC.

22. Assignment. Contractor shall not assign this Agreement or subcontract its obligations hereunder without the express prior written consent of BNYDC, which may be granted or withheld in the sole discretion of BNYDC. To the extent Contractor uses a subcontractor, Contractor will have direct responsibility for paying the subcontractor, and BNYDC shall have no responsibility for such payments. BNYDC shall have the right, at any time, to assign this Agreement and its rights and responsibilities hereunder to the City or any affiliate of BNYDC.

23. Notices. All notices hereunder shall be in writing, and delivered (i) personally, (ii) by facsimile, (iii) by certified or registered mail, return receipt requested, or (iv) by an overnight courier service of recognized reputation. Notices delivered by hand delivery shall be deemed received on the date of delivery. Notices sent via facsimile shall be deemed received upon receipt by the sender of an electronic confirmation of delivery. Notices given by certified or registered mail shall be deemed received three business days after the notice was sent. Notices sent by overnight courier shall be deemed received on the first business day after the notice was sent. The addresses for notices are as follows:

To BNYDC: Brooklyn Navy Yard Development Corporation
Building 77
141 Flushing Avenue, Suite 801
Brooklyn, New York 11205
Attn: General Counsel

Brooklyn Navy Yard Development Corporation
Building 77
141 Flushing Avenue, Suite 801
Brooklyn, New York 11205
Attn: Chief of Staff

To CONTRACTOR: [_____]
[_____]
[_____]
[Attn: _____]

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the principles of conflict of laws thereof. Any and all claims asserted by or against BNYDC arising under this Agreement or related hereto shall be heard and determined either in the federal courts of the Southern District of New York or in the New York State Courts located in the City and County of New York.

25. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings, correspondence, and contracts regarding the subject matter of this Agreement. No prior oral or written statements, representations or other material not specifically incorporated herein shall be of any force and effect.

(b) Captions. The tables of contents and captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the Agreement or in any way affects this Agreement.

(c) Completeness. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

(d) Severability. If any clause, provision or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(e) Counterparts. This Agreement may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**BROOKLYN NAVY YARD
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PAYMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

The following is minimum acceptable insurance coverage requirements for Contracting Services

I. Insurance Requirements

- A. Commercial General Liability Policy issued on an Occurrence form with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall include endorsements for: Products/Completed Operations; Underground Hazards where applicable; Contractual Liability for tort liability assumed under contract, Personal Injury; Waiver of Subrogation; Policy Aggregate shall apply on per project basis; Mobile Equipment if such equipment not subject to any motor vehicle statutory law.

Additional Insured endorsement as per Insurance Services Organization (a/k/a ISO) form CG 20 10 07 04 Additional Insured Scheduled Organization and form CG 20 37 07 04 Additional Insured – Completed Operations. Such endorsement shall include BNYDC and any other designated party as Additional Insured, as required by written contract to which this Exhibit is attached and part of.

There shall be no coverage restrictions or coverage exclusions on the General Liability Policy pertaining to, but not limited to: gravity related injuries, unsafe workplace, injuries sustained by employee of Contractor or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Contractors Pollution Liability policy of at least \$1,000,000 for damages arising out of bodily injury, property damages, environmental damages caused by a pollution incident from Contractors work, completed operations, or transportation whether work performed by or on behalf of Contractor.
- E. Umbrella/Excess Liability Policy of at least \$5,000,000 per occurrence. Umbrella Liability policy is to be provided on at least a follow form basis of the underlying General Liability Insurance policy, Automobile Insurance Policy, and Workers'

Compensation Insurance policy. The insurance procured by the Contractor shall be primary and non- contributory to any other insurance that may be in effect.

- F. Professional Liability (Errors and Omissions) of at least \$1,000,000 each claim for wrongful acts while performing and/or providing professional services. Coverage shall continue for at least three (3) years beyond the final performance of services.
- G. The following are to be included as additional insured(s) for coverage required in sections A,C,D and E. Each additional listed below shall be issued a separate Certificate of Insurance.

Certificate Holder

Brooklyn Navy Yard Development Corporation
Building 77
141 Flushing Avenue, Suite 801
Brooklyn, New York 11205

And as Additional Insureds
Brooklyn Navy Yard Development Corporation
City of New York

Certificate Holder

City of New York
c/o City of New York Department of Small Business Services
One Liberty Plaza, 165 Broadway
New York, NY 10006

And as Additional Insureds
City of New York
Brooklyn Navy Yard Development Corporation

- H. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification of existing policy. Notice is to be received 30 days prior to any change in status. In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.
- II. If the Contractor utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Contractor to maintain compliance of such.

- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.
- IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.

V. The policies required hereunder shall contain the following provisions:

“A. Notices from the insurer (the “Insurer”) to BNYDC (“BNYDC”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, BNYDC, at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205 (with a copy to BNYDC’s Deputy General Counsel at the same address);

B. The Insurer shall accept notice of accident from BNYDC or the City, within 120 days after receipt by an official of such Additional Insured (as identified above) of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from BNYDC, within 120 days after receipt by such party as valid and timely notice under this policy;

The Insurer understands and agrees that notice of accident or claim to such Insurer by any one of the following entities shall be deemed notice by all under the policy:

Contractor; or

BNYDC; or

The City; or

Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Contractor unless 30 days prior written notice is sent by registered mail to BNYDC or the City, nor shall this policy be canceled, terminated or modified by the Contractor without prior written consent of BNYDC;

F. The presence of engineers, inspectors or other employees or agents of Contractor, BNYDC or the City at the site of the Services performed by Contractor shall not invalidate this policy of insurance;

G. Violation of any of the terms of any other policy issued by the Insurer to Contractor or a subcontractor of Contractor shall not invalidate this policy; and

H. Insurance, if any, carried by BNYDC, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

EXHIBIT D

E.O. 50 SUPPLY & SERVICE RIDER

(Note: For purposes of this rider, the "Department" or "City" means BNYDC.)

EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised (E.O. "50") and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status 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;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner's partners' or shareholders' race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it is an equal employment opportunity employer;
- (4) will 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 opportunity commitments under E.O. 50 (§ 10-14) and the rules and regulations promulgated thereunder;
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("Division"). Copies of all required reports are available upon request from the contracting agency; and

- (6) will permit the Division to have access to all relevant books, records and accounts for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension of termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.

EXHIBIT E

DOING BUSINESS DATA FORM

(See attached)

EXHIBIT F

PROHIBITED PERSON DEFINITION

A. Contractor represents that none of its members, officers, or directors are Prohibited Persons at the time of execution of this Agreement. For purposes of this Agreement, a “Prohibited Person” shall mean:

(i) any person or entity (x) which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, or (y) which, directly, or indirectly, controls, or is controlled by, a person which is or was in default or in breach, beyond any applicable grace period, of its obligations under any material written agreement with the City of New York, unless, in any of the foregoing circumstances, such default or breach was cured or was settled or waived by the City of New York, as the case may be; or

(ii) any person or entity (x) which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (y) which, directly or indirectly, controls, or is controlled by, a person which was convicted in any criminal proceeding for a felony or any other crime involving moral turpitude or which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure; or

(iii) any person or entity which is, or which, directly or indirectly controls, or is controlled by, a person or entity which is finally determined to be in violation of (including, but not limited to, any participant in any international boycott in violation of) the Export Administration Act of 1979, or its successor, the regulations issued pursuant thereto, or any government which is, or any person or entity which directly or indirectly, is controlled (rather than only regulated) by a government which is subject to the regulations or controls thereof; or

(v) any government, or any person or entity which, directly or indirectly, is controlled (rather than only regulated) by a government, the effects of the activities of which are regulated or controlled pursuant to regulations of the United States Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

B. Contractor further covenants and warrants that at no time during the term of the Agreement shall it admit as a member, director or officer thereof any person who is a Prohibited Person, and it shall not engage a Prohibited Person to be a member, officer or director.

C. The determination as to whether any person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or, directly or indirectly, controls, or is controlled by a person which is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, shall be within the sole discretion of the City exercised in good faith.

EXHIBIT G

WHISTLEBLOWER PROTECTION EXPANSION ACT

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

- (d) For the purposes of this rider, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT

OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959



DOI CAN ALSO BE REACHED BY MAIL OR IN PERSON AT:

New York City Department of Investigation (DOI)
80 Maiden Lane, 17th floor
New York, New York 10038
Attention: COMPLAINT BUREAU

OR FILE A COMPLAINT ON-LINE AT:

www.nyc.gov/doi

All communications are confidential

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law, an employee must report to DOI – or to certain other specified government officials** – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages



← **Scan the QR Code at Left to File a Complaint**

EXHIBIT H

PAID SICK LEAVE LAW

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSSL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
- such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee’s place of business by order of a public official due to a public health emergency; or
- such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may

not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSSL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

EXHIBIT I

VENDOR INFORMATION FORM



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

Building 77
141 Flushing Avenue, Suite 801
Brooklyn, NY 11205

Vendor Information Form

Name: _____ Company Title: _____

Company Name: _____

Company Address: _____

Federal Tax ID / SSN: _____

Email: _____ Telephone: _____

Business type: Select One

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |

Business category: Select One

- | | |
|--|--|
| <input type="checkbox"/> Construction | <input type="checkbox"/> Construction Subcontract |
| <input type="checkbox"/> Professional Services | <input type="checkbox"/> Professional Services Subcontract |
| <input type="checkbox"/> Standard Services | <input type="checkbox"/> Goods |
| <input type="checkbox"/> Other | |

Business Demographics

A minority- and women- owned business enterprise (M/WBE) is a business owned (51% or greater) by an owner that identifies as Asian-Indian, Asian-Pacific, Black, Hispanic, Native American, and/or female.

Majority owner M/WBE? Yes No

Majority owner female? Yes No

Designated MBE Group (select one - if N/A, please leave blank):

- Asian - Indian
- Asian - Pacific
- Black
- Hispanic
- Native American

City or state certification (select all that apply):

- Minority and Women-owned Business Enterprise (M/WBE)
- Locally Based Enterprise (LBE)
- Emerging Business Enterprise (EBE)
- Service-Disabled Veteran-Owned Small Business (SDVOB)

Certification Number: _____