



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

REQUEST FOR PROPOSALS GOVERNMENT RELATIONS AND LEGISLATIVE AFFAIRS CONSULTANT SERVICES

Release Date: June 2, 2026
Proposal Deadline: June 26, 2026

Contact Information:

MINDEN KOOPMANS
CHIEF OF STAFF
mkoopmans@BNYDC.ORG
929-337-1206

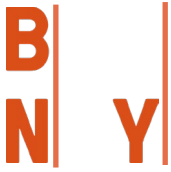
A. EXECUTIVE SUMMARY

The Brooklyn Navy Yard Development Corporation (“BNYDC”) is issuing this Request for Proposals (this “RFP”) to seek proposals (“Proposals”) from entities (“Respondents”) interested in providing the Brooklyn Navy Yard (the “Yard”) with government relations and legislative affairs consulting services (the “Work”) to best meet the needs of BNYDC’s mission, vision, and values. The Scope of Work includes services in the following areas that engage at the local, state, and federal levels: government and legislative affairs, funding and strategic partnerships, community and stakeholder engagement, and messaging and communication coordination, all without influencing legislation.

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
 - Exhibit A – Declaration of Understanding
 - Exhibit B – Confirmation of PASSPort Compliance
 - Exhibit C – Doing Business Data Form
 - Exhibit D – M/WBE Information Form
 - Exhibit E – Form of Contract
 - Exhibit F – Cost Proposal Form

B. PERTINENT DATES



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- I. An optional pre-submission conference will be held virtually from **2:00 – 3:00 PM on Thursday, June 11, 2026**. All Respondents who plan to attend should contact Minden Koopmans via email (mkoopmans@bnydc.org) to provide names of attendees and email addresses so that attendees can receive a Zoom link.
- II. All questions are due no later than **12:00 pm EST on June 12, 2026**.
- III. All responses to questions will be sent by BNYDC no later than **5:00 pm EST on June 18, 2026**.
- IV. All Proposals are due no later than **5:00 pm EST on June 26, 2026**.
- V. BNYDC reserves the right to conduct interviews (if required) on or about **July 7-9, 2026**.
- VI. BNYDC anticipates awarding a Contract on or **about September 16, 2026**.
- VII. BNYDC anticipates the Work will start on or **about September 17, 2026**.

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 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 with 13,000 employees and generates over \$2 billion per year in economic impact for New York City. With a legacy dating back to the early 1800s, the Brooklyn Navy Yard has played a pivotal role in shaping American history, from its origins as a naval shipyard to its transformation into a dynamic industrial park.

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. BNYDC invests in workforce development, including its Employment Center and a growing suite of workforce development training programs launched in recent years to prepare residents for modern manufacturing jobs. The Yard is also home to the Brooklyn STEAM Center, a NYC Public School serving over 600 students. BNYDC is advancing its master plan to develop up to three development sites with new manufacturing buildings to increase the availability of industrial space in NYC.

BNYDC is part of the Deputy Mayor for Economic Justice’s portfolio and regularly engages with City Agencies and Mayoral Offices (e.g., NYC EDC, SBS, DOB, FDNY, DCAS, Office of Talent and Workforce Development), as well as local, state, and federal elected officials. BNYDC seeks to continue strengthening relationships across all levels of government, refine its strategy for understanding community needs (as they align with BNYDC’s mission) and communicating the impact, and identify and pursue state and federal funding opportunities to advance mission-aligned projects.

D. SCOPE OF WORK

The selected government relations and legislative affairs firm(s) will assist BNYDC in achieving the goals as defined above. This work shall be performed in consultation with the President, Chief of Staff, Chief



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Impact Officer, the External Affairs team, and, as needed, the Legal team, and will include but is not limited to the following activities:

Government and Legislative Affairs

- Develop and implement a comprehensive government relations, legislative affairs and community relations plan aimed at sustaining and growing relationships with elected officials, community stakeholders, government agencies, and other partners.
- Provide strategic advice to BNYDC senior leadership on legislative, regulatory, and community affairs matters.
- Advise senior staff on how best to handle and respond to inquiries from elected officials, legislative offices, and community partners and when requested, assist in preparing or delivering responses.
- Develop and execute strategies to advance BNYDC's Master Plan, Jobs of the Future Training Center, and other mission-aligned projects, including guidance on timing, messaging, and engagement sequencing.
- Monitor and analyze policy developments at the city, state, and federal levels, identifying opportunities or risks relevant to BNYDC's operations and strategic priorities.

BNYDC recognizes that the contemplated activities may trigger an obligation for the selected government relations and legislative affairs firm(s) to register as a lobbyist at the city, state, or federal government level. Notwithstanding the foregoing, as a Local Development Corporation established pursuant to the New York State Not-For-Profit-Corporation Law (N-PCL), BNYDC is not authorized to engage in any activities that amount to influencing legislation. Accordingly, the legislative services contemplated under this Request for Proposals shall be limited to advising BNYDC staff and leadership on the contents of legislation pending in the New York City Council, the New York State legislature, the U.S. Congress, or in any other forum, and providing advice on how the legislation may affect BNYDC. The services shall not include, and the selected government relations and legislative affairs firm(s) shall not engage in, on behalf of BNYDC, any activity that involves advocating for or against, or seeking changes to, any legislation.

Funding and Strategic Partnerships

- Advise BNYDC leadership and assist in formulating plans for, and securing funding from, various sources, particularly state and federal government programs, to support key strategic projects.
- Proactively monitor legislative and grant opportunities and provide recommendations for pursuit and advocacy.
- Support the development of briefing materials, proposals, and talking points for meetings with policymakers, agency staff, and potential funding partners, in collaboration with BNYDC staff.

Community and Stakeholder Engagement



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- Assist BNYDC in strengthening relationships with community organizations, residents, and civic partners in the neighborhoods surrounding the Yard.
- Develop strategies to build awareness with community members of the evolving ecosystem of Yard businesses and workforce opportunities, particularly as the nature of manufacturing and industrial activity becomes increasingly high-tech.
- Maintain and update a stakeholder map identifying key government, community, and industry partners, with tailored engagement strategies for each.

Messaging and Communications Coordination

- Advise on messaging and positioning with elected officials, government agencies, and community stakeholders to ensure clarity, consistency, and alignment with BNYDC's mission and values.
- Coordinate with BNYDC public facing staff, public relations firm, and other consultants/vendors as needed to ensure that government, community, and media strategies reinforce one another.

Deliverables and Reporting

- Participate in weekly (or bi-weekly if BNYDC determines that frequency is sufficient) check-in meetings with the External Affairs team and other internal stakeholders to ensure alignment on goals and progress.
- Provide monthly activity recap / status update reports and quarterly narrative reports summarizing activities, outcomes, and recommended next steps.
- Maintain up-to-date engagement tracker documenting key relationships and interactions.
- Present annual strategic updates and recommendations to BNYDC leadership.

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. Each submission must consist of the following:

The Proposal must be submitted by email as a digital PDF and shall include the following information:

1. **Cover Letter** (~1 page): Submit a letter providing:
 - a. An executive summary of the Respondent's understanding of, and proposed approach to, the Scope of Work (as further detailed in Section D above);
 - b. Clearly indicate if your firm is proposing to provide services for a) local and state level engagement and/or b) federal-level engagement.
 - c. The firm's full name and address; and
 - d. The name, address, telephone number, and email address of the person authorized to represent the Respondent in all aspects of contract negotiations.
2. **Previous Experience/Qualifications**: Provide the following:



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- a. A brief summary of the Respondent's background, services, location of your headquarters and the office that will administer the work, with an emphasis on your firm's experience with providing services to clients with similar needs, mission / goals, and stakeholders to BNYDC (~2 pages). Highlight your team's expertise in a) local and state level engagement and/or b) federal-level engagement.
 - b. Three (3) past projects of similar size and scope completed by the Respondent in the past 5 years. For each project, explain the specific services performed and a list of names of the firm's staff assigned to the project (~ 2 pages per project).
 - c. Organizational chart for the firm indicating Project staff members, their level of responsibility, and their skill classification/function on the project (~ 1 page per firm).
 - d. Resumes for key project staff illustrating qualifications and relevant experience (~2 pages per resume).
3. **Proposed Project Approach (~5 pages):** Submit a narrative explaining the Respondent's proposed approach to the Work, including the following:
 - a. Detailed description of the Respondent's approach to the Work that addresses your proposed procedures and methodology.
 - b. Proposed sequencing and schedule for completing this Scope of Work, including samples of comparable deliverables (de-identified is fine).
4. **Cost Proposal: Cost should be set as a monthly rate, inclusive of all services. If there are any limitations to hours, on-site presence, specific activities, etc. firms must provide very clear details of those optional additional services and costs.**
 - a. The Cost Proposal should include a rate card with the names, titles, and approximate years of experience for the proposed personnel for the Project, proposed number of hours for all proposed personnel for an average month to provide all services including in Section D.
 - b. BNYDC will not pay any additional travel expenses. All travel, overhead, or administrative expenses (e.g., photocopying) must be included within the monthly rates and rate card rates.
5. **Forms: In addition to the information described above, Respondent's Proposal must include:**
 - Declaration of Understanding (attached as Exhibit A hereto)
 - Doing Business Data Form (attached as Exhibit C hereto)
 - M/WBE Information Form (attached as Exhibit D hereto)
 - Acknowledged receipt of any Addendum to this RFP by attaching a signed copy of the Addendum to Respondent's Proposal.
 - If a Respondent desires any material or substantive change(s) to the form of Contract (attached as Exhibit E hereto), Respondent must include any such proposed change(s) in its response to this RFP.



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BNYDC reserves the right to require the successful Respondent to provide a completed Confirmation of PASSPort compliance (attached as Exhibit B hereto).

G. PROPOSAL ADMINISTRATION

- Pre-Submission Conference:

An optional pre-submission conference will be held virtually from **2:00 – 3:00 PM on Thursday, June 11, 2026**. All Respondents who plan to attend should contact Minden Koopmans via email (mkoopmans@bnydc.org) to provide names of attendees and email addresses so that attendees can receive a Zoom link.

- Inquiries:

Any questions or explanations desired by Respondents regarding the meaning or interpretation of this RFP must be emailed and received by BNYDC no later than **12:00 pm EST on June 12, 2026**. 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”) **5:00 pm EST on June 18, 2026**. All questions must be directed to:

Minden Koopmans
Chief of Staff
mkoopmans@bnydc.org

- Submission Deadline:

Respondents shall deliver one (1) digital copy of the Proposal via email as one PDF, including any and all attachments, exhibits, or appendices, on or **5:00 pm EST on June 26, 2026** (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 via email to:

Minden Koopmans
Chief of Staff
Brooklyn Navy Yard Development Corporation
141 Flushing Avenue
Building 77, Suite 801
Brooklyn, NY 11205
mkoopmans@bnydc.org

- Addenda:

All responses to questions will be sent via Addendum no later than **5:00 pm EST on June 18, 2026**. 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.

- Interview:



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Interviews may be held with any or all the Respondents after the receipt of proposals. Interviews with BNYDC, if applicable, will be scheduled after BNYDC's initial review of proposals. BNYDC reserves the right to conduct interviews (if required) on or about **July 7-9, 2026**.

H. SELECTION PROCESS

A BNYDC evaluation committee (the "Committee") will perform an evaluation of all Proposals submitted by Respondents. The Committee will review, evaluate, and score each Respondent's Proposal based on the following criteria:

- a) Staff Experience (20%)
- b) Company Qualifications (20%)
- c) Scope Approach (40%)
- d) Cost (20%)

Upon selection, the successful Respondent must execute a Contract for the Work substantially in the form attached hereto as Exhibit E (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 processes, may be incorporated into any final Contract at BNYDC's discretion. The anticipated Contract length is one year with two one-year renewals.

I. MISCELLANEOUS CONDITIONS

- Non-binding Acceptance of Qualifications: This RFP does not commit BNYDC to award a contract for any work or services described herein.
- Incurring Costs: BNYDC is not liable for any costs incurred in the preparation of a response to this RFP.
- Modifications: Respondents may be asked to make such revisions, additions, or deletions to their Proposals as may be required by BNYDC.
- Reserved Rights: All Proposal material submitted becomes the property of BNYDC and BNYDC reserves the right at its sole discretion to:
 - 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;
 - Award a contract to other than the lowest fee Respondent;
 - Waive, modify, or correct any irregularities in Proposals received, after notification to the Respondent;
 - Change the structure of the proposed fee, if such is in the interest of BNYDC;
 - Negotiate the final scope, staff participation, and fee before entering into contract with successful Respondent;



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- Revise the fee as BNYDC may require subsequent to receipt of a competitively bid proposal for the Work;
- Extend the time for submission of all Proposals after notification to all prospective Respondents;
- 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 in a signed contract within a reasonable amount of time from the commencement of negotiations;
- Terminate or modify the RFP process at any time and reissue the RFP;
- Approve or reject any sub-consultants proposed by the Respondent; and
- Request a change of any sub-consultant at any time in the contract process.
- Contractual Requirements:
 - 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 E, except as otherwise provided for in this RFP.
 - 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.
 - Any Respondent awarded a contract as a result of this RFP may be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort").
 - 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 C 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
 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 E, 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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EXHIBIT B
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 the NYC.gov PASSPort website through the link below:
<https://www.nyc.gov/site/mocs/passport/about-passport.page>



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[to attach Confirmation Form of PASSPort Compliance]



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EXHIBIT C
DOING BUSINESS DATA FORM

[see attached]

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

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement 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

(Select One)

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.

- 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

This position does not exist

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

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

This position does not exist

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

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

This position does not exist

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

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 D
NEW VENDOR INFORMATION FORM

[see attached]



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Vendor Information Form

Name:

Company Title:

Company Name:

Company Address:

Federal Tax ID / SSN:

Email:

Telephone:

Business type: Select One

- Individual/Sole Proprietor
- Corporation

- Partnership
- Other

Business category: Select One

- Construction
- Professional Services
- Standard Services
- Other

- Construction Subcontract
- Professional Services Subcontract
- Goods

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:



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EXHIBIT E
[FORM OF CONTRACT]

**CONSULTING AGREEMENT
BETWEEN**

[_____]

AND

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

This **Consulting Agreement** (the "Agreement") is dated as of [_____] , 20__ (the "Effective Date") by and between [_____] , located at [_____] ("Consultant") 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 Consultant to perform certain services described in Exhibit A attached hereto and Consultant 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. Consultant will render to BNYDC the services (the "Services") set forth in Exhibit A. Consultant 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. Consultant's performance under this Agreement shall be judged by standards typical of consultants 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. Consultant, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the Services. Consultant 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 Consultant, 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. Consultant shall receive, as sole compensation for the full and timely performance of all the Services hereunder, the amount set forth in Exhibit B attached hereto, payable at such time(s) and in such manner as set forth in Exhibit B. Such payment shall be

made in accordance with the schedule set forth in 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 Consultant's staff. By virtue of making payments to Consultant, BNYDC shall not be deemed to have released Consultant from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Consultant of the final payment, Consultant 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 Consultant 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. 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 Consultant of any charges or taxes which may hereafter be imposed or levied with respect to this Agreement or the Services described herein.

5. Independent Contractor. This Agreement shall not be construed to make either Consultant or BNYDC an agent of or joint venturer with the other. In addition, it is expressly understood and agreed that Consultant is an independent contractor and not an employee of BNYDC and in no event shall Consultant 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 Consultant 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, Consultant 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 Consultant under this Agreement.

6. Confidential Information. Information disclosed to Consultant prior to and under this Agreement is considered by BNYDC to be secret or proprietary ("Proprietary Information"), and Consultant agrees to maintain the Proprietary Information in confidence. Proprietary Information shall be used by Consultant only in connection with the Services rendered under this Agreement. The provisions of this Paragraph shall survive any termination of this Agreement. Specifically, Consultant 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 Consultant 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. Consultant 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.

7. Work for Hire. Consultant 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, Consultant 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.

8. Consultant Warranties and Representations. Consultant represents and warrants that:

a) Consultant 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. Consultant 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 Consultant is bound, or, to the knowledge of Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over Consultant or any of its activities or properties.

c) Consultant 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) Consultant 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 Consultant, 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.

9. No Political Activity. Consultant 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.

10. Indemnification. To the fullest extent permitted by law, Consultant 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 Consultant, its agents, employees or subcontractors in connection with such contract or because of any negligence or any fault or default of Consultant, its agents, employees or subcontractors. The foregoing indemnification shall survive the termination and/or expiration of this Agreement.

11. 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.

12. Insurance. Consultant shall procure and maintain insurance coverage as set forth in Exhibit C, as may be applicable and as may be required by BNYDC, and shall deliver to BNYDC prior to the Commencement Date certificates of insurance evidencing the coverages indicated therein.

13. Compliance With Law. Consultant will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Consultant 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. Consultant shall regularly examine workplace conditions and use safe and well-maintained tools, equipment and Personal Protective Equipment to ensure conformance with applicable OSHA standards. Consultant 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 but not limited to:

- a) the Whistleblower Protection Expansion Act (Exhibit G) and the Paid Sick Leave Law (Exhibit H);
- b) Minimum Wage. 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 Consultant and any sub-consultant 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.
- c) Executive Order 50 (1980) as amended. Consultant 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.

- d) 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. Consultant must complete a Doing Business Data Form, found in Exhibit E.
- e) 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, Consultant shall complete the Vendor Information Form, in the form attached hereto as Exhibit I.

14. Prohibited Persons. Consultant 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.

15. 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 Consultant and its subcontractors relating to this Agreement.

16. Investigations. Consultant 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.

17. 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 Consultant 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 Consultant'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. Consultant 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, Consultant shall be entitled to receive equitable compensation for the Services that, in the judgment of the President of BNYDC, have been performed by Consultant up to the date of termination, provided that Consultant has surrendered to BNYDC all reports, drawings, plans, studies, tracings,

specifications, documents and materials prepared by Consultant in connection with this Agreement and any other materials related to this Agreement requested by the President of BNYDC. Further, Consultant shall be entitled to receive reimbursement for reasonable costs to wind down the work and bring it to an orderly conclusion. Consultant shall not be entitled to receive compensation for overhead or profit on unperformed services.

(b) Termination Due to Acts of Consultant

If Consultant, 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 Consultant herein shall prove to be untrue or unsupported, or be otherwise breached, or if, in the judgment of BNYDC, the conduct of Consultant 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 Consultant, and thereupon this Agreement shall terminate and all reports, drawings, plans, studies, tracings, specifications, documents and materials prepared by Consultant in connection with this Agreement shall be surrendered and turned over to BNYDC within 10 days after such termination. Consultant shall receive equitable compensation for such Services as shall, in the judgment of the President, have been satisfactorily performed by Consultant 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 consultant. Consultant shall pay to BNYDC the excess, if any, of such expenses plus payments made to Consultant 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 Consultant from any liability to BNYDC.

18. Assignment. Consultant 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 Consultant uses a subcontractor, Consultant 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.

19. Notices. All notices hereunder shall be in writing, and delivered (i) personally, (ii) by certified or registered mail, or (iii) by an overnight courier service of recognized reputation. Notices delivered by hand delivery shall be deemed received on the date 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, with a copy Attn: [_____]

To CONSULTANT: [_____] [_____] [_____] [Attn: _____]

20. 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.

21. 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) Execution. Any facsimile or electronic transmittal of original signature versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same 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: _____