Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

BROOKLYN NAVY YARD DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

FOR OUTSIDE COUNSEL SERVICES WITH RESPECT TO

LANDLORD/TENANT MATTERS

RFP Issuance Date:	**October 28, 2026**
Questions Due:	**November 6, 2026 by 5:00 P.M.**
Submission Deadline:	**November 18, 2026, by 5:00 P.M.**

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To Potential Responders:

The Brooklyn Navy Yard Development Corporation ("BNYDC") is issuing this Request for Proposals ("RFP") to invite law firms ("Responders") to submit proposals ("Proposals") for the provision of legal services with respect to landlord / tenant matters (the "Legal Services"). BNYDC intends to select one or more Responders from this RFP process to provide the Legal Services.

This RFP provides information about BNYDC, describes the need for the Legal Services, and sets forth the terms and conditions under which BNYDC anticipates conducting this RFP, including the criteria to be used in the selection of winning Responders.

I. Background

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

II. SCOPE OF SERVICES.

Selected Responder(s), if any, will perform, without limitation, the following legal services for BNYDC, as and when requested by BNYDC:

A. LANDLORD / TENANT COUNSEL SERVICES

(1) Review BNYDC lease and license template forms, particularly default and remedy sections;
(2) Meet with and advise BNYDC in-house counsel staff as to any suggested changes or modifications to template forms;
(3) Represent BNYDC, in its capacity as landlord, in summary proceedings in New York City courts under the NYS Real Property Actions and Proceedings Law to enforce leasehold remedies and regain possession of tenant spaces;
(4) Represent and advise BNYDC in other related actions that may be instituted in connection with summary proceedings; such actions may include appeals, Tenant actions brought in the New York Supreme Court, and actions against guarantors;

(5) Provide advice to BNYDC staff as to any legal requirements applicable to landlord / tenant interactions and activities in anticipation of, and during the course of summary proceedings;

(6) Representation of BNYDC shall include all aspects of such cases from the preparation and service of rent demands and other predicate notices through judgments and the issuances of warrants of eviction; and

(7) Representation will also include the preparation and filing of stipulations settling cases when applicable.

B. GENERAL SERVICE REQUREMENTS

(1) BNYDC would require attorneys to be available for telephonic conferences and in-person meetings with BNYDC attorneys and other BNYDC staff members, as requested by BNYDC; and

(2) Counsel may be required to advise on ancillary or related legal matters, as may be requested from time to time, by BNYDC attorneys.

III. SCHEDULE.

BNYDC anticipates that the Legal Services will begin promptly upon the retention of counsel.

IV. RETAINER AGREEMENT/SPECIFIC LEGAL REQUIREMENTS.

If a Responder is selected pursuant to this RFP, the award will be conditioned upon the selected Responder entering into a written retainer agreement with BNYDC, specifying the Legal Services to be performed. The retainer agreement, which will be substantially in the form attached hereto as Exhibit D, will also include the following required provisions:

(1) The selected law firm, while acting as outside counsel for BNYDC, will not represent, without the prior written approval of BNYDC, any other person or entity to the extent such representation creates an actual or potential conflict of interest, or act in any other capacity in connection with such other actual or potentially conflicting representations or matters.

(2) BNYDC may cancel the retainer agreement at any time upon 30 days' written notice to the firm in question.

(3) The selected law firm shall make a general statement that their hiring and other employee practices are non-discriminatory and otherwise in accordance with the law.

(4) The selected law firm 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 A.

(5) The selected law firm shall comply with Local Law 34 of 2007 (as it may be amended or superseded), with respect to campaign finance matters, as codified in Sections 3-702 and 3-703 of the Administrative Code of the City of New York. (See Section VI f(i), below).

Unless a specific exception is noted, submission of a Proposal in response to this RFP will constitute agreement on the part of the Responder that the above items will be incorporated into any resulting retainer agreement with that firm. If a Respondent desires any material or substantive change(s) to the form of retainer agreement, please include any such proposed change(s) in your response to this RFP.

V. PROPOSAL ADMINISTRATION.

A. Indications of Interest:

Potential Respondents interested in responding to this RFP shall send an email indicating such interest to BNYDC to legalservicesrfp@bnydc.org on or before **5:00 pm on November 6, 2026**. Any addenda, responses to questions, or other written information or clarifications sent by BNYDC after November 6 will only be sent via email to those entities that expressed interest in responding to this RFP under this Section.

Emailing an indication of interest in accordance with this Section is required. Nevertheless, BNYDC may elect, in its sole discretion, to consider any indications of interest from Respondents received after that date and time.

B. Inquiries:

Any questions or explanation desired by the Respondents regarding the meaning or interpretation of this RFP must be emailed and received by BNYDC **no later than 5:00 PM on November 6, 2026**. BNYDC will evaluate the need to respond to inquiries. No verbal responses will be provided, and any answers or information to be given to a prospective Respondent will be furnished to all prospective Respondents as an addendum to the RFP (an "Addendum"). All questions must be directed in writing via email to: legalservicesrfp@bnydc.org

C. Submission Deadline:

On the submission date, Respondents shall email a digital copy of the Proposal via email as one PDF file, including any attachments, exhibits, or appendices. Proposals shall be submitted to:

legalservicesrfp@bnydc.org. The Proposal must be received on or before **5:00 PM on November 18, 2026**. Any Proposal received after the deadline may be considered for evaluation solely at the discretion of BNYDC.

D. Addenda:

Receipt of any addenda to this RFP must be acknowledged by attaching a signed copy of the addendum to the Proposal. Any addenda shall become part of the requirements of this RFP.

E. Interview:

Interviews may be held with any or all of the Respondents after the receipt of proposals. Interviews with BNYDC, if applicable, will be scheduled after BNYDC's initial review of proposals, and are entirely at BNYDC's discretion. It is presently anticipated that any such interviews would be held remotely or in-person during the week(s) beginning **November 23, 2026 and/or November 30, 2026**. Interviews will not be scheduled during the Thanksgiving holiday (November 25-27, 2026).

VI. PROPOSAL CONTENTS

To be responsive to this RFP, Proposals should be typed in clear black ink and submitted electronically as a single PDF document, that contains the information below in the order in which it is listed here. Use the section headings described below to facilitate a fair and consistent review of a Proposal. All pages should be numbered consecutively.

All copies of the Proposal must be clear and legible. Each Proposal will be judged on content and not length. Concise and clear responses that cover all requested information are recommended. Responders should summarize key information or points they wish to make for each question at the beginning of their answers.

Responders may choose to supplement their responses to particular questions by making reference to appendices containing supporting schedules or exhibits.

A. Name, Address, etc.

The Proposal should set forth the full name, business address and telephone number, and e-mail address of the point of contact for the Responder.

B. Description of Organization

The Proposal should contain a description of the Responder's firm, including a history of the organization (when, where and how formed); size of the firm; the number of partners,

associates, paralegals and other staff; a description of how the Responder is organized (e.g., by department, by practicing group, etc.); where the firm is based, whether it has an office in

New York state, and the size of the New York office(s); and the firm's resources for handling the practice area described herein. The Proposal should also contain a description of the Responder's equal employment opportunity policy and program, if any.

C. **Qualification Statement**

(1) The Proposal should demonstrate that the Responder possesses the following qualifications, which will be required of any firm to whom an award is made:

(a) Extensive experience in providing landlord/tenant counsel services; experience in providing such services for (i) campus like facilities containing multiple buildings, or (ii) public, quasi-public or not-for-profit corporations will be favorably looked upon.

(b) Familiarity with all applicable federal, state, and local legal requirements.

(c) Extensive experience with all types of landlord / tenant law litigation matters in New York City courts, specifically including commercial landlord / tenant matters and representation of landlords.

(2) As a means of demonstrating these qualifications, the Proposal should include, at a minimum, the following information:

(a) A description of similar Legal Services performed for other clients, including providing the name of the client, the name and telephone number of a contact person for the client, a detailed project description and a list of the persons at the Responder's firm directly involved and their roles. To the extent that the Responder has any confidentiality concerns, please provide as much information as possible in your Proposal. Please note that BNYDC may choose to speak to any, all, or none of the persons whose names and numbers have been provided.

(b) A description of any Legal Services recently performed for (i) campus like facilities containing multiple buildings, or (ii) public, quasi-public or not-for-profit corporations, if applicable.

(c) A description of Legal Services recently performed (i) for landlords, and (ii) in commercial landlord / tenant matters, highlighting work on behalf of commercial landlords in particular.

(d) A complete listing of all attorneys who would be involved in rendering the Legal Services being hereby requested by BNYDC, together with an indication of their titles and responsibilities, a description of their qualifications and past relevant experience and an estimate of the availability of each of these individuals to provide the Legal Services requested herein. The Proposal should include a resume and/or detailed statement of professional experience for each such person, including a statement of educational background. The Proposal should also identify the name and provide contact information of the attorney who will be BNYDC's primary contact concerning the Legal Services.

D. **Fees and Charges**

The Proposal should set forth the Responder's fee schedule and other expenses and/or charges. The Proposal should state the structure and amount, or basis for calculation, of the Responder firm's proposed fees and expenses for (i) partners, associates, paralegals, and other support staff, and (ii) other administrative, disbursement or overhead charges, if applicable. Include, if applicable, a description of how such fees and expenses might vary. Invoices for such fees and expenses must provide sufficient detail and be in a format acceptable to BNYDC.

Please be advised that the hourly rates that BNYDC will pay for outside legal services (the "Approved Rates") must be approved by New York City's Law Department (the "Law Department").

E. **Pending Legal Matters/Conflicts of Interest**

(1) The Proposal should identify any legal proceedings pending to which the Responder is a party, and any such proceeding known to be contemplated by government authorities or private parties involving the Responder.

(2) The Proposal must disclose any civil or criminal actions, suits, proceedings, arbitrations or investigations of, against or involving the Responder and/or its members or employees (in their capacities as members or employees) occurring over the past five years or, to knowledge, threatened, by or before any bar association, governmental or non-governmental authority or agency

(including, without limitation, any court, regulatory agency, or relevant arbitral body).

(3) The Proposal must also disclose any actual or potential conflicts of interest the Responder would have as a result of its association with, or representation of, BNYDC, the City or any City agency. In this regard, please provide the names of any parties that the Responder reasonably thinks may respond to the request for proposals for the Legal Services and that the Responder has represented and/or currently represents.

(4) The selected firm and all of such firm's partners that will be performing the Services under the retainer contract will have to clear a background investigation check system. Upon request by BNYDC, a Responder will supply information requested PASSPort clearance forms. Failure to supply information or failure to supply it in a timely manner will eliminate a Responder from any further consideration. Derogatory or problematic results arising from the PASSPort check will also eliminate a Responder from any further consideration.

F. **Completed Forms and Acknowledgments**: Responders shall attach the following:

(1) ***Local Law 34 – Exhibit B*:** All entities doing or seeking to do business with the City, 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. Responders must complete a Doing Business Data Form, found in Exhibit B**.**

(2) ***MWBE Vendor Form – Exhibit C*:** All entities engaged to provide services to BNYDC are required to complete the MWBE Vendor Form attached to this RFP as Exhibit C. As such, we ask that all Responders include in their Proposals a completed MWBE Vendor Form.

(3) ***Retainer Agreement – Exhibit D*:** If a Responder desires any material or substantive change(s) to the form of Retainer Agreement (attached as Exhibit D hereto), please include any such proposed change(s) in your response to this RFP. Please note that requesting significant or material changes to the Retainer Agreement is a factor which will be considered in determining a successful Respondent to this RFP.

VII. PROPOSAL SUBMISSION: EVALUATION AND SELECTION PROCESS.

A. Proposal Submission

All Proposals must be submitted in accordance with the following procedure:

(1) The Proposal should not exceed twenty (20) pages.

(2) The Proposal must be emailed to legaservicesrfp@bnydc.org, on or before the same time and date specified below:

Date Due: **November 18, 2026**
Time Due: **5:00 P.M.**

(3) The Proposal must be signed by a partner or other principal of the Responder, and must contain the name, title, address, telephone number, facsimile number and e-mail address of an individual with authority to contractually bind the Responder, and who may be contacted during the period of the Proposal evaluation.

Proposals that are not timely received in accordance with the above-listed requirements may be rejected by BNYDC in BNYDC's sole discretion. Proposals received by facsimile transmission or by regular mail or by any delivery method other than as indicated above shall not be accepted.

B. Proposal Evaluation

A selection committee will be established to evaluate the Proposals. BNYDC may select one or more winning Responders to perform Legal Services pursuant to this RFP, or as provided in Article VIII hereof, not select any winning Responders.

BNYDC will employ the following criteria to evaluate the Proposals received. The order of appearance of the following is not to be construed to confer any priority on any particular criterion:

(1) Prior experience in performing Legal Services of the type contemplated by the RFP;

(2) Prior experience in performing Legal Services for (i) campus like facilities with multiple buildings, and /or (ii) governmental, quasi-governmental or not-for-profit entities;

(3) Responder's Fee Schedule and other expenses/charges;

(4) Responders' overall expertise and organizational strength, including availability of staff to perform the Services;

(5) Quality of legal reputation, generally and specifically with respect to the area of law that is relevant to this RFP, and quality of references of Responder;

(6) Evaluation of such other information concerning the Responder as may be disclosed in its Proposal or otherwise available to BNYDC.

It is expected that BNYDC will interview selected Responders, in addition to reviewing the Proposals submitted by them. BNYDC may, in its sole discretion, limit interviews to any number of Responders it selects. BNYDC may, in its sole discretion, request clarification or supplemental information after the submission due date. BNYDC also may, in its sole discretion, request a final and best offer before the final selection of a Responder, if any, is made.

C. **Responder Selections**

Upon the conclusion of the evaluation process, and subject to the provisions of Article VIII below, BNYDC presently intends to select one or more winning Responder(s) and bring contracts with such winning Responder(s) for authorization to BNYDC's Board of Directors in December 2026.

VIII. MISCELLANEOUS CONDITIONS.

A. Any retainer agreement awarded pursuant to this RFP must be satisfactory in form and substance to BNYDC. Without limiting the foregoing, it is expressly understood and agreed that the issuance of this RFP, and/or the submission of a Proposal in response thereto, and/or acceptance of a Proposal pending finalization and execution of a retainer agreement shall not be deemed to create any liability on the part of BNYDC.

B. BNYDC reserves the right: (1) to amend, modify or withdraw this RFP; (2) alter or extend the time for submission of all Proposals after notification to all prospective Responders; (3) to waive any requirements of this RFP; (4) to require supplemental statements and information from any of the Responders; (5) to select a Responder, multiple Responders, or no Responder; (6) to select a Responder and procure services from same without awarding a retainer agreement or agreements; (7) to award a retainer agreement to a Responder as it may select, or to no Responder at

all; (8) to award a retainer agreement to a firm other than the lowest fee Responder; (9) to select and/or award a retainer agreement to firms that have not responded to this RFP; (10) to accept or reject any or all Proposals; (11) to negotiate or hold discussions with any Responder or with entities who have not responded to this RFP; (12) to revise the fee and/or scope, accordingly, as BNYDC may require subsequent to receipt of competitively priced proposals; (13) to correct deficient Proposals which do not completely conform with this RFP; (14) to waive, modify or correct any irregularities in Proposals received, after notification to Responder; (15) to terminate negotiations with a selected Responder and select the next most responsive Responder, or take such other action as deemed appropriate if negotiations fail to result in a signed retainer within a reasonable amount of time from the commencement of negotiations; (16) to issue a separate RFP for legal services at any time, even if such services may be within the scope of this RFP; (17) to approve or reject any subconsultants or subcontractors proposed by the Responder or request a change of any subconsultant or subcontractor at any time in the contract process; (18) and to cancel this RFP, in whole or in part, if BNYDC deems it in its best interest to do so. BNYDC may exercise any of these rights at any time, without notice and without liability to any Responder or other parties for their expenses incurred in the preparation of a Proposal or otherwise. The Proposals will be prepared at the sole cost and expense of the Responders, and BNYDC shall have no liability therefor.

C. This RFP does not commit BNYDC to procure the Legal Services described herein. In the event BNYDC does procure Legal Services from a firm selected pursuant to this RFP, and, regardless of whether or not a retainer agreement or agreements is entered into with such selected firm, BNYDC may engage other firms for particular Legal Services if BNYDC, in its sole discretion, determines that such legal services would best serve the interest of the City or BNYDC if handled by a firm other than the firm selected pursuant to this RFP.

D. The City of New York shall not be deemed to be a party to this RFP, nor shall it be deemed to have made any representation hereunder or to have covenanted to perform any obligation.

E. Neither BNYDC nor the City of New York shall be liable for any cost incurred by Responders in the preparation of their Proposals relating to this RFP, or for any other work or services that they may have performed or caused to be performed in connection therewith.

F. BNYDC shall not be under any obligation to make any response, whether by way of acceptance or rejection, to any Proposal submitted pursuant to this RFP.

G. Law firms that have been certified with the New York City Department of Small Business Services as Minority and Women Owned Business Enterprises ("M/WBE") are strongly encouraged to apply. To find out more about M/WBE certification, please visit www.nyc.gov/getcertified.

H. News Releases. Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from BNYDC. To the extent any news or press releases pertaining to this RFP are permitted, they must be made in coordination with BNYDC.

I. Applicable Law. This RFP and any retainer, contract, subcontract or any other agreement resulting herefrom are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, New York State and New York City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

WE APPRECIATE YOUR INTEREST IN THIS RFP AND LOOK FORWARD TO RECEIVING YOUR PROPOSAL.

EXHIBIT A

E.O. 50 SUPPLY & SERVICE RIDER

(Note: For purposes of this rider, the "Contractor" means _____ [law firm] and the "Department" or "City" means Brooklyn Navy Yard Development Corporation.)

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(2) will not discriminate in the selection of subcontractors on the basis of the owner's partners' or shareholders' race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation, or citizenship status;

(3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it is an equal employment opportunity employer;

(4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal opportunity commitments under E.O. 50 (§ 10-14) and the rules and regulations promulgated thereunder;

(5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("Division"). Copies of all required reports are available upon request from the contracting agency; and

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

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division,

the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

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

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

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

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

EXHIBIT B

DOING BUSINESS DATA FORM

(see attached)

NYC Mayor's Office of Contract Services

Doing Business Data Form

To be completed by the City agency prior to distribution Agency_____ Transaction ID_____

Check One

☐ Proposal ☐ Award

Transaction Type (check one)

☐ 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 enitity. 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 Doing Business Accountability at DoingBusiness@mocs.nyc.gov or 212-298-0600 with any questions regarding this Data Form. Thank you for your cooperation.

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

Entity Information

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 ☐ 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 _____

EXHIBIT C
MWBE INFORMATION FORM

(see attached)

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:

EXHIBIT D

FORM OF RETAINER AGREEMENT

_____ __, 20__

RE: LEGAL RETAINER FOR OUTSIDE COUNSEL FOR LANDLORD/TENANT MATTERS

Dear _____:

This will confirm the retention of your firm, _____, as special counsel, effective as of _____ to the Brooklyn Navy Yard Development Corporation ("BNYDC"), a not-for-profit local development corporation organized under the New York Not-for-Profit Corporation Law of the State of New York, which operates and maintains the Brooklyn Navy Yard on behalf of and pursuant to, a contract with The City of New York ("City").

_____ has been retained to provide certain _____ and other legal services as may be requested by BNYDC and agreed upon by _____, both on as needed basis (the "Services").

You, and appropriate partners, associates and paraprofessionals of your firm, shall work under the direction of the General Counsel of BNYDC, or such BNYDC representatives as he shall designate, and in cooperation with BNYDC staff and attorneys from the City's Law Department.

_____ will be paid by BNYDC for Services rendered on behalf of BNYDC in accordance with _____'s usual and ordinary time charges for the particular persons acting under this agreement up to an aggregate not-to-exceed amount of _____ ($_____) but at hourly rates that do not exceed:

$ ____ for partners,
$ ____ for associates with at least six years' experience,
$ ____ for associates with two to five years' experience, and
$ ___ for associates with one to two years' experience and for a paraprofessional's or legal assistant's (collectively the "Fee Schedule").

Your firm will also be entitled to reimbursement for actual, reasonable, and necessary out-of-pocket expenses that are not included in your firm's hourly rates. Such expenses shall be reimbursed only at cost, without mark-up, and shall not include ordinary secretarial, word processing or stenographic services (reimbursement(s) to your firm for these expenses shall be referred to as "Disbursements").

All hourly fee charges, flat fees, and reimbursable expenses are subject to audit by BNYDC, the City's Department of Small Business Services and the City Comptroller, or successor entities, in accordance with applicable law and procedures.

You may bill BNYDC on a monthly basis. Your bills must contain an itemized statement of time and rate for each lawyer and, if applicable, paraprofessional, and must be accompanied by a computer print-out or other detail back-up for Disbursements.

You shall promptly inform BNYDC at such time as the total outstanding billable amount exceeds an aggregate of _____ Dollars ($), whether or not bills have yet been submitted that total such amount.

The majority of your law firm's attorneys responsible for providing services to BNYDC will practice primarily from and within New York City.

This agreement is terminable by any party, upon 30 days' prior written notice to the other parties.

Your firm is required to 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.

In the event of any dispute regarding your fees or Services, you have advised us that BNYDC has the right to request arbitration under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System.

If the foregoing is acceptable to you, please so indicate by signing the enclosed copies of this letter and returning them to BNYDC at the address set forth below to my attention.

Very sincerely yours,

BROOLYN NAVY YARD DEVELOPMENT
CORPORATION

By:_____
Name: Paul Kelly
Title: General Counsel & Executive Vice President

ACCEPTED:

By: _____
Name: _____