



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

REQUEST FOR PROPOSALS FOR PRE-QUALIFIED ELECTRICAL, PLUMBING WINDOWS, DOORS, HVAC, AND TRASH REMOVAL SERVICES

On-Call Repair and Maintenance Services – **REVISED 6/5/2024**

Contact Information:

Minden Koopmans
Chief of Staff

mkoopmans@bnydc.org

929-337-1206

A. EXECUTIVE SUMMARY

The Brooklyn Navy Yard Development Corporation (“BNYDC”) is issuing this Request for Proposals (this “RFP”) to seek proposals (“Proposals”) from entities (“Respondents”) interested in performing on-call, Yard-wide repair and maintenance services for the following categories of services (the “Services” or “Service Areas”):

1. Electrical
2. Plumbing
3. Windows
4. Doors
5. HVAC
6. Trash Removal

The Services are described in more detail in Section D below. Respondents may submit a proposal for one or more Service Areas. Respondents should note and illustrate the Service Areas for which they are submitting in their proposals, as well as their general approach to providing those Services.

This RFP does not apply to an immediate scope of work. This solicitation will permit BNYDC to create pre-qualified contractor lists for each Service Area (“Pre-Qualified Lists”), from which future, discrete scopes of work will be solicited and awarded. The contractors on the Pre-Qualified Lists will receive on-call contracts from BNYDC (the “On-Call Contracts”). It is anticipated that the term for each of the On-Call Contracts will be three (3) years with two (2) 1-year extension options, at BNYDC’s option, up to a total contract term of five (5) years. Depending on the Proposals received, BNYDC anticipates awarding between five to ten On-Call Contracts per Service Area.



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As the need for particular scopes of work arise, BNYDC will reach out to one or more contractors from the applicable Pre-Qualified Lists with a description of the services needed and ask such contractors to provide a price quote, a timeline to provide such services and such other information as may be requested by BNYDC. BNYDC will award work assignments pursuant to Task Orders.

Locally Based Enterprises (“LBEs”) and Minority and Women-owned Businesses (“M/WBEs”) are encouraged to respond to this RFP. BNYDC prefers Services be performed directly by Respondents; however, if a Respondent requires the use of sub-contractors or sub-consultants to perform a particular scope of work, BNYDC encourages outreach and use of M/WBE sub-contractors or subconsultants where possible to perform such work. If a Respondent plans to use a sub-contractor or sub-consultant to provide any Service, it must disclose this in their proposal and identify in its proposal whether it or, if applicable, any of its proposed sub-contractors or sub-consultants are LBEs or M/WBEs. The use of any subcontractors or consultants on a particular work assignment shall also require BNYDC approval.

This RFP contains the following:

- A. Executive Summary
- B. Pertinent Dates
- C. BNYDC Background
- D. Scope of Services
- E. Proposal Submission Requirements
- F. Proposal Administration
- G. Selection Process
- H. Miscellaneous Conditions
- I. Exhibits
 - a. Exhibit A - Declaration of Understanding
 - b. Exhibit B – PASSPort Form
 - c. Exhibit C - Doing Business Data Form
 - d. Exhibit D - M/WBE Information Form
 - e. Exhibit E - Form of Contract
 - f. Exhibit F - Cost Proposal

B. PERTINENT DATES

1. An **optional** pre-submission conference will be held at **10am** on **June 26 2024**.
 - a. The conference will 1-hour and held in-person and via webinar. In-person attendance is encouraged.
 - b. The conference will be immediately followed by a 1-hour campus tour for in-person attendees. The tours will be Service Area specific.
2. All Respondents who plan to attend **must** contact Minden Koopmans, Chief of Staff, via email at mkoopmans@bnydc.org no later than **June 21, 2024**. In your email, please provide name(s)



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of attendee(s), with email address(es), and indicate if attendance will be remote or in-person. Attendees will receive a visitor barcode for entry into the Brooklyn Navy Yard (the “Yard”) and/or webinar details.

3. All questions are due no later than 5:00PM on **June 28, 2024** to mkoopmans@bnydc.org.
 - a. BNYDC will provide answers to questions **on July 8, 2024**.
4. All Proposals are due no later than 5:00PM on **July 17, 2024** for mkoopmans@bnydc.org.
5. BNYDC anticipates awarding the Contract(s) with a start date on or about **September 18, 2024**.

C. BNYDC BACKGROUND

BNYDC is a not-for-profit corporation that serves as the real estate developer, long-term ground lessee, and property manager of 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 500 businesses employing more than 11,000 people and generates over \$2 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. A map of the Brooklyn Navy Yard and further additional information can be found at www.brooklynnavyyard.org.

D. SCOPE OF SERVICES

As stated above, BNYDC is seeking proposals to establish Pre-Qualified Lists of licensed (where required) contractors for each Service Area to support required repairs, improvements, and/or emergency repairs in the Brooklyn Navy Yard.

Selected contractors shall furnish all equipment, materials and labor necessary to complete any awarded work assignments, and shall provide all inspections, permits and warranties affiliated with any such assignments. Required response times for contractors, required insurance coverages and other requirements will be set forth in each On-Call Contract. Depending on the type of work assignment requested, contractors may be requested to provide flat fee proposals for such work, fees based on hourly rates set forth in its On-Call Contract, or as otherwise requested by BNYDC.

Locations to be serviced:

BNYDC manages the entire Brooklyn Navy Yard (the “Yard” or “Yardwide”) and is seeking support across all locations within the Yard, including but not limited to: spaces open to the public, tenanted industrial, manufacturing, retail and office spaces, and outdoor spaces (including loading docks, piers, parking areas, streets, and sidewalks).

Service Area details:

A Respondent may submit a proposal for all or any of the Service Areas below. Respondents need not specialize in all the Service Areas below to respond and should note and illustrate the areas of their expertise in their proposal, as well as their general approach to providing those services.

1. Electrical



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2. Plumbing
3. Windows
4. Doors
5. HVAC
6. Trash Removal

Service Area 1: Electrical

The types of electrical services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Electrical Distribution System:
 - Design, install, and commission electrical panels;
 - Install circuit breakers, surge protection, and necessary grounding systems; and
 - Run conduits and wiring for power distribution.
- Lighting:
 - Install energy-efficient LED lighting fixtures where applicable.
- Power Outlets:
 - Install power outlets in accordance with the building codes and client requirements; and
 - Ensure GFCI protection in areas prone to water exposure and/or exteriors.
- HVAC Electrical Connections:
 - Connect and wire HVAC systems as per manufacturer specifications;
 - Provide power supply and controls for heating and cooling units; and
 - Ensure proper labeling of electrical panels and circuits.
- Inspections and Testing:
 - Coordinate with relevant authorities for inspections; and
 - Conduct testing and verification of the entire electrical system to ensure safety and functionality.
- Documentation:
 - Provide as-built drawings detailing the electrical layout; and
 - Submit a comprehensive operation and maintenance manual.

Service Area 2: Plumbing

The types of plumbing services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Provide a complete plumbing installation;
- Complete repairs / upgrades to meet all current relevant plumbing codes and regulations;
- Water Supply System:
 - Maintenance of storm drains;
 - Unclogging major drains; and



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- Piping replacement to include HVAC lines.

Service Area 3: Windows

The types of window services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Safely remove and dispose of existing windows and window frames;
- Inspect window openings for any structural issues;
- Ensure that window openings are clean, level, and free from debris;
- Repair or replace any damaged windowsills or framing;
- Install new windows according to manufacturer guidelines and best practices;
- Ensure proper insulation and weather sealing to enhance energy efficiency;
- Install trim around the interior and exterior of the windows for a finished appearance;
- Seal gaps and joints with appropriate caulking materials to prevent air or water infiltration; and
- Install necessary hardware, such as locks, handles, and hinges, as per the design and functionality requirements.

Service Area 4: Doors

The types of door services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Perform necessary door repairs, such as fixing hinges, handles, locks;
- Safely remove and dispose of existing doors and door frames;
- Inspect door openings for any structural issues;
- Ensure door openings are clean, level, and free from debris;
- Repair or replace any damaged door frames, thresholds, or surrounding structures;
- Install new doors according to manufacturer guidelines and best practices;
- Ensure proper insulation, weather sealing, and alignment for energy efficiency and security; and
- Make necessary adjustments to ensure doors open, close, and lock smoothly.

Service Area 5: HVAC

The types of HVAC services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Conduct a thorough inspection of the HVAC system(s) to identify performance issues and malfunctions;
- Utilize diagnostic tools to pinpoint specific problems with heating, cooling, and ventilation components;
- Address issues related to boiler, heat pump, or other heating components;
- Replace or repair faulty heating elements, ignition systems, or thermocouples as necessary;



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- Diagnose and repair problems affecting the air conditioning system;
- Replace or repair defective compressors, condenser coils, refrigerant lines, or other AC components;
- Inspect and repair ventilation components such as ductwork, dampers, and air filters;
- Ensure proper airflow and ventilation throughout the building;
- Thermostat and Controls:
 - Check and calibrate thermostats for accurate temperature control; and
 - Inspect and repair control systems, sensors, and wiring.
- Refrigerant Handling:
 - Verify refrigerant levels and address any leaks; and
 - Recharge refrigerant as needed.
- Electrical System Inspection:
 - Inspect electrical connections, wiring, and components;
 - Address issues such as faulty wiring, capacitor failure, or electrical panel problems;
 - Perform safety checks to ensure the safe operation of the HVAC system; and
 - Verify the proper functioning of safety features such as limit switches and pressure controls.

Service Area 6: Trash Removal

The types of trash removal services likely to be required under these On-Call Contracts are anticipated to include the following work items, and similar types of work:

- Removal of abandoned industrial / manufacturing equipment and/or materials indoors and outside of buildings;
- Removal of construction-related debris, including sheetrock, bricks, cement, etc.;
- Removal of general abandoned items and trash in vacated spaces, as part of overall move-out cleaning;
- Removal of debris from storms or vandalism, including tree limbs, dirt and sand, sod, building siding, etc.;
- Removal of event related trash, such as banners, cups and plates, décor, etc. ; and
- Provision and carting of containers for any of the above materials.

E. PROPOSAL SUBMISSION REQUIREMENTS

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

The Proposal must include:

1. Transmittal Letter (1-2 pages) – The short transmittal letter shall:

- List the one or more Service Areas for which Respondent is submitting its Proposal;
- Summarize why the Respondent believes itself to be qualified to provide such Services to BNYDC;



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- List 3 previous clients (name, title, phone, email, description of work) that will serve as references; and
 - Contain a statement granting BNYDC authorization to contact listed previous clients.
2. Description of the proposing firm (1-2 pages) – This section shall include:
- Firm history;
 - Any honors and awards;
 - Location of main and branch offices;
 - Names of the principal officers of the firm; and
 - Anticipated subcontractor firms, if any (include M/WBE status and role(s)). Note, these would still be required to be approved by BNYDC for each project scope.
3. Organization Chart (1 page) – Include and simple organization chart showing how the Respondent, if selected, would organize its personnel for the project. If Respondent proposes subcontracting, please show combined staff hierarchy.
4. Key Professionals (1 page) – Identify the 1-3 key members of your team (e.g., owner or principal) that would be involved in the project and describe their licenses, experience, area of expertise and what role they will perform. Indicate their availability for this project schedule. Identify and provide contact information for the person(s) in the firm who will be BNYDC’s primary point(s) of contact.
5. OPTIONAL - Resumes (1-2 pages per person) – Provide resumes of the 1-3 key professionals listed. The resumes should contain the following:
- Name;
 - Educational background;
 - Employment history;
 - Proposed role in the Project;
 - An identification of other relevant projects in which the person has been involved and a name/phone number of a representative of any project cited that can be contacted for a reference; and
 - Other information you believe to be relevant.
6. Relevant Experience of the Respondent – Include a description of representative projects and specify the firm’s role, including relevant dates, and a description of the client for each. A relevant project is one which best exemplifies the firm’s qualifications for work on the Yard. Experience listed should include:
- Name of client;
 - All type of work performed;
 - Project location;



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- Project description;
- Description of the services your firm provided;
- Indicate which team members were involved in the project and specify their role; and
- Provide a statement acknowledging if the services were completed on time/on budget.

7. Cost Proposal (See Exhibit F)

BNYDC reserves the right to bill for Services in different manners. For example, BNYDC may request that contractors on the Pre-Qualified Lists provide a fixed price to perform a specific scope of services; or may request a specific scope of services to be billed on an hourly basis. BNYDC may also ask contractors to propose a price for a particular task, whether flat fee or based on hourly rates.

Accordingly, proposers are asked to include a Cost Proposal in the form of Exhibit F attached hereto which shall include hourly rates for all proposed staff to work on the Services for the term of the On-Call Contract, with approximate years of experience for each title. Proposals should also indicate whether any multiplier will be applied to any of the rates, and if so, indicate the multiplier that will be used.

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

- Declaration of Understanding (attached as Exhibit A hereto)
- PASSPort Form (attached as Exhibit B hereto)
- Doing Business Data Form (attached as Exhibit C hereto)
- M/WBE Information Form (attached as Exhibit D hereto)
- Acknowledged receipt of any Addendum to this RFP by attaching a signed copy of the Addendum to Respondent's Proposal.
- BNYDC Form of Contract (Exhibit E): It is BNDYC's intention to enter into contracts with respondents and substantially in Form attached (Exhibit E). BNYDC will favor proposals from respondents who are willing to execute the contract in the form attached hereto.
 - a) If any Respondent desires any material or substantive change(s) to BNYDC's form of Contract (attached as Exhibit E hereto), Respondent must include any such proposed change(s) in its response to this RFP.

G. PROPOSAL ADMINISTRATION

1. Pre-Submission Conference:

An *optional* pre-submission conference will be held at 10am on **June 26, 2024** at BNYDC's offices, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205. All interested Respondents are strongly encouraged to attend if possible.

- a. All Respondents who plan to attend **must** contact Minden Koopmans, Chief of Staff, via email at mkoopmans@bnydc.org no later than **June 21, 2024**.



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2. Inquiries:

Any questions or explanation desired by Respondents regarding the meaning or interpretation of this RFP must be emailed and received by BNYDC no later than 5:00PM on **June 28, 2024**.

BNYDC will evaluate the need to respond to inquiries. No verbal responses will be provided, and any information given to a prospective Respondent will be furnished to all prospective Respondents as an addendum to the RFP (an "Addendum"). All questions must be directed to:

Minden Koopmans
Chief of Staff
mkoopmans@bnydc.org

3. Submission Deadline:

Respondents shall deliver a PDF proposal via email on or before 5:00PM on **July 17, 2024** (the "Proposal Deadline"). Any Proposal received after the Proposal Deadline will be considered for evaluation solely at the discretion of BNYDC. Proposals shall be delivered to:

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

4. Addenda:

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

H. SELECTION PROCESS

A BNYDC evaluation committee (the "Committee") will perform an evaluation of all Proposals submitted by Respondents in response to this RFP. The Committee will review, evaluate and score each proposal in accordance with the Evaluation Criteria described below. A Proposer may be invited for an interview for the purpose of clarifying its Proposal.

All proposals accepted by BNYDC will be reviewed to determine whether they are responsive to the requisites of this RFP; non-responsive proposals will be rejected.

The evaluation committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below:

1. The Respondent's experience in providing services similar to the Scope of Services described in the applicable Service Area.



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2. The quality of the Respondent's management, reputation, and references & the terms under which the Respondent will commit its personnel and, as applicable, without transfers and changes.
3. The quality of the proposal and the degree to which it demonstrates the Respondent's full understanding of and the ability to perform the services to be rendered.
4. The Respondent's Cost Proposal.

The Respondents determined by BNYDC to have the best proposal combination of experience and fees for the Service Areas they are applying for will be engaged as pre-qualified on-call contractors, and as such will be eligible to respond to future task order assignments under its On-Call Contract with BNYDC. Upon selection, each selected Respondent must execute an On-Call Contract for the Services substantially in the form attached hereto as Exhibit E (the "On-Call Contract"). BNYDC will favor proposals from respondents who are willing to execute the On-Call Contract in the form attached hereto. If a Respondent desires any material or substantive change(s) to the On-Call Contract, it must include any such proposed change(s) in its response to this RFP. The contents of the selected Proposal, together with this RFP and any formal questions and answers provided during the Proposal processes, may be incorporated into any final Contract at BNYDC's discretion.

I. 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 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 Services;
 - b. Award contracts to any number of Respondents, or none at all, for each Service Area based on the qualifying responses received in connection with this RFP;
 - c. Waive, modify or correct any irregularities in Proposals received, after notification to the Respondent(s);
 - 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 contracts with successful Respondents;
 - f. Extend the time for submission of all Proposals after notification to all prospective Respondents;



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- g. Terminate negotiations with one more selected Respondents, 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;
 - h. Terminate or modify the RFP process at any time and reissue the RFP;
 - i. Approve or reject any sub-consultants proposed by the Respondent; and
 - j. Request a change of any sub-consultant at any time .
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 will be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort"). PASSPort moves the VENDEX process online, eliminating paper submissions. Since PASSPort clearance is a pre-requisite to BNYDC's award of a contract, Respondents are required to have either commenced the PASSPort clearance process, or be registered and up-to-date in PASSPort prior to submitting their response to this RFP. Non-compliance with these submission requirements may result in the disqualification of the Proposal and/or the Respondent and/or the cancellation of any contract after its award.
 - d. Notice to Vendors: Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the Doing Business Data Form attached as Exhibit 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.



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



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EXHIBIT A
DECLARATION OF UNDERSTANDING

DECLARATION OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the Respondent (i) has read and understands the scope and requirements of the Services, as described in the RFP and all attachments; (ii) has the capacity to perform the Services, (iii) agrees to accept payment in accordance with the requirements of this RFP and the standard On-Call Contract, attached hereto as Exhibit E, and (iv) will, if its Proposal is accepted, enter into the attached On-Call 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

Company Name

Business Address

City State Zip

Telephone Number Fax Number

Federal Tax Identification Number

- Corporation Partnership
- Individual Other (State)

(Seal, if a Corporation)



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EXHIBIT B
DOING BUSINESS DATA FORM

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

Check One

Transaction Type (check one)

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

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

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

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

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

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

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

Entity is a Non-Profit Yes No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

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

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

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

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

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

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

There are no owners listed because (select one):

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

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

EXHIBIT C
NEW VENDOR INFORMATION FORM



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

Dear Vendor:

The Brooklyn Navy Yard Development Corporation is compiling statistical data on companies that 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



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:



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

EXHIBIT D PASSPORT FORM

Respondent hereby certifies that:

(Check appropriate box)

- The Respondent has submitted PASSPort questionnaire information through the link below but has not yet received confirmation of PASSPort Compliance. Respondent acknowledges and agrees that Confirmation of PASSPORT Compliance will be required prior to award of any On-Call Contract.

- The Respondent has received Confirmation of PASSPort Compliance. It's PASSPort identification number is _____.

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

Please access to the NYC.gov PASSPort website thru the link below:

<http://www1.nyc.gov/site/passport/index.page>



Brooklyn Navy Yard
Development Corporation
BrooklynNavyYard.org

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

EXHIBIT E
FORM OF CONTRACT

**ON-CALL REPAIR AND MAINTENANCE AGREEMENT
BETWEEN**

[_____]

AND

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

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

WHEREAS, BNYDC desires to retain the services of Contractor, on an on-call, as needed basis, along with other contractors that are on the on-call list, to perform certain services generally described on Exhibit A attached hereto (the “Services”) , and

WHEREAS, Contractor is willing to perform the Services, on an on-call, as needed basis, pursuant to the terms and conditions set forth herein, and

WHEREAS, individual Service assignments will assigned by BNYDC and accepted by Contractor pursuant to Task Order(s), in the form of Exhibit C attached hereto, (each a “Task Order”) by BNYDC,

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

1. Services.

(a) The parties agree that the Services listed on Exhibit A generally describe the types of Services to be required from Contractor during the term of this Agreement. The Services listed are intended to be illustrative and not exhaustive. Contractor agrees that it will only perform Services under this Agreement pursuant to Task Orders to be issued by BNYDC. . The process for issuing Task Orders is set forth in Section 2 below.

(b) Contractor shall furnish its best skill, judgment, business administration and management in performing the Services and perform the Services in a manner so as to permit their completion diligently and expeditiously in accordance with the highest professional standards. Contractor’s performance under this Agreement shall be judged by standards typical of contractors in the same or similar practice areas in the New York City Statistical Metropolitan Area (“NYCSMA”). The Services shall not be amended without the prior written approval of BNYDC. Contractor, at its own expense, shall secure all supplies, materials and equipment required to perform and complete the

Services. Contractor shall be solely responsible for the means and methods and the safety and protection of all its employees and shall be liable for any injuries which may occur to such employees due to the act, omission, negligence, fault or default of Contractor, to the extent thereof.

(c) Contractor acknowledges that BNYDC is not required to assign any minimum number of Task Orders to Contractor during the term of this Agreement. The compensation payable to Contractor pursuant to Section 4 hereof shall be only as set forth in individual Task Orders. The parties acknowledge that the Maximum Contract Price (as defined in Exhibit B attached hereto) is the maximum sum that Contractor can be paid pursuant to this Contract.

2. Task Order Process. Each Task Order will have its own process. The Task Order steps in that process are listed below:

- a. BNYDC shall initiate each Task Order by emailing the Contractor a general description of the portion of the Services to be provided as part of such Task Order (a “Task Order Request”), including the cost proposal requirements (e.g., lump sum cost or hourly), and requesting the Contractor to submit an electronic, written proposal within a specified timeframe (a “Task Order Proposal”). BNYDC may elect to solicit proposals from several contractors on the on-call list for any given Task Order. The Task Order Proposal shall consist of, but not be limited to:
 - i. A proposed scope of work based on the portion of the Services to be provided as part of such Task Order;
 - ii. A total lump sum cost proposal broken down by task; or a cost proposal broken down on an hourly basis based on the rates submitted in this Agreement.
 - iii. An estimated schedule for completion (a “Work Plan”). Each Work Plan shall also include, but not be limited to, the following:
 1. A detailed list of all tasks, sub-tasks, including approvals, submittals, and milestones required in connection with the Task Order;
 2. The time necessary to complete the various tasks, sub-tasks, including approvals, submittals and milestones; and
 3. Project completion/target dates for all required tasks to be performed in connection with the Task Order.
- b. The Contractor selected by BNYDC to complete the Task Order shall revise the Work Plan submitted in accordance with its Task Order Proposal until accepted by BNYDC. The Contractor shall proceed with

the Task Order Services upon receipt of written notification from BNYDC of the Contractor's selection to perform such Task Order Services. .

3. Term/Time for Performance of Services.

(a) 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

(b) Contractor shall commence the performance of Services promptly after the issuance of a Task Order for such Services and shall complete the Services within the time period specified in such Task Order. The performance of the Services under any given Task Order shall not relieve the Contractor from any obligation to correct any defective work subsequently discovered.

4. Compensation. Subject to, and in accordance with this Section 4, BNYDC shall pay to the Contractor, for each completed Task Order in the amount and manner set forth in such Task Order, but in no event shall the total amount paid for all Task Orders pursuant to this Agreement exceed the Maximum Contract Price set forth on Exhibit B attached hereto. Such payments shall be made at such time(s) and in such manner as set forth on Exhibit B. Requisitions shall be in a form acceptable to BNYDC and shall be supported by all appropriate and necessary documentation or other evidence relating to the amounts set forth in the Requisition, as BNYDC may require including, but not limited to invoices, receipts and vouchers from subcontractors and suppliers and where applicable, the time sheets and/or certified payroll reports of Contractor's staff. By virtue of making payments to Contractor, BNYDC shall not be deemed to have released Contractor from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Contractor of the final payment under this Agreement, Contractor agrees that it shall be deemed to have fully released BNYDC and the City from any and all claims, demands and causes of action whatsoever which Contractor has or may have against BNYDC or the City in connection with this Agreement and, upon the request of BNYDC, shall execute a release to such effect.

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

6. Tax Withholding. BNYDC shall not deduct withholding federal, state and local taxes and will issue the appropriate tax form(s) at year-end. BNYDC shall not be responsible for the

payment of or reimbursement to Contractor of any charges or taxes which may hereafter be imposed or levied with respect to this Agreement or the Services described herein.

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

8. Confidential Information. Information disclosed to Contractor prior to and under this Agreement is considered by BNYDC to be secret or proprietary ("Proprietary Information"), and Contractor agrees to maintain the Proprietary Information in confidence. Proprietary Information shall be used by Contractor only in connection with the Services rendered under this Agreement. The provisions of this Paragraph shall survive any termination of this Agreement. Specifically, Contractor agrees not to disclose such Proprietary Information or material to any person, firm, or corporation without the prior written consent of BNYDC. Any written materials furnished to Contractor by BNYDC in connection with the Services shall remain at all times the property of BNYDC and shall be returned to BNYDC when no longer required. Contractor agrees not to reproduce any written materials without the consent of BNYDC in each instance. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

14. Compliance With Law. Contractor will maintain the highest standards of personal and business ethics at all times during the performance of the Services. Contractor shall ensure that

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

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

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

17. Prohibited Persons/PASSport Clearance. Contractor represents and warrants that, as of the date hereof, none of its members, officers, or directors are Prohibited Persons, as such term is defined in Exhibit G and that it has received clearance from the Mayor’s Office of Contract Services for its Procurement and Sourcing Solutions Portal (PASSport) profile.

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

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

20. Suspension or Termination of Agreement

(a) Suspension or Termination Due to Interest of BNYDC

BNYDC shall have the right to postpone, delay, suspend or terminate the Services immediately or upon a specified date upon written notice to Contractor and for any reason deemed by BNYDC to be in its interest. Any such postponement, delay, suspension or termination shall

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

(b) Termination Due to Acts of Contractor

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

(c) No Release

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

21. Assignment. Contractor shall not assign this Agreement or subcontract its obligations hereunder without the express prior written consent of BNYDC, which may be granted or withheld in the sole discretion of BNYDC. To the extent Contractor uses a subcontractor,

Contractor will have direct responsibility for paying the subcontractor, and BNYDC shall have no responsibility for such payments. BNYDC shall have the right, at any time, to assign this Agreement and its rights and responsibilities hereunder to the City or any affiliate of BNYDC.

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

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

 Brooklyn Navy Yard Development Corporation
 Building 77
 141 Flushing Avenue, Suite 801
 Brooklyn, New York 11205
 Attn: Senior Vice President of Property
 Management

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

23. 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.

24. Miscellaneous.

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

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

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

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

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

[Signature Page Follows]

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

**BROOKLYN NAVY YARD
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES:

The types of repair and maintenance services to be performed by Contractor pursuant to this Agreement are generally described below:: [insert Service Type assignments]

SPECIFIC SCOPE OF SERVICES:

As indicated in the body of the Agreement, Contractor shall only provide Services, on an on-call, as needed basis, pursuant to Task Orders issued by BNYDC.

EXHIBIT B
PAYMENTS

Contractor shall be paid for Services performed per Task Orders.

BNYDC, at its election, may choose to solicit lump sum fee proposals for Task Orders in one of two ways. (i) lump sum cost proposals broken down by task, as set forth in the Task Order, or (ii) lump sum cost proposals based on the hours of Services to be performed multiplied by the agreed upon hourly rates for such persons performing the Services.

[INSERT HOURLY RATE SCHEDULE FOR PARTICULAR PERSONS OR JOB TITLES FOR PERSONS TO PROVIDE SERVICES]

The hourly rates set forth above are inclusive of overhead, administrative fee or any markup by Contractor. No multiplier, overhead, administrative fee or other mark-up will be paid to Contractor for subcontractor costs or costs or expenses for materials or equipment.

The frequency of payments made to Contractor shall be set forth in the Task Order for each portion of the Services.

In no event will the amount paid under the Agreement exceed the maximum contract price of \$[80,000] (the "Maximum Contract Price").

EXHIBIT C
FORM OF TASK ORDER

The parties agree that BNYDC may change the form of Task Order at any time during the term of the Agreement.

Brooklyn Navy Yard Development Corporation
Building 77

141 Flushing Avenue, Suite 801
Brooklyn, NY, 11205

Contractor: []

Address: []

Telephone: []

Re: On-Call Repair and Maintenance Contract

Task Order No: Task Order # _____

Project Name: []

Project Site: []

On-Call Contract No.: []

Contract Date/ Duration: []

Task Order Date: []

SIR OR MADAM:

You are hereby directed to perform all of the services or work in accordance with the Task Order Proposal attached hereto and to supply all of the labor, materials and other items necessary to carry out the work to completion as described below.

Description of Task Order:

[PROVIDE DESCRIPTION OF TASK ORDER SERVICES / WORK]

The total fee for the work under this Task Order No. ____ shall be [an amount not-to-exceed][the lump sum amount of]: \$[]

This Task Order will be completed in approximately ____ calendar days. [No Extension of On-Call Contract time required.]

The original Contract sum was (Not-to-Exceed): \$ []

The remaining Contract sum before this Task Order: \$ []

Current Task Order: \$ []

The new Remaining Contract sum will be: \$ []

BROOKLYN NAVY YARD DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Agreed and Accepted By:

[CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

(A fully executed copy of this task order must accompany any requisition for payment.)

Attachments:

Proposal, dated []

EXHIBIT D

INSURANCE REQUIREMENTS

The following is Contractor's minimum acceptable insurance coverage requirements:

I. Insurance Requirements

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

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

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

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

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Umbrella/Excess Liability Policy of at least \$5,000,000 per occurrence. Umbrella Liability policy is to be provided on at least a follow form basis of the underlying General Liability Insurance policy, Automobile Insurance Policy, and Workers' Compensation Insurance policy. The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect. Depending on the type of Services to be provided pursuant to a particular

Agreement, this umbrella liability policy limit may be adjusted upwards to downwards in BNYDC's reasonable discretion.

- E. The following are to be included as additional insured(s) for coverage required in sections A,C,and D. 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

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

A.M.Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.

IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.

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

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

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

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

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

Contractor; or

BNYDC; or

The City; or

Any other Additional Insured.

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

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

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

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

EXHIBIT E

E.O. 50 SUPPLY & SERVICE RIDER

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

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner's partners' or shareholders' race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or that it is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal opportunity commitments under E.O. 50 (§ 10-14) and the rules and regulations promulgated thereunder;
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services ("Division"). Copies of all required reports are available upon request from the contracting agency; and

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

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

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

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

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

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

EXHIBIT F

DOING BUSINESS DATA FORM

(See attached)

EXHIBIT G

PROHIBITED PERSON DEFINITION

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

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

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

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

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

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

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

EXHIBIT H

WHISTLEBLOWER PROTECTION EXPANSION ACT

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

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

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

REPORT

CORRUPTION, FRAUD, UNETHICAL CONDUCT

RELATING TO A NYC-FUNDED CONTRACT

OR PROJECT

CALL THE NYC DEPARTMENT OF INVESTIGATION

212-825-5959



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

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

OR FILE A COMPLAINT ON-LINE AT:

www.nyc.gov/doi

All communications are confidential

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

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



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

EXHIBIT I

PAID SICK LEAVE LAW

Introduction and General Provisions

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

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

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

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

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

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

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

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

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

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

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

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

not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL 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 PSSL 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 PSSL 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 PSSL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

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

Retaliation Prohibited

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

Notice of Rights

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

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

Records

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

Enforcement and Penalties

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

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

More Generous Policies and Other Legal Requirements

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



Brooklyn Navy Yard
 Development Corporation
 BrooklynNavyYard.org

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

EXHIBIT F Cost Proposal Form

Proposers shall complete and submit a Cost Proposal, substantially in the form below, including position, and hourly rates Respondent proposes to use to perform the Services, and any anticipated escalation cost for Services provided in future years. The hourly rates provided below will be incorporated into the On-Call Contract, if awarded by BNYDC, and for any projects performed under a task order where BNYDC requests hourly rates, the hourly rates provided by Respondent in response to this RFP shall be used. If selected, prior to Contract execution, the Respondent will provide a detailed Fee and Cost schedule which may be utilized for payment purposes.

Position/Title (with approximate years of experience)	Hourly Rate Y1	Hourly Rate Y2	Hourly Rate Y3	OPTIONAL Y4 Renewal	OPTIONAL Y5 Renewal

- * All hourly rates should be inclusive of any other mark-up or overhead.
- ** Depending on the type of service, selected proposers may receive requests for a flat fee proposal or a proposal based on hourly rates included in this Cost Proposal or the selected proposer’s On-Call Contract.