



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

REQUEST FOR PROPOSALS ON-CALL GRAPHIC DESIGN SERVICES

Release Date: September 18, 2026

Proposal Deadline: October 14 2026

Contact Information:

Abby Rand

Senior Director of Marketing

marketing@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 providing the Brooklyn Navy Yard (the “Yard”) with design consulting services (the “Work”) to best meet the needs of BNYDC’s mission, vision, and values.

The Scope of Work includes services to conceptualize, design, and produce a wide range of marketing and communications materials for various projects and ad hoc requests from several BNYDC departments across print and digital platforms, ranging from social media graphics and brochures to physical signage and corporate reports. The selected Respondent (the “Designer”) will also create compelling visuals to strengthen the individual and collective identity of three annual tentpole events.

Locally Based Enterprises (“LBEs”) and Minority and Women-owned Businesses (“M/WBEs”) are encouraged to respond to this RFP. Any Respondent must identify in its proposal whether it is an LBE or M/WBE.

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 – Vendor Information Form
 - Exhibit E – Form of Contract

B. PERTINENT DATES

- I. All questions are due no later than **12:00 pm EST on September 25, 2026.**



- II. All responses to questions will be sent via Addendum no later than **5:00 pm EST on October 2, 2026.**
- III. All Proposals are due no later than **5:00 pm EST on October 14, 2026.**
- IV. BNYDC reserves the right to conduct interviews (if required) on or about **October 20, 2026.**
- V. BNYDC anticipates awarding a Contract on or about **October 28, 2026.**
- VI. BNYDC anticipates the Work will start on or about **October 29, 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”). Spanning more than 300 acres along Brooklyn’s waterfront, the Brooklyn Navy Yard is now home to over 550 businesses supporting more than 13,000 jobs and generating more than \$2.5 billion in annual economic impact. 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 serves as landlord to its tenants, providing property management services and leading major capital improvement projects, hosts events, develops partnerships, and offers workforce development services, including its Employment Center and a growing suite of workforce development training programs launched in recent years to prepare residents for modern manufacturing jobs.

BNYDC’s Marketing Team is responsible for stewarding the organization’s brand and communicating its mission, programs, events, and impact to a diverse range of audiences, including tenants, community members, workforce participants, industry partners, and public stakeholders. The team develops visual communications across a variety of platforms and formats, maintains organizational and programmatic brand standards, and partners with internal departments to create engaging materials that support organizational goals and audience engagement.

D. SCOPE OF WORK

The Designer will provide on-call graphic design services for BNYDC at a contracted, all-inclusive, hourly rate up to a maximum contracted cap of billable hours. Work will be assigned as individual projects, with each project (and potentially sub-tasks within each project) having its own cap of billable hours, which BNYDC will set. If the Designer completes a project in less hours than allocated by the set cap, BNYDC will work with the Designer to identify any other projects and/or sub-tasks where those hours may be applied.

All Work will be completed in collaboration with the BNYDC Marketing Team with oversight from the Marketing Director. The Designer will work with the team to conceptualize design and produce a wide range of marketing and communications materials across print and digital platforms.



The Work includes the following activities and services which BNYDC will assign on an as-needed basis:

- Become familiar with and adhere to BNYDC's existing brand guidelines, standards, and visual identity system.
 - Develop and maintain the visual identity, creative direction, and supporting collateral for BNYDC's three annual tentpole events:
 - Spring Open House
 - Fall Open House
 - Wallabout Wonderland Holiday Market
 - Create and adapt event-specific visual assets, including but not limited to: digital advertisements, social media graphics, signage, promotional materials, email graphics, and other marketing collateral.
 - Ensure consistent application of BNY branding across all audience touchpoints and communication channels.
 - Provide ongoing graphic design support for ad hoc marketing and communications requests from BNYDC departments, including Events, Programming, Leasing, Workforce Development, and other teams, as needed.
- The Work is subject to the following project workflow and timelines:
 - Work with a maximum 2-week turnaround per project, with occasional 24 – 48-hour turnarounds for smaller projects and quick fixes.
 - Prepare production-ready files and coordinate with BNYDC to obtain feedback and revisions to ensure timely delivery of final assets to BNYDC's satisfaction.
 - Incorporate at least 1 – 2 rounds of BNYDC feedback and revisions to each deliverable as necessary and manage document version control throughout the design process.
 - Participate in regular check-ins with the Marketing Director to review priorities, timelines, and project progress.
 - Submit monthly activity reports summarizing:
 - Projects completed during the monthly reporting period;
 - Ongoing projects and status;
 - The approved hourly work cap for each project and/or specific sub-task;
 - Hours worked on each project and specific sub-tasks, as applicable; and
 - Remaining available hours until the maximum cap of hours for the contract term is reached.

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

1. **Cover Letter** (~1 page): Submit a letter providing:



- a. The name, address, telephone number, and email address of the person authorized to represent the Respondent in all aspects of contract negotiations.
 - b. An executive summary of the Respondent's background, with an emphasis on experience providing services to clients with similar needs, missions / goals, and stakeholders to those of BNYDC.
2. **Previous Experience/Qualifications:** Provide the following:
 - a. Resume illustrating qualifications and relevant experience (~1 – 2 pages).
 - b. Link to website/portfolio.
 - c. 2 – 3 projects completed by the Respondent in the past [3-5] years where they executed a design or visual identity that was translated across multiple touchpoints. For each project, explain the specific services performed (~ 1 – 2 pages per project).
 - d. 2 – 3 professional references from organizations comparable to BNYDC.
3. **Cost Proposal:** Respondents shall provide one hourly billing rate for the services described in the Scope of Work, taking into account the contemplated project workflow and timelines. The proposed rate must be inclusive of all costs associated with performing the work. The initial six-month contract shall be limited to a maximum cap of no more than 400 hours of work, not to cumulatively exceed **\$25,000**. BNYDC shall have an option to extend the contract for an additional six-month term, for a total contract value not exceeding \$50,000. Respondents should note that work will be assigned on an as-needed basis, with hours varying based on organizational priorities and project demands.
 - a. BNYDC will not pay any additional expenses. All expenses, including but not limited to travel, overhead, and administrative expenses (e.g., photocopying) must be included in all rates provided.
4. **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)
 - Vendor 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.

BNYDC reserves the right to require the successful Respondent to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort") and provide a completed Confirmation of PASSPort Compliance (attached as Exhibit B hereto).

F. PROPOSAL ADMINISTRATION

- 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 September 25, 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”) by **5:00 pm EST on October 2, 2026**. All questions must be directed to:

Abby Rand
Senior Director of Marketing
marketing@bnydc.org

▪ Submission Deadline:

Respondents shall deliver one (1) digital copy of the Proposal via email as one PDF file, including any and all attachments, exhibits, or appendices, on or before **5:00 pm EST on October 14, 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:

Abby Rand
Senior Director of Marketing
Brooklyn Navy Yard Development Corporation
141 Flushing Avenue
Building 77, Suite 801
Brooklyn, NY 11205
Marketing@bnydc.org

▪ Addenda:

All responses to questions will be sent via Addendum no later than **5:00 pm EST on September 25, 2026**. Receipt of an Addendum to this RFP must be acknowledged by attaching a signed copy of the Addendum to the Proposal. Any Addenda shall become a part of the requirements for this RFP.

▪ Interview:

BNYDC reserves the right to conduct interviews with any or all Respondents after BNYDC’s initial review of proposals. Interviews (if required) will be conducted on or about **October 20, 2026**.

G. SELECTION PROCESS

A BNYDC evaluation committee (the “Committee”) will review, evaluate, and score each complete Proposal received by the Proposal Deadline based on the following criteria:

- a) Staff Experience (30%)
- b) Quality of Work (40%)
- c) Cost (30%)



BNYDC may at its discretion conduct interviews with any or all Respondents. If held, these interviews may additionally be factored into the above referenced scoring.

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 RFP process, may be incorporated into the final Contract at BNYDC's discretion.

The initial anticipated Contract length is six months. BNYDC shall have an option to renew the Contract for an additional six-month term.

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 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 E, 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 may be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort").
- 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 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

By signing in the space provided below, the undersigned certifies that the Respondent (i) has read and understands the scope and requirements of this Project, as described in the RFP and all attachments; (ii) has the capacity to execute this Project, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard Contract, attached hereto as Exhibit H, 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)

EXHIBIT B
CONFIRMATION OF PASSPORT COMPLIANCE

CONFIRMATION OF PASSPORT COMPLIANCE

If requested by BNYDC, 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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CONFIRMATION OF PASSPORT COMPLIANCE

The Proposer shall submit this Confirmation of PASSPort Compliance

Name of Proposer: _____

Proposer's Address: _____

Proposer's Telephone Number: _____

Proposer's Fax Number: _____

Date of Proposal Submission: _____

Project ID: _____

PASSPORT Compliance: To demonstrate compliance with PASSPort requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

(1) **Submission of Questionnaires to MOCS:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted PASSPort Questionnaires to the PASSPort website thru the link below: <http://www1.nyc.gov/site/passport/index.page>.

Date of Submission: _____

By: _____

(Signature of Partner or corporate officer)

Print Name: _____

(2) **Submission of Certification of No Change to BNYDC:** By signing in the space provided below, the Proposer certifies that they have read the instructions on the Passport website.

By: _____

(Signature of Partner or corporate officer)

Print Name: _____

EXHIBIT C
DOING BUSINESS DATA FORM

[see attached]

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)

Transaction Type (check one)

☐ Acquisition (ACQ) ☐ Disposition (DIS) ☐ Leasing to City (LES) ☐ Leasing From City (LOR)

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 _____

EXHIBIT D
VENDOR INFORMATION FORM

[see attached]



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 provide 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 return it alongside your vendor information forms.

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 and 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,

A handwritten signature in blue ink, appearing to read 'Brian Linett', with a long horizontal flourish extending to the right.

Brian Linett

Sr. Vice President & Controller



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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:

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: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PAYMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

The following is minimum acceptable insurance coverage requirements for Consulting 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 Consultant or sub-contractor, Third Party over type actions, construction operations, and construction activity.

The insurance procured by the Consultant 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. Where applicable, 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 Consultant work, completed operations, or transportation whether work performed by or on behalf of Consultant.
- 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 Consultant 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 Consultant 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 Consultant 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 Consultant, and Consultant 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: Consultant; or BNYDC; or The City; or Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Consultant 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 Consultant without prior written consent of BNYDC;

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

G. Violation of any of the terms of any other policy issued by the Insurer to Consultant or a subcontractor of Consultant 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 “Contractor” means Consultant and 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 or 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 PERSONS DEFINITION

A. Consultant 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

(i) 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. Consultant 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 ACT

(Note: For purposes of this rider, the “Contractor” means Consultant.)

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

(Note: For purposes of this rider, the “Contractor” means Consultant.)

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 PSLL (“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 PSLI 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 PSLI. 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 PSLI 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 PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. 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 PSLI 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 PSLI.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLI, 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 PSLI 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 PSLI 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 PSLI 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 PSLI 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 PSLI 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

- ☐ 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: