



Brooklyn Navy Yard  
Development Corporation  
[BrooklynNavyYard.org](http://BrooklynNavyYard.org)

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

# REQUEST FOR PROPOSALS

## SHUTTLE BUS TRANSPORTATION SERVICES

### Contact Information:

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DIRECTOR OF TRANSPORTATION  
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### A. EXECUTIVE SUMMARY

The Brooklyn Navy Yard Development Corporation (“BNYDC”) is issuing this Request for Proposals (this “RFP”) to seek proposals (“Proposals”) from entities (“Respondents”) interested in providing shuttle bus and related transportation services for the Brooklyn Navy Yard (the “Yard”), as described in more detail in Section E hereto (the “Services”). The anticipated contract term for the performance of the Work is for three (3) years with two (2) one (1) year extension options, exercisable at BNYDC’s sole discretion.

Locally Based Enterprises (“LBEs”) and Minority and Women-owned Businesses (“M/WBEs”) are encouraged to respond to this RFP.

This RFP contains the following:

- A. Executive Summary
- B. Pertinent Dates
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## **B. PERTINENT DATES**

1. A mandatory pre-submission conference will be held at BNYDC on March 11, 2025, at BNYDC's offices, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205.
2. All Respondents who plan to attend should contact Miguel Feliciano via email (mfeliciano@bnydc.org) to provide names of attendees and email addresses so that attendees can receive a visitor barcode for entry into the Yard.
3. All questions are due no later than 12:00pm on March 18, 2025.
4. All Proposals are due no later than 12:00pm on April 18, 2025
5. BNYDC anticipates conducting interviews, if any, by May 23, 2025.
6. BNYDC anticipates awarding a Contract on or about June 6, 2025.
7. BNYDC anticipates the Work will start on or about January 1, 2026.

## **C. BNYDC BACKGROUND**

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

## **D. WORK BACKGROUND INFORMATION AND CONTEXT**

From 1999 through 2019, BNYDC managed and operated its own shuttle service. In 2016, as activity in the Yard began to dramatically increase, BNYDC revamped the system to provide more efficient and reliable last-mile transportation connections for its employees, tenants, and guests. The shuttle service operates on a fixed schedule along two designated routes, serving two key routes: Atlantic Terminal (Downtown Brooklyn) and High and York Streets (DUMBO). In 2019, BNYDC successfully outsourced the shuttle services operation and is currently seeking qualified Respondents to continue to provide the shuttle service and meet the demands of BNYDC's expanding workforce and tenant base.

## **E. SCOPE OF WORK**

BNYDC is seeking proposals from qualified Respondents for comprehensive transportation services, including scheduled BNY Shuttle Services, Navy Yard tours and Special trips (collectively, the "Transportation Services"). The Transportation Services are essential for connecting the Navy Yard to nearby subway stations, facilitating in-Yard transit, and accommodating events and tours. The selected Respondent will operate under a three-year contract starting on January 1, 2026, with the option for BNYDC to extend the contract for two (2) one (1) year periods.

### **A. Shuttle Bus Service Operations**



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The Selected Respondent shall provide the Transportation Services utilizing (i) six (6) Grande West Vicinity buses owned by BNYDC and further described in the Equipment Lease attached as Exhibit L of the Form of Contract (the “Owned Buses”) and (ii) a sufficient number of supplemental buses (the “Spare Buses”) to be provided by the Selected Respondent to properly and timely provide such Transportation Services. The Selected Respondent will insure and operate all of the Owned and Spare Buses (collectively, the “Buses”).

All Buses must comply with the Bus Specifications set forth in Exhibit I of the Contract (the “Bus Specifications”). The Selected Respondent shall provide the number of Spare Buses as necessary for the successful operation of the Transportation Services. All Buses shall be in compliance with the Americans with Disabilities Act, with space to accommodate and safely secure at least one (1) wheelchair and seating for at least forty-two (42) passengers, while also allowing room for standing passengers. At all times during the term of the Contract, regardless of whether any or all of the Owned Buses have become nonoperational or require replacement, the Selected Respondent acknowledges and agrees to maintain (including replacing if necessary) at least six (6) Buses that are fully-branded with BNYDC’s current branding and meet the Bus Specifications, or are reasonably acceptable and received prior written approval from BNYDC.

The Selected Respondent will enter into an Equipment Lease Agreement with BNYDC to operate the six (6) Owned Buses, assuming responsibility for all costs associated with their maintenance, insurance, and general upkeep.

*I. Maintenance, Repair, and Service Ready Condition*

The Selected Respondent shall:

- **Maintain Buses:** Ensure the Buses are in good condition, capable of safe operation, and compliant with Bus Specifications, including operational passenger features such as heating/air conditioning and GPS.
- **Cleanliness:** Maintain the Buses in a clean and sanitary condition.
- **Service Ready Condition:** Ensure the Buses remain in Service Ready Condition at all times. Service Ready Condition shall have the following meaning:
  - The Buses shall have no discernible condition that would be likely to prevent the safe operation of the vehicles.
  - Interior and exterior of the Buses are clean and debris-free and are cleaned at least once a week.
  - Fully operational heating/air conditioning and ADA-accessible equipment.
  - All accessory equipment (e.g., fire extinguishers, first aid kits) are functional, complete, and suitable for use.
- **Repair and Replacement:** Repair or replace in accordance with the following conditions:
  - **Accidents:** Timely repair of damaged buses and utilization of an approved Spare Bus until repairs are complete. The repairs must be completed by date agreed upon by BNYDC and the Selected Respondent. If a BNYDC-owned bus is declared a total loss by BNYDC, a comparable vehicle must replace it.
  - **Mechanical Issues:** Replace damaged components with stock replacements meeting Bus Specifications.



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- **Replacement Vehicles:** Provide a comparable replacement if a new bus is required or monetary compensation at the market value of the bus at the time of its loss ensuring efforts to acquire the new vehicle promptly.

## II. *Branding and Equipment Installation*

### • **Branding:**

#### ○ **Overview:**

- BNYDC will provide and oversee the design and installation of vinyl graphics or magnetic branding at its cost.
- The Selected Respondent shall transport buses as needed (within a 50-mile radius of the storage area) for branding application, with associated costs billed separately as a “Special Trip.”

- **Restrictions on Signage and Advertising:** The Selected Respondent may not place any decals, signs, or markings on Buses without prior written approval from BNYDC.

- **Materials Distribution:** The Selected Respondent may only put pre-approved content in the brochure racks on the buses, if applicable.

- **Advertising Rights:** The Selected Respondent has no right to install or manage advertising on the Buses.

### • **Equipment Installation:**

- BNYDC will provide and install GPS systems and ID card/barcode readers.
- The Selected Respondent shall schedule and facilitate timely installation, with transportation costs also billed as a Special Trip.

## III. *Registration and Insurance*

The Selected Respondent shall handle the registration and insurance of the Buses in accordance with the requirements in Exhibit C of the Form of Contract.

## IV. *Fueling*

The Selected Respondent shall:

- Be responsible for fueling the buses.
- Include fuel costs in monthly invoices for reimbursement, supported by valid receipts.
- Ensure reimbursement requests are made within two months of purchases.

## V. *Other*

### • **Compliance and Inspections:**

- **Safety Rules:** The Selected Respondent shall ensure compliance with all New York State Department of Transportation (DOT) safety rules, procedures, audits, and inspections for public transportation vehicles.
- **BNYDC Discretion:** BNYDC may determine the suitability of a bus for service and cause it to be removed for inspection, cleaning, or repair as necessary.

### • **Use Restrictions**



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- **Service Exclusivity:** The Selected Respondent shall use the Owned Buses exclusively for Shuttle Service, except with prior written authorization from BNYDC.
- **Spare Buses:** Spare Buses not permanently branded may be used for other lawful purposes, provided such use does not interfere with the Work and Temporary or magnetic branding is removed prior to non-Shuttle use.
- **Permanently Branded Buses:** Buses with permanent BNYDC vinyl wraps are restricted to the BNY Shuttle Services, as discussed in further detail below, and cannot be used for non-BNYDC revenue purposes.

## **Transportation Services**

### *I. BNY Shuttle Service*

The Selected Respondent shall provide the **BNY Shuttle Service**, which is a last-mile transportation solution connecting the Brooklyn Navy Yard (the “Yard”) to nearby subway stations. Presently, it operates on two established routes, adhering to a set schedule throughout weekdays from 5:00 AM to 10:30 PM, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day and at a reduced schedule on Martin Luther King Jr. Day, the day after Thanksgiving and Christmas Eve. The BNY Shuttle Service does not currently operate on weekends.

The BNY Shuttle Service is priced on an hourly basis, factoring in all operating costs except for fuel which is a pass through expense that should be included with the monthly invoices for reimbursement, supported by valid receipts. Since the BNY Shuttle Service is a critical piece of infrastructure for BNYDC and the Navy Yard, the Form of Contract will include performance standards tied to incentives and penalties, detailed in Exhibit K of the Contract Form.

The routes are as follows:

- **DUMBO Loop (blue route):** Connects the Yard to the F subway station (York Street) and the A/C subway station (High Street). This route includes six (6) stops within the Yard, totaling eight (8) stops. This route is approximately 3.3 miles round trip.
- **Atlantic Terminal Loop (green route):** Connects the Yard to the G subway stations (Fulton Street and Clinton/Lafayette) and provides access to the 2, 3, 4, 5, B, D, N, Q, and R subways, as well as the Long Island Railroad at Atlantic Terminal. This route includes four (4) stops within the Yard, totaling six (6) stops. This route is approximately 4 miles round trip.

Scheduled headways for both routes are as follows:

- **Peak hours (6:30 AM–10:30 AM and 4:30 PM–7:30 PM):** 10-minute intervals.
- **Mid-day hours (10:30 AM–4:30 PM):** 15-minute intervals.
- **Off-peak hours (5:00 AM–6:30 AM and 7:30 PM–10:30 PM):** 30-minute intervals.

Strict adherence to the designated routes and schedules is a material obligation under this contract. Boarding and disembarking will be limited to designated stops unless otherwise directed by BNYDC.



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Figure 1: Blue line indicates the Dumbo Route, and the Green Line indicates the Atlantic Terminal Route

## II. Navy Yard Tours

The Selected Respondent will also provide Navy Yard Tours for on-site events, which may include visits to locations of interest within the Yard.

- **Scheduling:** BNYDC will provide a minimum of 48 hours’ notice, but the Selected Respondent may waive this requirement.
- **Details Provided by BNYDC:** Time, passenger capacity, itinerary, and duration.
- **Requirement:** Tours will not disrupt the Standard Shuttle Operating Schedule.

Tours typically last two (2) to four (4) hours, and passenger capacity requirements will vary by event.

## III. Special Trips

The Selected Respondent will also provide **Special Trips**, which are flexible transportation services for events requiring travel outside the Yard.

- **Scheduling:** BNYDC will provide a minimum of 48 hours’ notice, but the Selected Respondent may waive this requirement.
- **Customization:** BNYDC may request specific vehicle types or features, and the Selected Respondent will use good faith efforts to accommodate these requests.
- **Details Provided by BNYDC:** Time, passenger capacity, route, and duration.

Special Trips will vary in duration and passenger capacity, and the Selected Respondent’s ability to provide diverse vehicle options will be advantageous.



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Both Tours and Special Trips will be priced separately on an hourly basis, which should include estimated fuel costs. Respondents should include their proposed prices for Navy Yard Tours and Special Trips in their RFP responses. The Selected Respondent will be given special consideration if they can offer diverse vehicle options that meet varying capacity requirements for these services.

#### *IV. Adjustments to Transportation Services*

##### **Procedure Modifications**

The Selected Respondent shall comply with procedures established from time to time by BNYDC with respect to the operation of the Transportation Services.

##### **Service Modifications**

The Selected Respondent acknowledges that BNYDC may, at its sole discretion and at any time during the Term, adjust operating hours, days of operation, Routes, trip frequencies, Schedules, and other aspects of the BNY Shuttle Service. Upon receipt of a replacement Schedule I to the Contract, the Selected Respondent shall promptly implement the changes. BNYDC will endeavor to provide:

- A minimum of fifteen (15) days' written notice for changes resulting in an increase or decrease in operating hours or days of operation.
- At least 24 hours' notice for minor adjustments to the BNY Shuttle Service.

##### **Emergency Adjustments**

The Selected Respondent shall comply with immediate service changes as directed by BNYDC in the event of emergencies, such as extreme weather, road closures, security precautions (e.g., presidential or dignitary visits), or other governmental purposes.

- BNYDC will strive to provide at least twelve (12) hours' notice for emergency changes whenever possible.

##### **Obligation to Adjust Staffing and Schedules**

The Selected Respondent shall make all necessary adjustments to schedules, staffing, and operations to comply with any changes directed by BNYDC.

- **Inclement Weather:** The Selected Respondent is expected to maintain the BNY Shuttle Service during inclement weather unless explicitly directed otherwise by BNYDC.
- **Compensation for Cancellations:** In the event BNYDC cancels work due to inclement weather, emergencies, or safety concerns, the Selected Respondent may invoice BNYDC for fifty percent (50%) of the daily charges for each canceled workday.

##### **Condition of Route**

The Selected Respondent acknowledges that BNYDC makes no representations regarding the condition of any Route. The closure of any route, road, or way—whether temporary or permanent—by BNYDC, the City, or other governmental authorities or other entity shall not reduce or diminish the Selected Respondent's obligations under this Contract. In such instances, the Selected Respondent is required to follow the re-routing directions provided by BNYDC to ensure continued service.



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## **Reporting**

### *I. Accident Reporting*

The Selected Respondent will ensure comprehensive and timely communication with BNYDC regarding any incidents or accidents that may occur during the operation of Transportation Services.

- **Immediate Notification of Incidents:** The Selected Respondent must ensure that the manager on duty immediately notifies BNYDC within thirty (30) minutes of any of the following incidents:
  - **Accidents or Injuries:** Collisions involving a vehicle and another vehicle, person, or object, or any passenger accident (e.g., falls while entering, occupying, or exiting the vehicle).
  - **Assaults or Disturbances:** Any passenger disturbances, altercations, assaults, misconduct, or illness.
  - **Property Damage:** Any acts of vandalism, or other circumstances resulting in significant property damage.
  - **Passenger Complaints Related to Safety or Claims:** Complaints involving potential injury, property damage, or any unusual occurrences that could lead to a claim.
  - **Note:** BNYDC will provide the Selected Respondent with contact information for designated representatives who will be available at all times to receive these notifications.
- **Notification for Bus Maintenance or Minor Damages:** For incidents involving minor damage to the vehicle—such as liquid spills on a seat, a broken seat, a malfunctioning ID system, or heating problems—the Selected Respondent must notify BNYDC within twenty-four (24) hours. This notification must include detailed information to enable BNYDC to take timely corrective action.
- **Written Reporting Requirements:**
  - **24-Hour Incident Report:** The Selected Respondent must file a written report with BNYDC within twenty-four (24) hours of any incidents described in this section. The report must provide a detailed account of the event. This report is in addition to the immediate notification to BNYDC representatives.
  - **DMV Accident Report:** For incidents resulting in personal injury or property damage with a potential to exceed \$1,000, the Selected Respondent must:
    - File a completed incident or accident report with the New York State Department of Motor Vehicles (DMV) on the appropriate forms within forty-eight (48) hours.
    - Submit a copy of the completed report, including all relevant forms, to BNYDC.
  - **Insurance Notification:** The Selected Respondent is responsible for notifying their insurance carrier as required by the applicable policy. A copy of this notification must be submitted to BNYDC.





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- **Note:** The Selected Respondent is responsible for maintaining records of all notifications and written reports. Failure to adhere to these requirements may be deemed a breach of contract.

## II. *Operational and Performance Reporting*

The Selected Respondent shall fulfill the following performance reporting requirements to ensure transparency, accuracy, and operational efficiency in the Transportation Services management:

### 1. **Daily Records and Reporting:**

- Maintain a daily record noting, by time and date, all instances of unusual events and documenting the nature and outcome of communications with BNYDC representatives.
- Submit complaints, suggestions, or observations as to the Transportation Service by any user of the Transportation Service, except for complaints that require immediate notification.
- Provide BNYDC with a morning report summarizing the daily record, including passenger counts and any incident reports as outlined in Section L of this Exhibit A.

### 2. **Operational Analysis and Recommendations:**

- Analyze operational activities to identify areas for service improvements.
- Submit monthly recommendations and suggestions for BNYDC's consideration in cases where BNYDC action is required.

### 3. **Preventive Maintenance Reporting:**

- Provide detailed monthly reports to BNYDC on all preventive maintenance and service actions performed on BNYDC-owned buses, including timelines and outcomes.

### 4. **BNYDC Review and Feedback:**

- BNYDC will review each report within one (1) week of receipt and will provide a response that includes:
  - Agreement with the report's contents,
  - Disputes with substantiating documentation,
  - Additions to the report about incidents occurring during the reporting period.
- BNYDC's response will also outline any penalties to be imposed on the Selected Respondent, as per Exhibit K of the Contract.

### 5. **Data Review and Service Improvement:**

- Review all records and reports to identify and correct errors. Implement findings to enhance the efficiency and reliability of the BNY Shuttle Service

### 6. **Statistical Data Compilation:**

- Compile and submit statistical data, such as ridership figures, in the format and within reasonable timeframes established by BNYDC.

## **Personnel Requirements**

### I. *Overview*



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The Selected Respondent shall:

- Hire, assign, and retain bus operators (the “Drivers”), supervisory personnel, and other staff required for all Transportation Services.
- Ensure all Drivers, at all times, maintain applicable required driver licenses are in good standing with such licenses.
- Ensure that all personnel comply with BNYDC requirements under the Contract and applicable laws, rules, and regulations.
- Schedule personnel to ensure they are in compliance with all the obligations under the Contract.

#### *II. Discipline and Removal of Personnel*

The Selected Respondent shall:

- If BNYDC adheres to all procedures outlined in the section titled BNYDC Rights and Responsibilities, the Selected Respondent must remove a driver within forty-eight (48) hours on weekdays and seventy-two (72) hours on weekends. The Selected Respondent is also required to promptly replace the driver to ensure there is no disruption to the Transportation Services.
- Discipline their personnel for their failure to comply with the Selected Respondent’s policies and practices and the obligation due under the Contract.
- Maintain discipline and historical records of all personnel.

#### *III. Training and Testing*

The Selected Respondent shall:

- Ensure all Drivers receive Yard-based training from BNYDC prior to providing the Transportation Services.
- Provide a copy of the Selected Respondent’s existing training program provided to Drivers.

#### *IV. Customer Service*

The Selected Respondent shall ensure that all Drivers comply with the following customer service standards:

- Buses must make full stops, pause, and then proceed if no passengers are boarding or exiting.
- Drivers must comply and not exceed the posted speed limits, and all other traffic signs and requirements.
- Assistance must be provided to any passenger needing help to board or disembark.
- Interior lighting must be used during night boarding or in low-light conditions for passenger safety.
- Drivers may not impose or collect fares. Soliciting or accepting tips or gratuities is strictly prohibited and will result in removal from service
- Drivers must remain courteous to passengers at all times.
- Personal electronic devices are prohibited while operating the bus, except for contractor-provided communication devices used only for job-related purposes.



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- At route termination after discharging passengers, Drivers must inspect vehicles, and remove debris.
- The Selected Respondent shall tag any items left by passengers, including the date and location where they were found, and promptly deposited in designated lost and found section identified by BNYDC.

#### V. Performance Standards

The Selected Respondent shall:

- comply with the performance standards tied to incentives and penalties, detailed in Exhibit K of the Contract Form.
- Be solely responsible for paying or disputing any fines, tickets, or penalties incurred during Transportation Services. The Selected Respondent may also dispute any tickets or fines it believes were wrongfully assessed, provided it must pay any such amounts owed if its dispute proves unsuccessful.
- Adhere to all BNYDC procedures related to the Transportation Services.

#### **BNYDC's Rights and Responsibilities**

- **Designated Points of Contact:** Provide a contact person during regular business hours to address routine questions and concerns and a contact person for 24/7 for emergencies.
- **Schedules, Routes, and Guidelines:** Determine all schedules, routes, customer service guidelines, procedures, and any modifications to these elements.
- **Service Monitoring and Feedback:** Monitor the Selected Respondent's service delivery and provide timely feedback to ensure compliance and quality.
- **Signage Content:** Supply all necessary content for signage related to services.
- **Approval of Informational and Promotional Materials:** Retain sole discretion to review and approve any informational or promotional materials for distribution or display on buses.
- **Control of Advertising:** Maintain exclusive control over advertising within and on buses, including the collection of advertising revenue.

#### **F. 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. Vendor Qualification Form in the form of Exhibit F attached hereto.
2. References: List three (3) references that Respondent has provided similar shuttle services in the form of Exhibit G attached hereto. This list should include at least two active client references. Please include company name, contact name, email address, and phone number.



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3. Cost Proposal Sheet in the form of Exhibit H attached hereto
4. **Snow Day Preparedness Plan:** The plan must detail the procedures and measures the Selected Respondent will implement to ensure the safe and efficient operation of shuttle services during snow and severe weather conditions. The Snow Day Preparedness Plan shall include, at a minimum, the following:
  - a. **Bus Preparation Measures:** A detailed explanation of how buses will be prepared for snow conditions, including the use of snow chains, tire checks, and any additional safety equipment or modifications required.
  - b. **Communication Protocols:** Procedures for maintaining clear and timely communication with BNYDC regarding service adjustments, delays, cancellations, or other issues related to snow or severe weather. This includes identifying key personnel responsible for providing updates to BNYDC.
  - c. **Employee Preparedness:** Training and instructions provided to drivers and staff for operating vehicles and managing passenger safety during snow and severe weather conditions.

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

- Declaration of Understanding (attached as [Exhibit A](#) hereto)
- Confirmation of PASSPort compliance (attached as [Exhibit B](#) hereto)
- Doing Business Data Form (attached as [Exhibit C](#) hereto)
- Vendor Information Form (attached as [Exhibit D](#) hereto)
- Acknowledged receipt of any Addendum to this RFP by attaching a signed copy of the Addendum to Respondent's Proposal.
- If a Respondent desires any material or substantive change(s) to the form of Contract (attached as [Exhibit E](#) hereto), Respondent must include any such proposed change(s) in its response to this RFP.

## G. PROPOSAL ADMINISTRATION

### 1. Pre-Submission Conference:

A mandatory Pré-submission conference will be held on March 11, 2025 at BNYDC's offices, 141 Flushing Avenue, Suite 801, Brooklyn, NY 11205. Attendance at the mandatory pre-submission conference is a condition precedent to BNYDC acceptance of a Proposal.

Therefore, if you have not attended the mandatory pre-submission conference, do not submit a Proposal.

### 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 12:00pm on March 18, 2025. 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



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prospective Respondents as an addendum to the RFP (an “Addendum”). All questions must be directed to:

Miguel Feliciano  
Director of Transportation  
Brooklyn Navy Yard Development Corporation  
[Mfeliciano@bnydc.org](mailto:Mfeliciano@bnydc.org)

3. Submission Deadline:

Respondents shall deliver the proposal via email on or before 12:00pm on April 18, 2025 (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:

Miguel Feliciano  
Director of Transportation  
Brooklyn Navy Yard Development Corporation  
[Mfeliciano@bnydc.org](mailto:Mfeliciano@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

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

- Contract Price/Cost Proposal Sheet
- Respondent’s Qualification
- Respondents’ existing infrastructure: (vehicle, drive capacity, proximity to the Yard)
- Quality of proposals and understanding of Buses needed for the Transportation Services.
- References and Vendor Information Form

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



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## 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 such revisions, additions or deletions to their Proposals as may be required by BNYDC.
4. Reserved Rights: All Proposal material submitted becomes the property of BNYDC and BNYDC reserves the right at its sole discretion to:
  - a. Reject any and all Proposals received in response to this RFP at any time prior to signing of a contract with respect to the Work;
  - b. Award a contract to other than the lowest fee Respondent;
  - c. Waive, modify or correct any irregularities in Proposals received, after notification to the Respondent;
  - d. Change the structure of the proposed fee, if such is in the interest of BNYDC;
  - e. Negotiate the final scope, staff participation, and fee before entering into contract with successful Respondent;
  - f. Revise the fee as BNYDC may require subsequent to receipt of a competitively bid proposal for the Work;
  - g. Extend the time for submission of all Proposals after notification to all prospective Respondents;
  - h. Terminate negotiations with a selected Respondent and select the next most responsive Respondent, or take such other action as deemed appropriate if negotiations fail to result in a signed contract within a reasonable amount of time from the commencement of negotiations;
  - i. Terminate or modify the RFP process at any time and reissue the RFP;
  - j. Approve or reject any sub-consultants proposed by the Respondent; and
  - k. Request a change of any sub-consultant at any time in the contract process.
5. Contractual Requirements:
  - a. Any Respondent awarded a contract as a result of this RFP process will be required to sign a Contract substantially in the form as attached hereto as Exhibit E, except as otherwise provided for in this RFP.
  - b. Any information which may have been released verbally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither BNYDC nor the Respondent.
  - c. Any Respondent awarded a contract as a result of this RFP will be required to obtain clearance through the City's Procurement and Sourcing Solutions Portal ("PASSPort"). PASSPort moves the VENDEX process online, eliminating paper submissions. Since PASSPort clearance is a pre-requisite to BNYDC's award of a contract, Respondents are required to be registered and up-to-date in PASSPort prior to submitting their response to this RFP and to include their PASSPort identification number with submission of their Proposal. Non-compliance with these submission requirements shall result in the



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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.

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



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**EXHIBIT A  
 DECLARATION OF UNDERSTANDING**

**DECLARATION OF UNDERSTANDING**

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

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

\_\_\_\_\_  
 Authorized Signature, Title Date

\_\_\_\_\_  
 Consultant Firm

\_\_\_\_\_  
 Business Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Telephone Number Fax Number

\_\_\_\_\_  
 Federal Tax Identification Number

- Corporation       Partnership  
 Individual       Other (State)

\_\_\_\_\_  
 (Seal, if a Corporation)





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## **EXHIBIT B CONFIRMATION OF PASSPORT COMPLIANCE**

### **CONFIRMATION OF PASSPORT COMPLIANCE**

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

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

<https://www.nyc.gov/site/mocs/passport/about-passport.page>



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**EXHIBIT C**  
**DOING BUSINESS DATA FORM**

# Doing Business Data Form

## Real Property Transactions

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

**Check One**

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

**Transaction Type (check one)**

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

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

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

**Entity Information**

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

Entity EIN/TIN \_\_\_\_\_ Entity Name \_\_\_\_\_

**Filing Status**

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

**(Select One)**

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

**Entity is a Non-Profit**     Yes     No

**Entity Type**     Corporation (any type)     Joint Venture     LLC     Partnership (any type)     Sole Proprietor     Other (specify) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

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

**Principal Officers**

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

**Chief Executive Officer (CEO) or equivalent officer**

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

This position does not exist

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CEO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

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

This position does not exist

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former CFO \_\_\_\_\_ on date \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

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

This position does not exist

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

This person replaced former COO \_\_\_\_\_ on date \_\_\_\_\_

**Principal Owners**

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

**There are no owners listed because (select one):**

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

Other (explain) \_\_\_\_\_

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

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

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

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

Organization Name \_\_\_\_\_

**Remove the following previously-reported Principal Owners**

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

Name \_\_\_\_\_ Removal Date \_\_\_\_\_

**Senior Managers**

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

**Senior Managers**

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

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

Office Title \_\_\_\_\_ Employer (if not employed by entity) \_\_\_\_\_

Home Address \_\_\_\_\_

**Remove the following previously-reported Senior Managers**

Name \_\_\_\_\_ removal date \_\_\_\_\_

Name \_\_\_\_\_ removal date \_\_\_\_\_

**Certification**

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Entity Name \_\_\_\_\_ Work Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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**EXHIBIT D  
VENDOR INFORMATION  
FORM**



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Vendor Information Form

Name: \_\_\_\_\_ Company Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Federal Tax ID / SSN: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Business type: Select One

- Individual/Sole Proprietor
- Partnership
- Corporation
- Other

Business category: Select One

- Construction
- Construction Subcontract
- Professional Services
- Professional Services Subcontract
- Standard Services
- Goods
- Other

Business Demographics

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

Majority owner M/WBE?  Yes  No

Majority owner female?  Yes  No

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

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

City or state certification (select all that apply):

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

Certification Number: \_\_\_\_\_



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**EXHIBIT E**  
**FORM OF CONTRACT**

**AGREEMENT  
BETWEEN**

[\_\_\_\_\_]

**AND**

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

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

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

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

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

2. Term. This term of this Agreement shall commence on [the date hereof] and expire on [\_\_\_\_\_] , 20\_\_ (“Termination Date”), unless extended to a later date or terminated at an earlier date pursuant to the terms of this Agreement.

3. Renewal Term. BNYDC shall have two (2) options (each, a “Renewal Option”) to renew the term of this Agreement for a period of one (1) year (each, a “Renewal Term”). BNYDC must provide written notice to the Contractor of its election to extend the term no earlier than twelve (12) months and no later than three (3) months prior to the then-applicable Termination Date. If BNYDC fails to provide written notice of its election to exercise its Renewal Option at least three



(3) months prior to the Termination Date, the Contractor shall promptly provide BNYDC with a notice that the term is expiring (the “Renewal Warning”). Upon receipt of the Renewal Warning, BNYDC shall have ten (10) days to cure the Renewal Warning by notifying the Contractor in writing of its intent to renew. During this cure period, the Contractor shall keep BNYDC’s Renewal Option open and enforceable. Each Renewal Term shall be subject to the same covenants, provisions, terms, conditions, and agreements set forth in this Agreement

4. Compensation. Contractor shall receive, as sole compensation for the full and timely performance of all the Services hereunder, the amount set forth on Exhibit B attached hereto, payable at such time(s) and in such manner as set forth on Exhibit B. Such payment shall be made in accordance with the schedule set forth on Exhibit B, with full payment to be made promptly after full performance of all Services and the delivery to BNYDC of all required deliverables. Requisitions shall be in a form acceptable to BNYDC and shall be supported by all appropriate and necessary documentation or other evidence relating to the amounts set forth in the Requisition, as BNYDC may require including, but not limited to invoices, receipts and vouchers from subcontractors and suppliers and where applicable, the time sheets and/or certified payroll reports of Contractor’s staff. By virtue of making payments to Contractor, BNYDC shall not be deemed to have released Contractor from any claim or liability, or to have waived any cause of action arising from any breach of this Agreement. Upon acceptance by Contractor of the final payment, Contractor agrees that it shall be deemed to have fully released BNYDC and the City from any and all claims, demands and causes of action whatsoever which Contractor has or may have against BNYDC or the City in connection with this Agreement and, upon the request of BNYDC, shall execute a release to such effect.

5. Records, Audits, and Inspections. Contractor shall keep, and shall cause any subcontractors or consultants under this Agreement to keep, records of the time spent in the performance of Services hereunder by all persons for which and for whom billing rates will be the basis for compensation under this Agreement, as well as records and receipts for fuel, and vehicles provided and used hereunder. Notwithstanding any other provision of this Agreement, failure to comply with this Section shall be a conclusive waiver of any right to compensation for such Services or expenses as are otherwise compensable hereunder. BNYDC shall have the right to audit and inspect Contractor’s records and those of Contractor’s subcontractors and consultants pertaining to any compensation to be paid hereunder on three (3) days’ notice. These records shall be maintained and retained by Contractor for a minimum of three (3) years after the Termination Date or three (3) years after all audits, claims, litigation, or disputes involving this Agreement are resolved, whichever is later.

6. Right to Cure and Remedies for Non-Performance. In the event that the Contractor fails to perform any of its responsibilities hereunder, and such failure continues for ten (10) days after written notice from BNYDC, BNYDC shall have the right, but not the obligation, to perform such work using its own properly licensed staff or other contractors. The costs incurred by BNYDC in

performing such work shall be charged to the Contractor. This remedy shall be in addition to any other rights or remedies available to BNYDC under this Agreement (including, without limitation, those set forth in the Incentives and Penalties Chart attached hereto as [Exhibit \_\_] or under Applicable Law.

7. Right of Offset. Notwithstanding any other provision of this Agreement, BNYDC shall have the right, at any time during the term of this Agreement, to reduce the amount of any payment otherwise due and payable to Contractor by any amount owed to BNYDC by Contractor under this or any other contract, provided that BNYDC provides Contractor with prior written notice of BNYDC's intention to exercise this offset right and Contractor does object thereto in writing within two (2) business days from receipt of such notice.

8. 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 subcontractor 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

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

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

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

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

10. No Political Activity. Contractor agrees that there shall be no political activity or any activity to further the election or defeat of any candidate for public, political or party office as a

part of or in connection with this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

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

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

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

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

15. Permitting. Contractor shall procure and pay for all licenses, certificates, permits, franchises, or other authorizations required by any governmental authority having jurisdiction over Contractor’s operations and necessary for the performance of the Services. This includes the proper registration, licensing, and inspection certifications for all vehicles, including Buses, required for the Services. Contractor shall provide BNYDC with copies of all such licenses, permits, or authorizations, including any renewals or amendments, as required."

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

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

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

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

20. 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.

21. 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.

## 22. 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.

23. 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.

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

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

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

To CONTRACTOR: [ \_\_\_\_\_ ]  
   [ \_\_\_\_\_ ]  
   [ \_\_\_\_\_ ]  
   [Attn: \_\_\_\_\_ ]

25. 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.

26. Miscellaneous.

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

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

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

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

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

[Signature Page Follows]



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

**BROOKLYN NAVY YARD  
DEVELOPMENT CORPORATION**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

[ \_\_\_\_\_ ]

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**PAYMENTS**

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

The following is minimum acceptable insurance coverage requirements for Contracting Services

#### **I. Insurance Requirements**

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

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

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

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

- B. Statutory Workers Compensation Policy and Employer's Liability Policy of \$1,000,000 for work operations in State where project work is performed, including any applicable other states coverage endorsement.
- C. Automobile Liability Insurance Policy for Bodily Injury and Property Damage in the amount of \$25,000,000 per occurrence covering all owned, non-owned, hired, borrowed vehicles subject to statutory motor vehicle law.
- D. Contractors Pollution Liability policy of at least \$1,000,000 for damages arising out of bodily injury, property damages, environmental damages caused by a pollution incident from Contractors work, completed operations, or transportation whether work performed by or on behalf of Contractor.

- E. Umbrella/Excess Liability Policy of at least \$20,000,000 per occurrence. Umbrella Liability policy is to be provided on at least a follow form basis of the underlying General Liability Insurance policy, Automobile Insurance Policy, and Workers' Compensation Insurance policy. The insurance procured by the Contractor shall be primary and non-contributory to any other insurance that may be in effect.
- F. Professional Liability (Errors and Omissions) of at least \$1,000,000 each claim for wrongful acts while performing and/or providing professional services. Coverage shall continue for at least three (3) years beyond the final performance of services.
- G. The following are to be included as additional insured(s) for coverage required in sections A,C,D and E. Each additional listed below shall be issued a separate Certificate of Insurance.

**Certificate Holder**

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

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

**Certificate Holder**

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

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

- H. A Certificate of insurance using the ACCORD 25 form is to be provided to the Additional Insured and the Certificate must specifically include a copy of the stipulated additional insured endorsement as required in Section A. Certificate Holder must be notified of any cancellation, non-renewal or material modification

of existing policy. Notice is to be received 30 days prior to any change in status. In addition to ACCORD 25 form, a completed New York Construction Certificate of Liability Insurance Addendum (ACCORD 855 form) shall be provided.

- II. If the Contractor utilizes the services of subcontractor for work performed, the same provisions of this Insurance Requirement Exhibit shall be required of those parties. It is the sole responsibility of the Contractor to maintain compliance of such.
- III. Insurance coverage shall be maintained with responsible insurance companies licensed and admitted to do business in the State of New York and such companies shall have an A.M. Best Rating of A-VII. If a Non-Admitted Insurance Company is used, an AM Best rating of A- shall apply.
- IV. Any self-insured insurance retentions and, or any deductibles utilized on any of the above required insurance coverage is the sole responsibility of the Contractor, and Contractor agrees to satisfy those retention and or deductible obligations directly with their insurance company.
- V. The policies required hereunder shall contain the following provisions:

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

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

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

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

Contractor; or  
BNYDC; or  
The City; or  
Any other Additional Insured.

E. This policy shall not be canceled, terminated or modified by the Insurer or Contractor unless 30 days prior written notice is sent by registered mail to BNYDC or the City, nor

shall this policy be canceled, terminated or modified by the Contractor without prior written consent of BNYDC;

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

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

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

## **EXHIBIT D**

### **E.O. 50 SUPPLY & SERVICE RIDER**

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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



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

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

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

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

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

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

**EXHIBIT E**

**DOING BUSINESS DATA FORM**

(See attached)

## **EXHIBIT F**

### **PROHIBITED PERSON DEFINITION**

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

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

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

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

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

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

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

## EXHIBIT G

### WHISTLEBLOWER PROTECTION EXPANSION ACT

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

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

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

**REPORT**  
***CORRUPTION, FRAUD, UNETHICAL CONDUCT***  
**RELATING TO A NYC-FUNDED CONTRACT**  
**OR PROJECT**  
**CALL THE NYC DEPARTMENT OF INVESTIGATION**  
**212-825-5959**



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

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

**OR FILE A COMPLAINT ON-LINE AT:**

[www.nyc.gov/doi](http://www.nyc.gov/doi)

All communications are confidential

**THE LAW PROTECTS EMPLOYEES OF  
CITY CONTRACTORS WHO REPORT CORRUPTION**

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



← Scan the QR Code at Left to File a Complaint

**EXHIBIT H**  
**PAID SICK LEAVE LAW**

Introduction and General Provisions

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

<sup>1</sup> 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](http://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.

# EXHIBIT I

## VENDOR INFORMATION FORM



Brooklyn Navy Yard  
Development Corporation  
BrooklynNavyYard.org

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

### Vendor Information Form

Name:

Company Title:

Company Name:

Company Address:

Federal Tax ID / SSN:

Email:

Telephone:

Business type: Select One

- Individual/Sole Proprietor  
 Corporation

- Partnership  
 Other

Business category: Select One

- Construction  
 Professional Services  
 Standard Services  
 Other

- Construction Subcontract  
 Professional Services Subcontract  
 Goods

### Business Demographics

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

Majority owner M/WBE?  Yes  No

Majority owner female?  Yes  No

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

- Asian - Indian  
 Asian - Pacific  
 Black  
 Hispanic  
 Native American

City or state certification (select all that apply):

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

Certification Number:

## **Exhibit J: Bus Specifications**

### **Shuttle Service Vehicle Specifications: Grande West Vicinity or equivalent:**

The six (6) owned Grande West Vicinity buses will be used for the Shuttle Service. Any replacement vehicles and/or new vehicles that are purchased or leased to supplement or expand the Shuttle Service should meet the minimum specifications described below on a low floor/transit style chassis:

- Length: 30'
- Width: 98"
- Wheelbase: 191
- Air suspension
- Kneeling System
- Braun ADA Ramp
- Q-Straint QRT 8100-A1 Securement System
- LED Stepwell & License Plate Lights
- LED Luminator Destination Sign in front, curbside and rear
- Fire Extinguisher, FAK, Tri- Reflectors
- 24 Passenger Transit Seats-perimeter & tiered
- Standing room for at least 18 passengers
- ADA accessible- 2 wheelchairs
- Vertical stanchion
- Hand straps on ceiling grab-rails
- Interior rear-view mirror
- Roof emergency hatch
- Sensitive door edge
- Yellow standee line

### **Supplemental Shuttle Vehicle Specifications:**

Contractor will provide buses that meet the below specs for supplementing the BNY-owned buses for use on the shuttle system. Contractor may not use school buses or comparable vehicles, as determined in BNYDC's reasonable discretion. The buses should meet the below specs and be approved prior to deployment:

- Length: no less than 30'
- Width: should not be more than 98"
- ADA Accessibility
- Wheelchair Securement System
- Capacity for at least 32 seated

### **Vehicles for Tours and Special Trips:**

Appropriate buses will be determined on a case-by-case basis reflecting number of passengers, destination, and other factors.

## **Exhibit K: Performance Standards and Incentives**

## Shuttle Service Provider Penalties & Incentives

System Wide Performance	Annual Customer Service	Penalty	Annual Customer Service	Incentive
Customer Service *	0-80%	1% of annual contract	90-100%	1% of annual contract
Service Delivery **	0-80%	1% of annual contract	90-100%	1% of annual contract

\*Based on annual surveys

\*\* Based on service reports

Penalty - Based on Monthly Review				
Performance Standard Breach	80% - 89%	70% - 79%	60% - 69%	0% - 59%
Service Delivery - (Define)	\$1,000	\$4,000	\$8,000	\$10,000

Penalty - Based on Daily Review				
Performance Standard Breach	1	2	3	4
Failure to report vehicle damages	\$200	\$400	\$400	\$1,000
Driver operating in an unsafe and/or illegal manner	\$500	\$1,000	\$2,000	\$5,000

All occurrences thereafter \$5,000 or termination of contract at BNY's discretion



**Exhibit L: Equipment Lease**

## LEASE OF EQUIPMENT

THIS LEASE OF EQUIPMENT (this "Lease") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), by and between Brooklyn Navy Yard Development Corporation ("Lessor"), a New York not-for-profit corporation with a principal address at Building 77, 141 Flushing Avenue, Suite 801, Brooklyn, New York 11205, and Community Coach, Inc. ("Lessee"), a corporation with a principal address at

WHEREAS, on even date herewith, Lessor and Lessee have entered into that certain Shuttle Service Operator Agreement (the "Operator Agreement") pursuant to which Lessor has engaged Lessee to provide services in connection with the operation of a Shuttle Service between the Brooklyn Navy Yard and local subway stops and certain other services (the "Shuttle Services") as more fully set forth in the Operator Agreement.

WHEREAS, in connection with providing the Shuttle Services, Lessee is requiring the use of certain transportation equipment (as hereinafter defined with greater specificity, the "Equipment") and Lessor desires to provide such Equipment;

WHEREAS, Lessor and Lessee wish to set forth the terms on which Lessor is leasing to Lessee such Equipment which Lessee will operate.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term of Lease. The term of this Lease shall be coterminous with the Operator Agreement, with an initial term of three (3) years (the "Initial Term"), beginning on (each period during the term of this Lease from January 1 of one calendar year through December 31 of such calendar year or, if earlier, the termination of this Lease, shall be referred to as a "Contract Year"). In the event the parties agree to renew the Operator Agreement in accordance with the terms thereof, the parties may agree to extend the Lease such that the Lease continues to be coterminous with the Operator Agreement ("Renewal Term"). Notwithstanding the foregoing, (i) this Lease shall automatically terminate upon the termination of the Operator Agreement and (ii) either party may terminate this Lease upon ninety (90) days prior written notice to the other party.

2. Lease of Equipment. During the term of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, those buses identified on Exhibit A which is attached hereto and incorporated herein by this reference (the "Equipment"). As to Lessor, Lessee leases the Equipment "AS IS". Lessee will be responsible for the normal maintenance and repair of the Equipment.

3. Rent. For each Contract Year, rent due under this Lease for each piece of Equipment leased to Lessee shall be One Dollar (\$1.00). In addition, Lessee shall pay or immediately reimburse Lessor for all property taxes due on or with respect to the Equipment.

4. Title to Equipment. Title to each item of Equipment leased hereunder shall remain in the Lessor during the entire term of this Lease, and Lessor shall otherwise retain all incidents of ownership. Lessee shall have no right, title or interest in the Equipment, except as set forth in this Lease. Lessee shall have no right to purchase or otherwise acquire title to, or ownership of, any of the Equipment.

5. Use of Equipment. Lessee is authorized to use the Equipment solely in connection with the performance of the Shuttle Services as set forth in the Operator Agreement and strictly in accordance

with the terms and provisions of such Operator Agreement. Lessee shall cause the Equipment to be used lawfully.

6. Risk of Loss and Insurance. All risk of loss or damage to each item of Equipment shall be borne by Lessee. Lessee shall, at its own cost and expense, keep each item of Equipment insured at the full value thereof, against fire with extended coverage, and shall likewise insure all Equipment adequately against theft and other risks, including third party liability claims for bodily injury and property damage arising from use and maintenance of the Equipment, as more fully set forth in the Operator Agreement.

7. Sales Tax Exemption if requested by Lessor. Lessee agrees to provide Lessor with a Resale Exemption Certificate in the state identified in Exhibit A (or other applicable sales tax exemption certificate) for the Equipment claiming exemption from sales tax.

8. Default and Remedies. If Lessee defaults in payment, use of the Equipment strictly in compliance with Section 5 hereof, or other performance required under this Lease, Lessor may: (i) sue for and recover all rents and other amounts due with respect to the Equipment, and/or (ii) terminate this Lease and take possession of the Equipment, without demand or notice, wherever same may be located.

9. Return of Equipment. Upon the expiration or termination of this Lease, the Equipment shall be returned to Lessor and accepted by Lessor in good operating condition, normal wear and tear excepted.

10. Warranty of Title. Lessor warrants and represents to the Lessee that it is the legal owner of the Equipment (and any additions thereto) and that it has full right, title, power, and authority to enter into this Lease and to lease the Equipment to Lessee as provided herein. Without the prior written consent of Lessee, the Equipment shall not be transferred, delivered, sold, or conveyed during the term of this Lease, unless the Lessor provides a replacement under this Lease for the Equipment which is transferred, delivered, sold or conveyed. This Lease shall not be assigned, by either the Lessor or the Lessee, without the written consent of the other party; however, Lessor may permit a lien or encumbrance to attach to the Equipment to secure any loan obtained by Lessor to purchase, repair or replace the Equipment.

11. Miscellaneous. This Lease is governed by the laws of the state of New York. This Lease may be executed in one or more counterparts (including by PDF), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be used in connection with the proof of this Lease. Service of any notice to a party under this Lease shall be sufficient if given personally or if mailed to the party at its address set forth below its signature or at such other address as said party may provide in writing from time to time. Any notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the Effective Date.

**LESSOR:**

**BROOKLYN NAVY YARD DEVELOPMENT CORPORATION,**  
a New York not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:           Building 77  
                          141 Flushing Avenue, Suite 801  
                          Brooklyn, New York 11205

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

**EXHIBIT A**

**Identification of All Buses to be Provided Under Lease**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Type</b>	<b>Status</b>	<b>Mileage</b>	<b>VIN</b>	<b>Color</b>	<b>Reg. State</b>	<b>Ownership</b>
2017	Grande West	Vicinity	Bus	Active	93,630	2G9B30AA5HA098178	Branded	NY	Owned
2017	Grande West	Vicinity	Bus	Active	94,619	2G9B30AA5HA098179	Branded	NY	Owned
2017	Grande West	Vicinity	Bus	Active	92,043	2G9B30AA5HA098180	Branded	NY	Owned
2017	Grande West	Vicinity	Bus	Active	96,905	2G9B30AA5HA098181	Branded	NY	Owned
2017	Grande West	Vicinity	Bus	Active	81,423	2G9B30AA5HA098182	Branded	NY	Owned
2017	Grande West	Vicinity	Bus	Active	97,509	2G9B30AA5HA08192	Branded	NY	Owned



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## EXHIBIT F VENDOR QUALIFICATION FORM

### Vendors Qualifications:

#### 1. Company Experience and Qualifications

- a. Describe your company's size of operation, years in business, and number of employees.
- b. Provide a summary your company's experience with projects of similar type and scope.
- c. Provide a summary of your company's experience working with public-sector organizations, and institutions in a similar industry.
- d. Provide an overview of shuttle service system credentials including:
  - i. Your company's annual revenues for each of the past two (2) years.
  - ii. List of any clients for whom you provide regular shuttle services on a scheduled basis.
- e. Provide a list of vehicles (make/model) in your company's existing fleet, if any, and indicate which vehicles would be used to supplement the shuttle service for which services are being sought, either for Special Trips, Tours, or to meet the established shuttle schedule.
- f. Provide any additional information regarding your organization or services that you feel would be beneficial in helping BNYDC determine your ability to provide the Work.

#### 2. Account Management/ Staff Expertise

- a. Provide an overview of proven and demonstrated hands-on expertise of key management team members and staff in this area of work.
- b. Demonstrated expertise in being a strategic partner with clients.
- c. Provide the name and location of any company(ies) to whom you outsource repairs.
- d. Provide the location of your bus garage.
- e. Specify the individual(s) who would be assigned to manage this contract, and their contact information.



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### **EXHIBIT G REFERENCES**

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

<b>Company Name</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>Email Address</b>



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## EXHIBIT H COST PROPOSAL FORM

**I. General Instructions:** Respondents are required to submit a detailed cost proposal for the Transportation Services. The cost proposal must include all necessary components for providing the Transportation Services, including but not limited to labor, equipment, maintenance, insurance, and management. Fuel costs should be itemized separately as they will be reimbursed at actual cost.

### II. Required Components of the Cost Proposal:

1. **Service Hour Rates:**
  - Provide the hourly rate for Service Hours as defined in the contract. The rate should encompass all costs associated with operating the BNY Shuttle Service, excluding fuel.
  - Clearly specify rates for different service schedules, if applicable.
2. **Detailed Cost Breakdown:**
  - **Labor Costs:** Include driver wages, benefits, and any other personnel-related expenses.
  - **Bus Acquisition and Maintenance:** Detail costs related to bus procurement, storage, maintenance, repair, replacement, licensing, and inspection.
  - **Management and Administrative Costs:** Include expenses related to overseeing and managing the Transportation Services.
3. **Fuel Costs:**
  - Fuel costs should not be included in the Service Hour Rate.
4. **Annual and Monthly Service Hours Estimation:**
  - Base your cost proposal on the anticipated range of 15,000 to 27,000 Service Hours per year.
  - Include calculations for total annual, monthly, weekly, and daily Service Hours.
  - Include a completed Service Hour Calculation Sheet, as seen in the bottom of this section.
5. **Adjustment Provisions:**
  - Confirm understanding that BNYDC may alter, add to, or remove routes with seven (7) days' notice, and explain how such changes would impact your cost structure.
6. **Exclusions:**
  - Clearly state that holidays, vacations, sick time, and other non-operational times are excluded from Service Hours and will not be compensated.
  - Note that Navy Yard Tours or Special Trips are billed separately.
7. **Supporting Documentation:**